

Chatham Islands Council

BOARD PACK

for

Council Meeting

Thursday, 29 October 2026

9:00 am (+1345)

Held at:

Chatham Islands Council

13 Tuku Road, Chatham Islands

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AGENDA

COUNCIL MEETING

Name:	Chatham Islands Council
Date:	Thursday, 29 October 2026
Time:	9:00 am to 11:00 am (+1345)
Location:	Chatham Islands Council, 13 Tuku Road, Chatham Islands
Board Members:	Mayor Greg Horler, Cr Cèline Gregory-Hunt, Cr Graeme Hoare, Cr Jacqui Southcombe, Cr Jenna Hoverd, Cr Keri Day, Cr Nathaniel Whaitiri, Cr Bridget Gibb, Cr Georgia Murchie
Attendees:	Mr Bob Penter, Ms Mereraina Hemara, Ms Jo Guise

1. Opening Meeting

1.1 Meeting Opening — 9:00 am (5 min)

Kia hora te marino
Kia whakapapa pounamu te moana
Hei huarahi mā tātou i te rangi nei
Aroha atu, Aroha mai
Tātou i a tatou katoa
Hui e! Tāiki e!

1.2 Apologies — 9:05 am (2 min)

1.3 Interests Register — 9:07 am (2 min)

For Information

Review and update the interests register of board members and key executives.

Supporting Documents:

1.3.a	Interests Register	9

1.4 Action List — 9:09 am (5 min)

For Noting

Review the progress of action items from previous meetings and discuss any pending tasks.

Supporting Documents:

1.4.a	Action List	11

2. Democracy

2.1 Ordinary Minutes 24 September 2026 — 9:14 am (3 min)

For Noting

Review and confirm the minutes of the previous meeting.

Supporting Documents:

2.1.a	2.1 Minutes 24 September 2026.pdf	13
2.1.b	Public Minutes 24 Sept 2026 Council Meeting.pdf	14

2.2 Chief Executive Report

9:17 am (10 min)

For Noting

To provide Council with a brief update on key organisational, procurement and transition matters since the previous meeting.

Supporting Documents:

2.2.a	2.2 Chief Executive Report.pdf	21
2.2.b	2026-10-29-Council-CE-Report-Final.pdf	22
2.2.c	Moorings Report - 21 October 2026.pdf	27
2.2.d	CIC 2025-26 Audit Update Council 29 Oct 2026.pdf	40

3. Finance

3.1 Financial Report

9:27 am (5 min)

For Noting

Supporting Documents:

3.1.a	3.1 Financial Report.pdf	44
3.1.b	CIC Council Report - September 2026.pdf	45

3.2 Annual Report 2026 Adoption

Supporting Documents:

3.2.a	3.2 Council 202526 Annual Report Adoption_.pdf	48

4. Works & Services

4.1 Stantec Report

9:32 am (5 min)

For Information

Information to be received.

Supporting Documents:

4.1.a	4.1 Stantec Report1.pdf	51
4.1.b	Stantec report sep26.pdf	52

4.2 Fulton Hogan Road Maintenance Report

9:37 am (5 min)

For Noting

Information to be received.

Supporting Documents:

4.2.a	4.2 Fulton Hogan Road Maintenance Report .pdf	60

Supporting Documents:

4.2.b Monthly Road Maintenance Report September 26.pdf 61

4.3 Fulton Hogan Water & Wastwater report 9:42 am (5 min)

For Noting

Information to be received.

Supporting Documents:

4.3.a 4.3 Fulton Hogan Water & Wastewater Contract .pdf 73
4.3.b Water and Waste Water -Sept 26.pdf 74

4.4 Fulton Hogan Waste Management report 9:47 am (5 min)

For Noting

Information to be received.

Supporting Documents:

4.4.a 4.4 FH Waste Management Report.pdf 81
4.4.b Sep 2026- Waste Minimisation Monthly Report .pdf 82

4.5 Capital Request - Speed Cushions Outside Te One School

Supporting Documents:

4.5.a 4.5 Capital Works - 29 October 2026.pdf 89

5. Community

5.1 Grants Distribution Report

Supporting Documents:

5.1.a 5.1 Annual Grant Distribution - 29 October 2026.pdf 92
5.1.b Appendices.pdf 96

6. Regulatory

6.1 Wild Cattle Report

Supporting Documents:

6.1.a 6.1 Wild Cattle Report.pdf 152
6.1.b a Wild Cattle Report.pdf 155

7. Emergency Management

7.1 Future Delivery of Emergency Management Functions

Supporting Documents:

7.1.a	7.1 Future Delivery of EM Functions.pdf	160
7.1.b	Future-Delivery-of-Emergency-Management-Functions.pdf	161

8. Governmennt

9. Chatham Islands

10. Bylaws & Policies

11. Move to Public Excluded

11.1 Move to Public Excluded

Supporting Documents:

11.1.a	PE Cover Page 29 October 2026.pdf	166

12. Public Excluded

12.1 Public Excluded Minutes 24 September 2026 9:52 am (5 min)

For Decision

Confirmation of Minutes from the previous meeting.

Supporting Documents:

12.1.a	PE 1. Minutes 24 September 2026.pdf	167
12.1.b	PE Minutes 10 Sept 2026 Minutes Extraordinary Meeting.pdf	168

12.2 Chief Executive's Report (Pt 2) 9:57 am (5 min)

Mr Bob Penter

For Noting

The purpose of this report is to provide Council with further updates on matters arising from the Chief Executive’s Report presented in the public agenda, where the information is of a confidential or commercially sensitive nature and requires consideration in the public excluded session.

Supporting Documents:

12.2.a	PE 2 CE Report (pt 2).pdf	171
12.2.b	PE - Memorandum of Understanding - Chatham Islands Council and CIML - finalised copy_Redacted.pdf	173
12.2.c	COR3096 - Letter to Mayor Greg Horler.pdf	181

12.3 Close the meeting

10:02 am

Next meeting: Council Meeting - 3 Dec 2026, 9:00 am
There being no further business the meeting closed.

Interests Register

Chatham Islands Council

As of: 29 Oct 2026

Person	Organisation	Active Interests	Notice Date
Cr Bridget Gibb	CIC	Distant whanau link to proposed Interim CE	4 Mar 2026
Cr Cèline Gregory-Hunt	CIC	6.4 Applicant	27 Sept 2024
Cr Jenna Hoverd	CI Shipping	Employee of CI Shipping	28 May 2026
Cr Keri Day	Chatham Islands Council	Interested party - Item 7.1 Water Tank Project Update	1 Feb 2024
	NMOWIT	Contractor to NMOWIT	13 Aug 2026
Cr Nathaniel Whaitiri	CIC	Distant whanau links to suggested Interim CE	27 Feb 2026
Mayor Greg Horler	Chair, Chatham Islands Ports	Water - Chatham Islands Shipping Ltd	7 Apr 2026
	Chair, Chatham Islands Ports Ltd	Surplus Water - Chatham Islands Shipping Ltd	26 Mar 2026
	Chatham Islands Ports Ltd	Director (no longer the Chair)	23 Sept 2026
	CIC	6.8 Whanau member of applicant	27 Sept 2024
Mr Bob Penter	CEO - Enterprise Trust / Interim CEO Chatham Islands Council	Surplus Water - Chatham Islands Shipping Ltd	26 Mar 2026

Chatham Islands Enterprise Trust	- Group CEO and Executive Deputy Chair, Chatham Islands Enterprise Trust - Board of Governors, Rangi Ruru Girls School - Advisory Board Chair, Tambo Limited - Recruit Firefighter, Chatham Islands Volunteer Fire Brigade - CI Landscape Restoration Trust - Board Member	26 Mar 2026
Chatham Islands Enterprise Trust	Chief Executive - PE 5.2 - Vehicle transfer	29 Jul 2026

Action List

Chatham Islands Council

As of: 27 Oct 2026

Community wharf meeting at Owenga

In Progress

Schedule Community wharf meeting at Owenga including engagement with the fishing sector.

Due Date: 31 Jul 2026
Owners: Mr Bob Penter, Ms Jo Guise
Meeting: 28 May 2026 Council Meeting, 1.4 Action List

Latest Update:

Meetings with Crown Infrastructure Delivery to finalise project outlines and timeframes are nearing completion. Once plans are firm, community hui will be held to discuss Owenga Wharf and engage with fishers to identify needs and requirements."

Ms Jo Guise | 22 Sept 2026

Council Asset inspection

In Progress

Progress planning for the Council asset inspection trip.

Due Date: 31 Jul 2026
Owners: Mr Bob Penter, Ms Jo Guise
Meeting: 28 May 2026 Council Meeting, 1.4 Action List

Latest Update:

Kirsten Norquay has a trip to the island tentatively booked for the last week of October. Once dates are finalised, the asset walk through times will be circulated to Councillors.

Ms Jo Guise | 22 Sept 2026

Dark Sky & Bird-friendly lighting

In Progress

Staff to consider dark-sky and bird-friendly lighting principles when planning and implementing future lighting projects.

Due Date: 31 Jul 2026
Owner: Mr Bob Penter
Meeting: 28 May 2026 Council Meeting, 2.3 Chief Executive Report

Latest Update:

This initiative is on the books to be worked into the RIF projects, meetings with CID are ongoing to finalise project outlines."

Ms Jo Guise | 22 Sept 2026

Waste Management

In Progress

Schedule a Council workshop on waste management and waste minimisation initiatives.

Due Date: 31 Jul 2026
Owner: Mr Bob Penter
Meeting: 28 May 2026 Council Meeting, 4.4 Fulton Hogan Waste Management report

Latest Update:

Shingy Torga has previous experience in waste minimisation on the mainland and has made excellent progress at our own transfer station. He has been invited to participate in a workshop with councillors. Once dates are identified, these will be circulated to councillors.

Ms Jo Guise | 22 Sept 2026

Fulton Hogan Waste Management Report

In Progress

Arrange a future Council site visit to the transfer station and landfill.

Due Date: 31 Aug 2026
Owners: Mr Bob Penter, Ms Jo Guise
Meeting: 25 Jun 2026 Council Meeting, 4.4 Fulton Hogan Waste Management report

Latest Update:

"Council has requested a walkthrough to coincide with the dates of Kirstens' visit to the island to make a day of visiting council-owned assets. Once trip dates are finalised, these will be circulated to councillors

Ms Jo Guise | 22 Sept 2026

Cattle Report

Done

Provide a report on wild cattle at Council meeting 24 September.

Due Date: 30 Sept 2026
Owner: Mr Bob Penter
Meeting: 13 Aug 2026 Council Meeting, 6.1 Dog Control Report 30 June 2026

Latest Update:

Council Dog & Stock Officer has been requested to create a report for this request, she is gathering information from 10 community members around various parts of the island to gain an overall perspective for the report. This will be completed by next week

Ms Jo Guise | 22 Sept 2026

2. Democracy

2.1 Minutes of Ordinary Meeting 24 September 2026

Date of meeting	29 October 2026
Agenda item number	2.1
Author/s	Jo Guise, Executive Assistant

Purpose

For the Council to receive and confirm the minutes of the Ordinary Meeting held on 24 September 2026.

Recommendations

1. **THAT the minutes from the Ordinary meeting held on 24 September 2026 be a true and accurate record.**

DRAFT MINUTES

COUNCIL MEETING

Name:	Chatham Islands Council
Date:	Thursday, 24 September 2026
Time:	9:00 am to 10:17 am (+1245)
Location:	Chatham Islands Council, 13 Tuku Road, Chatham Islands
Board Members:	Mayor Greg Horler, Cr Cèline Gregory-Hunt, Cr Keri Day, Cr Bridget Gibb, Cr Graeme Hoare, Cr Jenna Hoverd, Cr Jacqui Southcombe, Cr Nathaniel Whaitiri, Cr Georgia Murchie
Attendees:	Mr Bob Penter, Ms Mereraina Hemara, Ms Jo Guise
Guests/Notes:	Jack Coakley (PWC), Tanya (ECAN), Kirsten Norquay, Jack Boyd and Rebecca Tinga (Stantec). Mr Te One Murchie also attended the meeting.

1. Opening Meeting

1.1 Meeting Opening

1.2 Apologies

N/A

1.3 Final Declaration of Results

Final Declaration of Results

THAT the Council receives the report 'Final Declaration of Results'.

Decision Date:	24 Sept 2026
Mover:	Cr Jenna Hoverd
Seconder:	Cr Graeme Hoare
Outcome:	Approved

After the recent by-election, the Electoral Officer presented the Final Declaration of Results to Council, which declared Georgia Murchie the elected candidate.

1.4 Declaration of New Elected Member

Elected Members Declaration

THAT the declaration be received.

Decision Date:	24 Sept 2026
Mover:	Cr Cèline Gregory-Hunt
Seconder:	Cr Graeme Hoare
Outcome:	Approved

Georgia Murchie read her verbal declaration to Council, and a written copy was signed by the Mayor and Chief Executive.

1.5 Interests Register

Interests register

THAT the interests register be received.

Decision Date: 24 Sept 2026
Mover: Cr Jacqui Southcombe
Seconder: Cr Bridget Gibb
Outcome: Approved

1.6 Action List

Due Date	Action Title	Owner(s)
30 Jun 2026	Community Engagement Document **Status:** Completed on 22 Sept 2026	Mr Bob Penter
31 Jul 2026	Community wharf meeting at Owenga **Status:** In Progress	Mr Bob Penter, Ms Jo Guise
31 Jul 2026	Council Asset inspection **Status:** In Progress	Mr Bob Penter, Ms Jo Guise
31 Jul 2026	Council CCTV Assessment **Status:** Completed on 22 Sept 2026	Mr Bob Penter
31 Jul 2026	Dark Sky & Bird-friendly lighting **Status:** In Progress	Mr Bob Penter
31 Jul 2026	Waste Management **Status:** In Progress	Mr Bob Penter
31 Aug 2026	Fulton Hogan Waste Management Report **Status:** In Progress	Mr Bob Penter, Ms Jo Guise
30 Sept 2026	Cattle Report **Status:** In Progress	Mr Bob Penter
30 Sept 2026	Add moriori words to the Significance & Engagement Policy **Status:** Completed on 21 Sept 2026	Mr Bob Penter

Action List

THAT the Actions be noted.

Decision Date: 24 Sept 2026
Mover: Cr Jenna Hoverd
Seconder: Cr Cèline Gregory-Hunt
Outcome: Approved

2. Democracy

2.1 Ordinary Minutes 13 August 2026

Minutes 13 August 2026

THAT the Council confirms the minutes from the Ordinary meeting held on 13 August 2026 be a true and accurate record.

Decision Date: 24 Sept 2026
Mover: Cr Bridget Gibb
Seconder: Cr Graeme Hoare
Outcome: Approved

2.2 Chief Executive Report

Interim Chief Executive Report

That Council:
1. receives the Chief Executive's Report; and
2. notes the progress being made across the infrastructure procurement, financial services, resource management, CDEM and Environment Canterbury transition workstreams.

Decision Date:	24 Sept 2026
Mover:	Cr Jacqui Southcombe
Seconder:	Cr Jenna Hoverd
Outcome:	Approved

The Chief Executive provided an update on the Museum Trust's proposed five-year payment plan for approximately $51,000 in costs. As Council is the guarantor, a workshop with the Museum Trustees will be arranged to clarify the costs incurred and Council's potential exposure.

An update was also provided on Wetstone's investigation into the potential reopening of the General Rise phosphate operation. While the proposal is outside Council's statutory jurisdiction, Council is facilitating engagement between Wetstone, local quota holders and the Chatham Islands community due to potential impacts on fisheries. The company is currently undertaking investigations and may consider the Fast-track consenting process. Information will be circulated to elected members.

3. Finance

3.1 Financial Report

Financial Report

THAT the Financial report be received.

Decision Date:	24 Sept 2026
Mover:	Cr Jenna Hoverd
Seconder:	Cr Graeme Hoare
Outcome:	Approved

The financial report was presented, with clarification provided on cash received in advance for grant-funded projects and the resulting cash position. An update was provided on the Lottery funding application for the Norman Kirk Memorial.

Council thanked Tanya Clifford for her financial support and contribution to Council, noting her continued involvement with the Annual Report during the transition. Jack Coakley (PwC) provided an update on the transition of financial services, including familiarisation with Council's financial processes, reporting and Long Term Plan. Improvements to financial reporting will be considered as part of the transition.

4. Works & Services

4.1 Stantec Report

Stantec Report

THAT the Council receives the report.

Decision Date:	24 Sept 2026
Mover:	Cr Bridget Gibb
Seconder:	Cr Jenna Hoverd
Outcome:	Approved

An update was provided by Stantec on water quality, noting generally stable results, with some elevated turbidity and UVT below the validation certificate. A recent network outage has been resolved, with further investigation and improvement work underway. Wastewater services continue to operate normally, with routine sampling and maintenance completed, including work on the balance tank pump.

Fulton Hogan is continuing to work collaboratively with Council on improvements to water and wastewater services. An update on regulatory changes and implications for the Chatham Islands will be provided following the Water New Zealand Conference.

It was confirmed that the replacement of the leaking contact tank at the Waitangi Water Supply Scheme has been completed. A process is also in place to assess stormwater issues affecting individual properties, including meeting with landowners and determining whether infrastructure or other factors are contributing.

4.2 Fulton Hogan Road Maintenance Report

Fulton Hogan Road Maintenance Report

THAT the report be received.

A decision where the table and chairs are to be put.

Decision Date:	24 Sept 2026
Mover:	Cr Cèline Gregory-Hunt
Seconder:	Cr Graeme Hoare
Outcome:	Approved

Shingy Torga gave an update to his report on roading activities.

An update was provided on road maintenance activities, with works progressing well. The Maipito Bridge project was completed on time and under budget, and bridge works are nearing completion, subject to final review. Council acknowledged that the roads have generally held up well over winter and thanked Fulton Hogan for its work and additional support to the community.

Discussion was also held regarding the placement of a large picnic table and seating constructed from surplus bridge materials, with potential locations to be considered.

4.3 Fulton Hogan Water & Wastwater report

Fulton Hogan Water & Wastewater Report

THAT the report be received.

Decision Date:	24 Sept 2026
Mover:	Cr Bridget Gibb
Seconder:	Cr Graeme Hoare
Outcome:	Approved

An update was provided on ongoing collaboration regarding funding and network maintenance. Preparatory work is underway for installation of the new pump, including cleaning and preparing the shed. No issues or further questions were raised.

4.4 Fulton Hogan Waste Management report

Fulton Hogan Waste Management Contract Report

THAT the report be received.

Decision Date:	24 Sept 2026
Mover:	Cr Jacqui Southcombe
Seconder:	Cr Jenna Hoverd
Outcome:	Approved

An update was provided on waste management sites, including ongoing mowing, general housekeeping and improvements to ensure sites remain tidy and compliant. Further upgrades and surface improvements have also been undertaken at several sites.

Council acknowledged the assistance of the Kaingaroa community, particularly with recycling and helping to keep the waste facilities tidy and efficient.

New signage for the skip bins has arrived and will be installed over the coming month. The signage installation is being undertaken as a donation, with no cost to Council.

A query was raised regarding the disposal of birds in the event of avian influenza. It was confirmed that a designated bin is available, with appropriate PPE to be used when collecting affected birds. The birds will be transported to the waste facility for immediate burial. Posters will also be considered to provide information to the community about the process.

4.5 Reallocation Funding Request – BOF & Roading Maintenance underspend

Reallocation Funding Request - Better Off Funding & Roading Maintenance Underspend (CIC Share)

THAT the Chatham Islands Council -

1. Receives the report.
2. Approves the reallocation of the Council portion of the 2025/26 roading budget underspend towards the critical water infrastructure works identified in this report.
3. Approves the Chief Executive requesting reallocation of the (DIA/MCERT) Better Off Funding originally allocated to the Kaingaroa Wharf and Owenga Wharf projects towards the critical water infrastructure works identified in this report.
4. Approves, in principle, the critical water infrastructure projects identified in this report and delegates authority to the Chief Executive to approve the works once final quotations have been received.

Decision Date:	24 Sept 2026
Mover:	Cr Jenna Hoverd
Seconder:	Cr Graeme Hoare
Outcome:	Approved

The report sought approval to reallocate Better Off funding and a roading maintenance underspend to support identified critical works.

An update was provided on the Kaingaroa water treatment improvements. Removing organic matter from the water is expected to improve clarity and UV treatment effectiveness, reduce the amount of chlorine required, and improve the ability to maintain an appropriate chlorine residual.

This will reduce chlorate risks and strengthen the reliability and compliance of the drinking water supply, providing improved barriers for safe drinking water.

The Waitangi wastewater ground application upgrade was discussed, including its expected benefits for neighbouring landowners. The upgrade will allow wastewater to be applied over a larger and more suitable area, including flatter and sunnier land, improving absorption and management. The works will remain within the existing resource consent. Further planting and investigation of the existing soak pit area will also be undertaken. While the upgrade is expected to make a material improvement, it cannot guarantee that all existing issues will be fully resolved.

The potential impact of the proposed Kaingaroa school on the community water supply was also discussed. It was confirmed that the school already uses the Council water supply and therefore is not expected to create additional demand. Current issues relate to water quality within the school's own treatment and storage system rather than supply quantity. Responsibility for the treatment, maintenance and safe storage of water rests with the property owner once the water leaves the Council supply boundary.

5. Community

5.1 Chatham Islands Museum

Chatham Islands Museum

THAT the report be received.

Decision Date: 24 Sept 2026

This item was

The Chief Executive provided this this information as part of the Chief Executive report.

6. Regulatory

7. Emergency Management

8. Governmennt

9. Chatham Islands

10. Bylaws & Policies

11. Move to Public Excluded

11.1 Move to Public Excluded

Move to Public Excluded

THAT the public be excluded from the following part of the proceedings of the meeting.

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

Item No.	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution
PE.12.1	Public Excluded minutes 13 August 2026	Good reason to withhold exists under Section 7	Section 48(1)(a)
PE 12.2	Public Excluded Minutes 21 August 2026	Good reason to withhold exists under Section 7	Section 48(1)(a)
PE 12.3	Public Excluded Minutes 10 September 2026	Good reason to withhold exists under Section 7	Section 48(1)(a)

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987, and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudice by holding the whole or relevant part of the proceedings of the meeting in public are as follows.

ITEM NO.	GENERAL SUBJECT OF EACH MATTER TO BE CONSIDERED	SECTION	SUBCLAUSE AND REASON
PE 12.1	PE Minutes 13 August 2026	**7(2)(a)**	**Section 7(2)(a)** – to protect the privacy of natural persons
PE 12.2	Minutes 121 August2026	**7(2)(a)**	**Section 7(2)(a)** – to protect the privacy of natural persons
PE 12.3	Minutes 10 September 2026	**7(2)(a)**	**Section 7(2)(a)** – to protect the privacy of natural persons

and that appropriate officers remain to provide advice to the Committee.

Decision Date: 24 Sept 2026
Mover: Mayor Greg Horler
Seconder: Cr Cèline Gregory-Hunt
Outcome: Approved

2. Democracy

2.2 Interim Chief Executive Report

Date of meeting	29 October 2026
Agenda item number	2.2
Author/s	Bob Penter, Joint Chief Executive

Purpose

To provide Council with a brief update on key organisational, procurement and transition matters since the previous meeting.

Recommendations

That Council:

1. receives the Chief Executive's Report; and

2. Appoints Cr _____ as the Council representative on the Programme Board for the $15 million wharf and fuel infrastructure programme, subject to confirmation of the final Programme Board governance arrangements.

3. Considers whether to seek representation on the Norman Kirk Memorial Reserve Committee through the appointment of a councillor, subject to agreement with the Committee and its governance arrangements.

4. Supports in principle the reallocation of $300,000 of Better Off funding currently allocated to the Norman Kirk Memorial Reserve to eligible essential water infrastructure upgrades, with $100,000 retained for the Reserve to provide a 20% contribution towards future funding, subject to approval by National Infrastructure Funding and Financing (NIFF), overseen by MCERT, and community communication explaining the proposed allocation and its benefits

Attachment

1. Chief Executive Report

Chief Executive Report

Meeting	Chatham Islands Council | 29 October 2026
Author	Bob Penter, Joint Chief Executive
Classification	Open agenda (except item 13) | For decision and noting

1. Purpose

This report provides Council with an update on key organisational and strategic matters, including financial management and audit, the 2027–2037 Long-Term Plan, the transition of services from Environment Canterbury, Crown infrastructure investment, the proposed reallocation of Better Off funding, and outstanding governance matters.

2. Recommendations

1. Receives and notes the Chief Executive Report.

2. Appoints Cr _____ as the Council representative on the Programme Board for the $15 million wharf and fuel infrastructure programme, subject to confirmation of the final Programme Board governance arrangements.

3. Considers whether to seek representation on the Norman Kirk Memorial Reserve Committee through the appointment of a councillor, subject to agreement with the Committee and its governance arrangements.

4. Supports in principle the reallocation of $300,000 of Better Off funding currently allocated to the Norman Kirk Memorial Reserve to eligible essential water infrastructure upgrades, with $100,000 retained for the Reserve to provide a 20% contribution towards future funding, subject to approval by National Infrastructure Funding and Financing (NIFF), overseen by MCERT, and community communication explaining the proposed allocation and its benefits.

3. Overview

The principal focus over the past month has been converting key decisions into workable delivery arrangements. The financial services handover has been completed, the Long-Term Plan programme is progressing to schedule, planning for the remaining Environment Canterbury (ECan) service transitions is advancing, and governance arrangements for the Crown-funded wharf and fuel programme are being developed.

The Joint Chief Executive arrangement provides a practical means of coordinating the Council and Chatham Islands Enterprise Trust (CIET) on shared priorities while preserving each organisation's separate governance, statutory and financial accountabilities.

4. Financial Management and Audit

The 2025/26 Annual Report audit is nearing completion, with the Audit Office anticipating an unmodified audit opinion. The audit findings demonstrate substantial improvement compared with 2024/25, particularly in the quality and timeliness of financial and service performance reporting. All ten areas assessed by the Audit Office are now rated Good or Acceptable, compared with eight requiring attention in the previous year. The material going concern uncertainty identified in the previous audit has also been sufficiently mitigated that a separate material uncertainty paragraph is no longer warranted.

Six Medium-rated recommendations remain open, with three other findings closed. A short presentation comparing the two audit years and outlining the remaining challenges is attached to

this report. Yvonne Yang, Audit Director and Appointed Auditor, will present the formal audit findings to Council at the meeting.

Management continues to meet weekly with the Audit Office to progress financial reporting, respond to outstanding requests and maintain a clear process for resolving audit matters. Work also continues to strengthen internal controls, procurement, delegations and governance reporting.

The September financial report considered by the Performance, Audit and Risk Committee (PARC) showed a year-to-date accounting surplus of approximately $3.8 million. This principally reflects the timing of annual rates and Crown funding recognition and should not be regarded as a sustainable operating surplus. The current full-year forecast is a surplus of approximately $170,000, against the budgeted $405,000 surplus. Cost control, rates collection, capital delivery and cash flow therefore remain important management priorities.

The formal financial services handover from ECan to PwC has been completed, with both parties reporting a constructive and successful process. Attention is now on consolidating the new arrangements and ensuring reliable financial reporting, budget management, audit support and LTP preparation.

5. Other Governance Matters

An area of concern that has emerged outside the audit process is Council's position as guarantor under the Museum lease. This potentially exposes Council to financial liabilities in the event that the Museum is unable to meet its obligations under the lease. The extent and implications of this exposure are being examined and are discussed in a separate paper on the agenda. Museum Trustees have been invited to meet with Council to discuss the matter.

6. Long-Term Plan 2027–2037

The Long-Term Plan (LTP) work programme is progressing on track. PwC has accepted the broader lead role for programme coordination and preparation of the LTP, including direct engagement with the Audit Office. Weekly working meetings are in place to manage responsibilities, deliverables and progress.

The immediate programme is being developed around the 26 February 2027 audit handover milestone, with the timetable to extend through audit, consultation, deliberations and final adoption. The early engagement with the Audit Office and the recent workshop with MCERT have helped establish a sound basis for this work.

The LTP will need to present a credible account of the Council's infrastructure condition, levels of service, financial sustainability and the scale of ongoing Crown support required for the Islands.

7. Environment Canterbury Service Transition

Council and ECan continue to work cooperatively on transferring the remaining functions supported under the existing service agreement, which runs to 30 June 2027. As advised at the previous Council hui, the approach is to develop service arrangements proportionate to the scale and circumstances of the Chatham Islands, while maintaining statutory compliance and continuity.

Recent work has included identifying the scope of specialist support needed for the Council's Harbourmaster and navigation safety functions once ECan's current support ends. This covers technical advice and assurance, the navigation safety risk register, safety management systems, bylaws and directions, moorings oversight and access to specialist maritime capability. Potential future support arrangements are being explored; no final replacement model has yet been agreed.

ECan recently completed a review of Chatham Islands moorings, which was supplied to PARC (and is **attached** to this paper). The review identifies opportunities to improve records and monitoring of mooring inspections, while also recognising the distinctive nature of the commercial

fishing fleet and the cost and practicality of more prescriptive arrangements. Management will consider proportionate responses in conjunction with the Harbourmaster and future support arrangements.

Emergency management is addressed in a separate agenda paper, "Future Delivery of Emergency Management Functions". The paper canvasses delivery options as the ECan transition proceeds and proposes a proportionate model: emergency management responsibilities allocated across trained Council staff in their existing roles, with defined specialist policy, practice and operational support under a formal arrangement with a suitable mainland partner. It also recognises Council's continuing statutory accountability and proposes that the scope, costs and governance of any support agreement be developed and reported back. The substantive recommendations are contained in that standalone paper, and implementation of Council's decision will be overseen by the CDEM committee.

8. $15 Million Wharf and Fuel Infrastructure Programme

The Government has confirmed $15 million through the Regional Infrastructure Fund for a programme of wharf and fuel infrastructure improvements. This comprises $9.4 million for wharf works and $5.6 million for the relocation and upgrade of fuel infrastructure at Waitangi Wharf.

As previously advised, the wharf programme includes replacement of Kaingaroa Wharf, repairs at Owenga and Flower Pot, work on the Pitt Island barge ramp, improved lighting at Waitangi Wharf, and livestock-handling infrastructure. The fuel component is intended to improve safety, operational efficiency and resilience. The programme is being developed with Crown Infrastructure Delivery support, with attention to scope, procurement, sequencing, ownership and interfaces with the incoming shipping service.

All parties have indicated support for Tim King to serve as Independent Programme Chair. The proposed Programme Board arrangements provide for Crown representation, the Joint Chief Executive, a representative of the Trust and councillor representation. Council is accordingly asked to appoint a councillor to the Programme Board. This will ensure that Council's interests and responsibilities are represented, alongside the Joint Chief Executive, as the programme moves into delivery.

While the programme is being coordinated across organisations, any decisions concerning Council assets, obligations or expenditure will continue to require the appropriate Council authority and approval.

9. Shipping Transition and Council Interfaces

McCallum Bros commenced freight sailings to the Chatham Islands in September. The transition provides an opportunity to test operating arrangements before the longer-term service is fully established. The continued operation of the Southern Tiare during the transition remains important for reliable island freight services.

For Council, the main implications are the interface between the shipping service and wharf upgrades, navigation safety, port access, livestock movements and the future design of fuel-handling infrastructure. Close coordination with CIET, its shipping company, the incoming operator and the Crown delivery team is therefore essential.

10. Water and Wastewater Infrastructure Funding

The recent MCERT workshop raised the potential to seek approximately $2 million per annum of additional Crown capital funding for water and wastewater infrastructure. The proposal will need to be supported by robust asset information, a prioritised works programme and evidence of the funding gap and will be considered alongside the 2027 Crown appropriation process and LTP.

A related proposal concerning the reallocation of unspent Better Off funding from the Norman Kirk Memorial Reserve to essential water infrastructure works is addressed separately in Section 11 below.

11. Norman Kirk Memorial Reserve – Better Off Funding Reallocation

The Council has an opportunity to redirect $300,000 of Better Off funding currently allocated to the Norman Kirk Memorial Reserve towards essential water infrastructure upgrades. The funding is due to expire on 30 June 2027 and, unless an eligible alternative use is approved, this $300,000 is at risk of being returned to the Crown rather than being invested in the Chatham Islands.

The Norman Kirk Memorial Reserve Committee supports the proposed reallocation on the basis that $100,000 remains allocated to the Reserve. This would preserve a 20% local contribution towards potential future funding for the Reserve, while making the remaining $300,000 available for urgent water infrastructure needs.

As discussed at the Performance, Audit and Risk Committee (PARC) meeting on 19 October, the reallocation is expected to enable the identified critical water infrastructure works to be progressed, subject to confirmation of project scope, costs and eligibility. PARC indicated support for the proposal, subject to clear communication with the community explaining the reasons for the reallocation, where the funding would be applied and the benefits it would deliver.

Council is asked to support the proposed reallocation in principle, subject to approval by National Infrastructure Funding and Financing (NIFF), overseen by MCERT. No funding would be redirected until the necessary approvals and any associated funding agreement variations are confirmed. Consistent with PARC's feedback, management will also ensure appropriate community communication explaining the rationale for the reallocation, the funding retained for NKMR, and the benefits of the proposed water infrastructure upgrades.

12. Council Long-Term Lease

As previously reported to PARC, the long-term Council office lease entered into in April 2025 requires further action because it was signed by the former Mayor and Deputy Mayor without the necessary Council approval or delegated authority. Management is progressing the steps required to resolve this authorisation issue, including the preparation of properly authorised replacement documentation. The ground lease component requires further examination.

The landlord's agent, AHC, has now returned from overseas but has advised that they have no availability to meet until mid-November. Management will use the intervening period to prepare for discussions with AHC and will bring any decisions requiring Council authority back through the appropriate process.

13. Joint Chief Executive Arrangement (Public Excluded)

14. Priorities for the Coming Period

- Complete the outstanding audit and financial reporting work and maintain weekly engagement with the Audit Office.
- Continue the LTP programme with PwC against the February 2027 audit milestone and establish the full programme through adoption.
- Progress ECan service-transition planning, particularly Harbourmaster and navigation safety support, and advance the emergency management delivery model following consideration of the separate agenda paper.
- Confirm Programme Board membership and governance for the wharf and fuel projects, and ensure the Council's representative is engaged.
- Advance water and wastewater funding proposals and, subject to NIFF approval, the Norman Kirk Memorial Reserve Better Off funding reallocation, including community communication on its rationale and benefits.
- Prepare for discussions with AHC in mid-November to resolve the long-term lease authorisation issue.

15. Conclusion

The Council continues to make progress in rebuilding financial discipline, securing appropriate professional support and establishing more sustainable arrangements for essential services. The LTP, ECan transition and $15 million infrastructure programme are substantial undertakings for a small organisation, and require clear governance, careful sequencing and continued engagement with the Crown.

Management's focus remains on maintaining momentum while ensuring that decisions and obligations are properly authorised and that practical benefits are delivered for the Chatham Islands community.

Bob Penter
Joint Chief Executive

Moorings Report
Chatham Islands



Report prepared by Tina Jackson – Harbourmaster (ECan)
Reviewed by Ian Fox – Technical Specialist, Harbourmaster Commercial (ECan)

30 September 2026

Amendment following on-island review 13/14 October 2026
Reviewed by Jim Dilley – Maritime Specialist Service Delivery

21 October 2026

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EXECUTIVE SUMMARY

The Bylaw provides a regulatory framework for the installation, use, maintenance, and management of swing moorings. Its primary purpose is to ensure that moorings are safely located and properly maintained, and that they do not create navigation hazards.

A formal specification and inspection regime has long been considered the most effective means of managing navigation safety risks associated with moorings. However, resources have not been available to implement and maintain such a system. Those involved in the Chatham Islands have also considered the local circumstances to differ from those in most other regions of New Zealand: the mooring fleet is used entirely by commercial vessels, and owners' livelihoods depend on both the vessels and the continued integrity of their moorings, thereby creating an extremely strong incentive for the mooring and vessel owner to maintain a mooring to high standards.

The reported number of breakaways—none of which resulted in damage to vessels, property, or the environment—was considered not unreasonable given the extreme conditions experienced in the Chatham Islands.

The introduction of a standard mooring specification has been debated, and views differ. The majority view is that it may be difficult to identify a naval architect with extensive knowledge and understanding of Chatham Islands conditions. There is also concern that a standard specification could be over-engineered and therefore prohibitively expensive, or utilise components or installation/maintenance equipment that cannot be easily obtained at the Chatham Islands

ECan currently holds a simple database of CIC mooring details, but with limited information, and no updates since 2015. A database including specifications, owners, and inspection dates could be a useful first step towards more robust oversight. However, key issues would need to be resolved, including the response to overdue inspections; who on the islands would be responsible for inspections, repairs, or removal; the applicable timeframes; and how associated costs would be recovered.

MOORINGS – BYLAW & HISTORY

Section 5 of the Chatham Islands Navigation Safety Bylaws 2013 includes the following relevant provisions:

5.5 Entitlement to Lay and Use a Swing Mooring
5.6 Maintenance of Moorings
5.7 Relocation of a Mooring
5.8 Anchoring of a Vessel within or adjacent to a Swing Mooring Area or close to an Occupied Swing Mooring
5.9 Recovery of a Vessel that has Broken Adrift from a Mooring

Without reproducing the Bylaw in full, these provisions establish approval requirements. They require the mooring location to be allocated by the Harbourmaster; a unique identification number to be assigned; the mooring and all fittings to meet any specifications and conditions set by the Harbourmaster; and any consents required under the Resource Management Act to be obtained. They also address vessel use and restrictions, ownership and transfer controls, and, under clause 5.5.6, payment of all relevant fees determined by the Council through the Long-Term Plan/Annual Plan process.

The Bylaw also requires every swing mooring to be inspected by a competent person at least once every 12 months. The inspection must include components such as ropes, chains, sacrificial anodes, shackles, swivels, and other mooring equipment. Written confirmation must be provided to the Council within 21 days of the inspection. A failure to inspect or maintain a mooring for three years may result in the mooring being declared abandoned.

Although the Council has been advised to establish this type of regime, implementation has not been supported because resources are insufficient to maintain the database, follow up outstanding inspection reports, and recover any fees due. The local view has been that the Chatham Islands context is distinct because the moorings are used entirely by commercial vessels and owners' livelihoods depend on the vessels and, in turn, on the condition of their moorings. Owners currently inspect their own moorings, and there is no standard mooring specification of the kind commonly used in other regions of New Zealand, where moorings predominantly serve small recreational vessels and yachts. At the time of this report, it is unclear how CIC applies the annual fees identified in the Annual Plan.

The Bylaw also addresses vessels that break adrift. Where a vessel breaks free from a mooring, sinks or partially sinks, and creates or is likely to create a navigation hazard, the Harbourmaster may secure, recover, or refloat it. The costs incurred may be recovered from the person in charge of the vessel.

MOORINGS – NUMBERS

Current reporting indicates that there are 48 moorings in the Chatham Islands (Mooring Report from CIC). This total should be verified by the Chatham Islands Harbourmaster.

Kaingaroa – 9
Owenga – 10 (a new mooring was established in 2024; confirm whether it is included)
Port Hutt – 7
Waitangi – 22

By comparison, Canterbury has approximately 630 moorings and requires one full-time staff member to administer them.

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INCIDENT DATA

Since reporting records began in 2018, the following incidents involving vessels breaking free from moorings have been recorded. No damage to vessels or property, and no environmental effects, were recorded for any of these incidents.

Kaingaroa - 1 in 2019
Owenga - 1 in 2019
Waitangi - 1 in 2019, 2 in 2020, 2 in 2022, 1 in 2026 (Stella Rose)

As none of the incidents resulted in damage or environmental effects, the March 2026 risk assessment (prior to the Stella Rose incident) applied a lower frequency rating and a minor reduction in the overall risk rating. This risk assessment is currently under review.

These incident frequencies support the view that the predominantly commercial fleet of well-maintained vessels provides a strong incentive for mooring owners to undertake due diligence inspections of their equipment.

By comparison, Canterbury has a swing-mooring area exposed to some of the region's most severe weather conditions. Approximately 60 moorings are occupied in this area. Over the past five years, there have been 9 incidents involving vessels breaking free or sinking at their moorings; most escalated to Tier II marine oil spill incidents because they involved environmental effects. The nature of this fleet differs significantly, as most vessels are older, recreational, and poorly maintained. Nevertheless, a formal maintenance and inspection-reporting system is in place.

OBSERVATION FROM THE PORT AND HARBOUR MARINE SAFETY CODE (PHMSC) PANEL REVIEW

Although moorings and the area in which they are located were outside the scope of the PHMSC panel review, the panel reported that 'the incident data identifies that there have been a number of occasions where vessels have broken free and caused a potential navigation safety issue. The mooring management activities include a requirement for the mooring owners to check their own moorings annually, the CIC has the documentation regarding the moorings, and the checks are subject to self-declaration forms. The records of reporting on inspections of moorings were not viewed during this review' (Code, 2026).

The review generated the following observation: '*OBS: The CIC and Harbourmaster management of moorings in the Chatham's could be improved by producing a mooring design specification and tracking the owners' inspection and declaration forms to ensure the appropriate checks are being performed on moorings and that the risk of broken moorings is managed*' (Code, 2026).

The observation was reviewed by the ECan and CIC Harbourmasters, and comments were provided to the then CIC Chief Executive, Paul Eagle: '*29Sep25 - Passed to CIC for comments on monitoring. The suggestion of a mooring specification has again been discussed, however it is felt a standardised specification will be hard to agree on and to have it approved by a suitable professional. Although it is recognised as a risk with 4 breakaways in the last 5 years, there has been no damage to either vessels or environment. It is recognised that there could be better inspection and declaration monitoring, however, resourcing can be challenging.'*

NOTE: Unlike the rest of New Zealand the moored fleet in Chatham Islands are commercial vessels and the moorings are maintained by the owners whose livelihoods depend on the vessels' operations' (Chatham Islands PHMSC Panel Review Obersvations and follow up, 2025).

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SUGGESTIONS, IMPROVEMENTS, AND CONSIDERATIONS

Suggestion	Improvement	Considerations
Raise awareness of concerns of council, and possible implications to all mooring owners	Awareness that more stringent rules may be applied might help create better voluntary compliance	Ensure no veiled threats, simply a communication to explain concern.
Going forward each vessel owner to provide a documented record of mooring inspection either photographs or written report	Tracks changes in mooring equipment wear and replacement, and may help identify where maintenance is not occurring	Requires owners to document Requires council to record and compare Needs information record system
Each mooring/vessel owner to supply full details of their current mooring specification and last inspection report/date	Establishes current condition and may inform a preferred specification.	Information will need to be collated and stored
Each mooring/vessel owner to supply full details of the name, LOA, tonnage of the vessel occupying the mooring	Identifies vessel types using each mooring. My help identify if a mooring spec could be developed if there was understanding of the usage of moorings	Information will need to be collated and stored
Confirm exact location of all of moorings with GPS coordinates and update GIS	Verifies mooring positions and detects movement and possible conflicts with neighbouring vessels.	Needs diver to locate blocks
Enter vessel LOA into GIS	Confirms swing-room needs and identifies relocation requirements.	Who will move the moorings and pay for any relocation?
Introduce a standardised mooring specification	Ensure that every mooring meets the appropriate specification for the vessel type.	Identifying a suitably qualified naval architect or other maritime professional • Risk that the standard may be over-engineered and therefore prohibitively expensive • One standard may not be appropriate across varying conditions in each location.
Introduce a database recording mooring specifications and inspection timeframes.	Provide assurance that moorings continue to operate within the parameters of the applicable specifications.	• Who will administer the system? • Who will be authorised to inspect the moorings—a single contractor or the owners through self-inspection? • What action will be taken when an inspection is overdue?

6

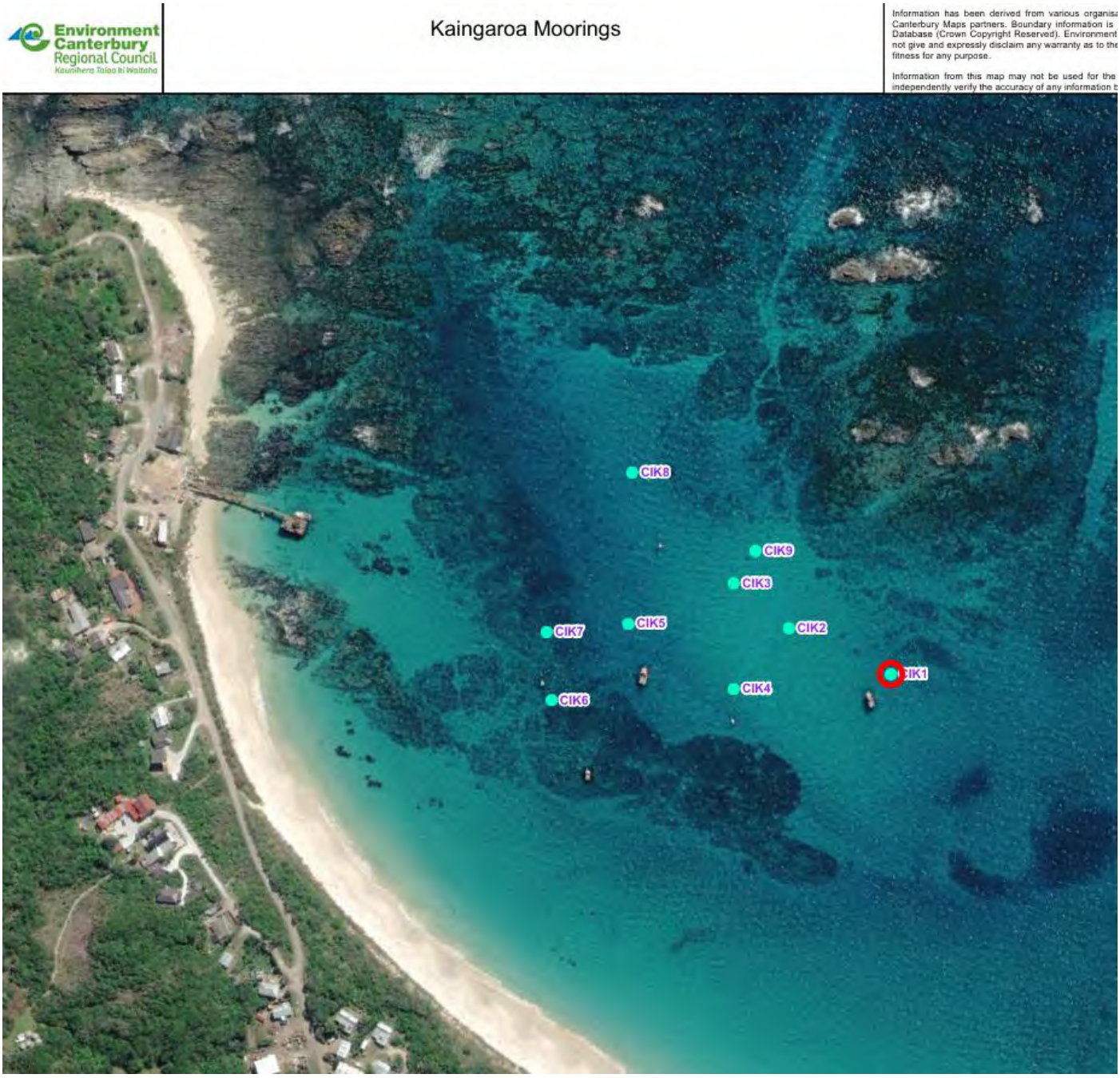
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		If components require repair or replacement: • How will it be enforced? If a mooring remains uninspected or unrepaired as required by the Bylaw: • Where will vessel go? • Who will remove the mooring? • Who will pay for removal? • How will costs be recovered?
If not already applied, charge the fees listed in the Long-Term Plan.	Revenue could contribute to the cost of administering the system.	This assumes that the fees are not currently being charged. • How will this be received by the community? • If fees are not paid, how will the Council recover the outstanding amounts?
Consider the mooring owners establishing a 'mooring association'.	Provide a coordinated, owner-led approach to arranging and funding regular mooring inspections. Inspection reports submitted to Council improving oversight and supporting compliance.	• Who would the association be run by? • What fee should be charged? • Will all mooring owners join? • What should the fee cover?

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ANNEX 1: MOORING MAPS



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Environment Canterbury Regional Council

Owenga Moorings

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not give and expressly disclaim an
fitness for any purpose.

Information from this map may n
independently verify the accuracy



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Environment Canterbury Regional Council

Port Hutt Moorings



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Environment Canterbury Regional Council

Waitangi Moorings



11

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ANNEX 2: INCIDENT LOG

21/07/2019	Kaingaroa Harbour	Other fishing vessel		Grounding	*Extreme weather caused the vessel to break its mooring and ground on the beach
15/08/2019	Owenga Wharf	Other fishing vessel		Grounding	*Boat came off its mooring and drifted onto the rocks
16/08/2019	Waitangi Wharf	Other fishing vessel		Grounding	*The vessel slipped its mooring and grounded nearby.
20/08/2020	Waitangi rocks	Fishing vessel	Shanco	Grounding	Broke off mooring - grounded, got recovered. Owner Robin Page
1/06/2020	Waitangi beach	Fishing vessel	Flinders Bay	Grounding	Broke off mooring - grounded, got recovered. Owner Steve Page
15/07/2022	Waitangi harbour	Fishing vessel		Fv broke away from swing mooring	Drifted up on to the slipway, then out in to the harbour until some other fishers came and rescued it and put it back on its mooring.
24/11/2022	Waitangi harbour	Fishing vessel		Fv broke away from swing mooring	Drifted around, then out in to the harbour until some other fishers came and put it back on its mooring.
00/08/2026	Waitangi Harbour	Fishing vessel	Stella Rose	Mooring failure	Vessel broke free of mooring during 50kt winds. Laid comfortably on the beach until recovered and returned to mooring. Mooring had reportedly been inspected prior to the vessel occupying the mooring.

Incidents shown in blue were reported to Maritime New Zealand; all other incidents were reported by the CIC Harbourmaster.

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ANNEX 3: MOORING REGISTER

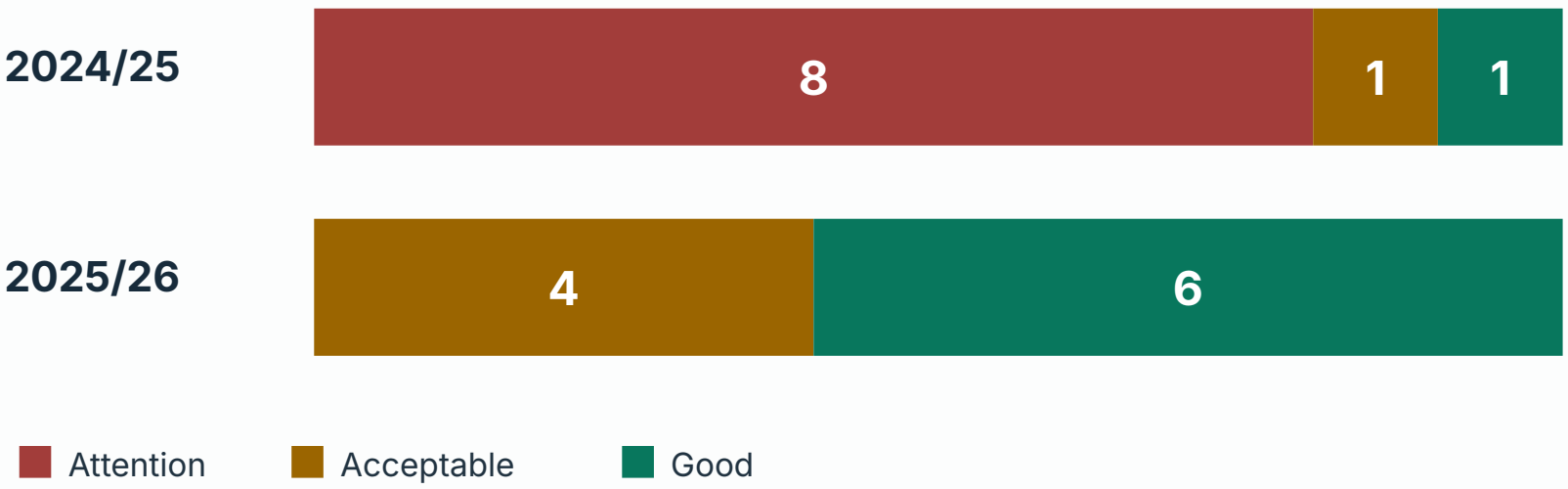
Updated: 6 October 2026

REGISTER	LICENCEE	MOORING	HARBOUR
2017.001.001	Mr Mark Taylor	CIK1	Kaingaroa
2017.002.001	Muirson Fisheries Chathams Ltd	CIK2	Kaingaroa
2017.003.001	Chatham Islands Council	CIK3	Kaingaroa
2017.004.001	Chris Morrison	CIK4	Kaingaroa
2017.005.001	Mr Valentine Croon (Jnr)	CIK5	Kaingaroa
2017.006.001	Mr Zinzan Lidgard	CIK6	Kaingaroa
2017.007.001	Nathaniel James Whaitiri	CIK7	Kaingaroa
2017.008.001	Southern Tide Fishing Ltd	CIK8	Kaingaroa
2017.009.001	Chatham Islands Council	CIK9	Kaingaroa
2017.019.001	Mr Cameron Ward Gregory-Hunt	CIO10	Owenga
2017.020.001	Mr Ian King	CIO11	Owenga
2017.021.001	Mr Dallon Gregory-Hunt	CIO12	Owenga
2017.011.001	Chatham Islands Council	CIO2	Owenga
2017.012.001	Mr Phillip Ross Christiansen	CIO3	Owenga
2017.013.001	Mr Paul Alan Meo	CIO4	Owenga
2017.015.001	Mr Robin Andrew Page	CIO6	Owenga
2017.016.001	Mr Jason Allan Ryan	CIO7	Owenga
2017.017.001	Mr Marlon Thomas	CIO8	Owenga
2017.018.001	Mr Vincent Dix	CIO9	Owenga
2017.022.001	Mr Kevan Huia Clarke	CIP1	Port Hutt
2017.023.001	Mr Kevan Huia Clarke	CIP2	Port Hutt
2017.024.001	Mr Kevan Huia Clarke	CIP3	Port Hutt
2017.025.001	Chatham Islands Council	CIP4	Port Hutt
2017.026.001	Chatham Islands Council	CIP5	Port Hutt
2017.027.001	Chatham Islands Council	CIP6	Port Hutt
2017.028.001	Chatham Islands Council	CIP7	Port Hutt
2017.029.001	Mr Robert Lanauze	CIW1	Waitangi
2017.038.001	Mr Stephen Page	CIW10	Waitangi
2017.039.001	Mr John Charles Preece	CIW11	Waitangi
2017.040.001	Mr Valentine Croon (Jnr)	CIW12	Waitangi
2017.041.001	Mr Phillip Ross Christiansen	CIW13	Waitangi
2017.042.001	Mr Robin Andrew Page	CIW14	Waitangi
2017.043.001	Mr Jeff Clarke	CIW15	Waitangi
2017.044.001	Mr Vincent Dix	CIW16	Waitangi
2017.045.001	Mr Marlon Thomas	CIW17	Waitangi
2017.046.001	Mr James Edward McCormick	CIW18	Waitangi
2017.047.001	Mr Stephen Page	CIW19	Waitangi
2017.030.001	Mr Riki Tuanui	CIW2	Waitangi
2017.048.001	Mr Darrell Fraser	CIW20	Waitangi
2017.049.001	Mr Kairyn King	CIW21	Waitangi
2017.051.001	Mr Pita Thomas	CIW23	Waitangi
2017.031.001	Mr Cameron Ward Gregory-Hunt	CIW3	Waitangi
2017.032.001	Mr Thomas Tuanui	CIW4	Waitangi
2017.033.001	Mr Paul Alan Meo	CIW5	Waitangi
2017.034.001	Mr Paul Alan Meo	CIW6	Waitangi
2017.035.001	Mr Neville David Hoani Day	CIW7	Waitangi
2017.036.001	Mr Ian King	CIW8	Waitangi
2017.037.001	Mr Conrad Day	CIW9	Waitangi

A marked improvement in audit outcomes

Independent Audit Office assessments, 2024/25 and 2025/26

Assessment areas requiring attention



GOING CONCERN

Material uncertainty

2024/25	Included
2025/26	Not required

AUDIT TIMELINE

- 2025 audit: 10 Dec 2025
- 2026 opinion expected: 28 Oct
- Council adoption: 29 Oct

Sources: Audit Office reports to Council, 10 Dec 2025 & 23 Oct 2026 (Appendix 3; going concern).

Position at 24 October 2026 · Subject to audit sign-off

Ten measures. No areas requiring attention.

Audit Office assessment of financial reporting, service performance and governance processes

AUDIT OFFICE MEASURE	2024/25	2025/26
Financial statements comply with standards	Attention	Acceptable
Supporting financial information available on time	Attention	Good
Accounting records reconcile to statements	Good	Good
Accounting treatment supported by records	Attention	Good
Papers for complex judgements and estimates	Acceptable	Acceptable
Governors challenge management judgements	Attention	Good
Service performance complies with standards	Attention	Acceptable
Supporting service information available on time	Attention	Good
Service performance agrees to records	Attention	Acceptable
Previous recommendations addressed on time	Attention	Good

Eight ratings improved. Two were maintained. None deteriorated.

Source: Audit Office, Report to Council 2025/26, Appendix 3 (comparison with 2024/25).

Position at 24 October 2026 · Subject to audit sign-off

Real progress. Material challenges remain.

An improved audit outcome is a stronger starting point, not an end point.

01 **Long-term funding**

A small rating base and continued reliance on Crown funding constrain financial sustainability and infrastructure renewal.

02 **Water services**

The revised delivery plan remains outstanding. Delivery arrangements, investment needs and funding are not yet settled.

03 **Asset evidence and renewal**

Around $2m of water and wastewater assets still have incomplete condition information; roading valuation assumptions require better alignment.

04 **Controls and accountability**

Six Medium-rated recommendations remain open; three findings are now closed. Further work is needed on purchasing, interests and expenditure controls.

Source: Audit Office 2025/26 draft Report to Council, pp 6–15; Annual Report Notes 15–16.

Position at 24 October 2026 · Subject to audit sign-off

Sustain the improvement, address the foundations

A focused programme of work through the 2027–37 Long-Term Plan and beyond

01

Maintain reporting discipline

- Maintain timely, reliable financial and service performance reporting
- Close six remaining Medium-rated audit actions
- Embed PwC support and complete the ECan handover

02

Deliver the 2027–37 LTP

- Integrated work programme, evidence and oversight
- Prepare for Audit Office handover on 26 February 2027
- Set out credible funding, renewal and service priorities

03

Resolve infrastructure pressures

- Strengthen water and wastewater asset condition data
- Progress water delivery options and the amended plan
- Maintain focused Crown engagement on investment needs

Council's task: turn this stronger assurance into enduring service and financial resilience.

Sources: Audit Office 2025/26 draft Report to Council; Council LTP and service-transition programme.

3. Finance

3.1 Financial Report

Date of meeting	29 October 2026
Agenda item number	3.1
Author/s	Bob Penter, Interim Chief Executive / Megan Hogath, PWC

Purpose

To present to the financial report as at September 2026.

Recommendations

That the Chatham Islands Council receives the report.

Chatham Islands Council - Council cash financial report year-to-date transactions

Report to 30 September 2026

Year to date 'cash' transactions for three months	Revenue	Expenditure	Net surplus/ (loss)	Capital	Cash surplus/ (loss)
Leadership & community partnerships	348	64,408	(64,060)	-	(64,060)
Transportation, roading & coastal networks	997,373	586,830	410,543	483,945	(73,401)
Roading	996,530	566,930	429,600	483,945	(54,344)
Coasts	843	19,900	(19,057)	-	(19,057)
Three waters supply & treatment - potable water	104,050	65,650	38,400	-	38,400
Three waters supply & treatment - wastewater	120,598	26,034	94,564	-	94,564
Waste management & minimisation	119,820	105,745	14,075		14,075
Community development & emergency response	47,819	227,990	(180,171)	-	(180,171)
Community services	47,819	205,293	(157,474)	-	(157,474)
Emergency services	-	22,697	(22,697)	-	(22,697)
Environmental protection, compliance & planning	20,627	105,615	(84,988)	-	(84,988)
Biosecurity and animal control	14,479	95,253	(80,774)	-	(80,774)
Resource management and regulatory	6,148	10,362	(4,214)	-	(4,214)
Corporate services and other overheads	4,704,896	490,005	4,214,890	-	4,214,890
Corporate services	501,896	490,005	11,890	-	11,890
Annual appropriation	4,203,000	-	4,203,000	-	4,203,000
Totals	**6,115,531**	**1,672,277**	**4,443,254**	**483,945**	**3,959,309**

All figures are cash based and exclude year-to-date depreciation budgeted at $2,573,000 for the year.

Notes:

Leadership & community partnerships	Expenditure mainly relates to allocated staff costs and Council governance activities, including Councillor honoraria.
Transportation, roading & coastal networks	Roading projects primarily on track. NZTA subsidy rate remains at 88%.
Three waters supply & treatment - potable water	Water revenue largely reflects annual rates and expenditure remains below the annual budget profile. Major renewals remain dependent on external funding.
Three waters supply & treatment - wastewater	Wastewater revenue primarily reflects rates recognised for the full year, while expenditure to September remains low. Funding constraints continue to limit essential maintenance and renewals, increasing the risk of service and asset issues.
Waste management & minimisation	No comments to note.
Community development & emergency response	Community services expenditure is broadly in line with the early-year budget profile. Emergency management costs remain low following staffing changes. The petrol function has transferred to another provider reducing costs. Grant-funded projects may increase expenditure as delivery progresses.
Environmental protection, compliance & planning	Expenditure is below the annual budget profile and continues to relate largely to services supported by ECan. Current regional service arrangements are expected to change from July 2027, with future delivery costs to be considered as part of the 2027-37 Long-Term Plan.
Corporate services and other overheads	Corporate expenditure is broadly in line with the first-quarter budget. Insurance represents a significant portion of costs incurred to date. The full $4.203 million annual DIA contributes to the strong early-year cash position.

Chatham Islands Council - Council cash financial report year-end forecast (continued)

Report to 30 September 2026

Remaining 'cash' difference to budget for nine months	Revenue	Expenditure	Net Surplus/ (loss)	Capital	Cash surplus/ (loss)
Leadership & community partnerships	818	182,940	(182,122)	-	(182,122)
Transportation, roading & coastal networks	3,418,724	1,297,870	2,120,854	2,518,555	(397,702)
Roading	3,384,647	1,219,790	2,164,857	2,518,555	(353,699)
Coasts	34,077	78,080	(44,003)	-	(44,003)
Three waters supply & treatment - potable water	-	301,653	(301,653)	-	(301,653)
Three waters supply & treatment - wastewater	-	192,579	(192,579)	-	(192,579)
Waste management & minimisation	5,436	807,247	(801,811)	-	(801,811)
Community development & emergency response	484,643	753,727	(269,084)	-	(269,084)
Community services	484,643	575,995	(91,352)	-	(91,352)
Emergency services	-	177,732	(177,732)	-	(177,732)
Environmental protection, compliance & planning	151,647	831,548	(679,901)	-	(679,901)
Biosecurity and animal control	2,193	499,574	(497,381)	-	(497,381)
Resource management and regulatory	149,454	331,974	(182,520)	-	(182,520)
Corporate services and other overheads	334,874	1,493,167	(1,158,292)	-	(1,158,292)
Corporate services	334,874	1,493,167	(1,158,292)	-	(1,158,292)
Annual appropriation	-	-	-	-	-
Totals	**4,396,143**	**5,860,731**	**(1,464,588)**	**2,518,555**	**(3,983,143)**
Expected annual transactions	**10,511,674**	**7,533,008**	**2,978,666**	**3,002,500**	**(23,834)**
Annual Plan/Budget	**10,511,673**	**7,533,008**	**2,978,665**	**3,002,500**	**(23,835)**

The above tab takes the difference between amounts in the Annual Plan Budget and year-to-date transactions (above), to estimate remaining transactions to year end, with the exception of adjustments made below.

Key points:		
Expected remaining cash movement to 30 June 2027	(3,983,143)	*We expect to spend more than we receive for the next nine months*
Estimated overall cash movement to 30 June 2027	(23,834)	*We expect to spend slightly more than we receive for the year*

Notes:

Corporate services and other overheads	Corporate spending is broadly in line with the early-year budget profile, although insurance is a significant cost to date. Audit fees will increase this year, due to the addition of a Long-Term Plan audit.

Chatham Islands Council - Council financial report benchmarks (continued)

Report to 30 September 2026

Ratio or measure of sustainability	Achieved?	Target	Sept-26	May-26	Mar-26
Cash management:					
Available cash/ (overdraft)	Yes	> -$150k	1,548,107	1,133,632	1,737,882
Total cash/ (overdraft)	Yes	> $200k	4,627,818	1,474,996	2,079,246
Working capital ratio (ability to pay our bills)	Yes	> 1	6.20	2.05	5.36
Operating cash performance:					
Net cash movement for period (2026/27)	Yes	> $0	3,540,779	1,276,235	1,880,485
Operating performance (cash flow) ratio	Yes	> 5%	76%	14%	21%
Adjusted balanced budget (cash) ratio	Yes	> 100%	284%	117%	130%
Asset replacement:					
Asset sustainability ratio	No	> 85%	75%	132%	135%

Notes:

Council's strong September cash position reflects the annual DIA appropriation received in July. Cash balances are expected to reduce as the year's operating costs and capital works are paid.

The cash-based balanced-budget ratio is 284%, significantly influenced by the upfront annual funding receipt rather than a recurring surplus. The asset sustainability ratio is 75%, below the 85% benchmark, although capital spending is seasonal.

The Annual Plan indicates a small cash deficit of approximately $24,000, rather than a revised forecast. Council should continue prioritising expenditure and monitoring roading works and Crown/NZTA funding, recognising that spending reductions may affect service levels.

Formulas:

Working capital ratio (ability to pay our bills)	*=(SUM(cash and debtor assets, excluding JV)/(SUM(creditors, excluding year end accrual adjustments))*
Net cash movement for period (2026/27)	*=(Total current bank balance)-(Total bank balance 2025/26)*
Operating performance (cash flow) ratio	*=(Total current bank balance)/(Total operating revenue for the period)*
Adjusted balanced budget (cash) ratio	*=(Total operating revenue for the period)/(Total operating expenditure & capital for the period)*
Asset sustainability ratio	*=(Total capital expenditure for the period)/(Total depreciation for the period)*

Highlighting rules:

Ratio within benchmarked expectation	Yes	Ratio not within benchmarked expectation	No
Ratio within +/- 2% of benchmarked expectation	Acceptable		

Council Meeting

3.2 Annual Report Adoption 2025/26

Date of meeting	29 October 2026
Agenda item number	3.2
Author/s	Tanya Clifford – ECan corporate accountant

Purpose

To present the Annual Report and Summary Annual Report for the year ended 30 June 2026 for adoption by Council, noting that Council adopted these documents before the statutory deadline of 31 October 2026.

Recommendations

That the Council:

1. **Receives** the draft Annual Report and Summary Annual Report for the year ended 30 June 2026.
2. **Authorises** the Mayor and Chief Executive to sign the Letter of Representation provided to Audit New Zealand.
3. **Receives** the audit opinions issued by Audit New Zealand for the Annual Report and Summary Annual Report for the year ended 30 June 2026.
4. **Receives** the audited Annual Report and Summary Annual Report for the year ended 30 June 2026.
5. **Adopts** the audited Annual Report and Summary Annual Report for the year ended 30 June 2026.
6. **Approves** the publication of the Annual Report and Summary Annual Report for the year ended 30 June 2026.
7. **Delegates** authority to the Chief Executive to approve any minor editorial, formatting or presentational changes required prior to publication, provided such changes do not materially alter the content of the Annual Report or Summary Annual Report.

Background information

Council is required by the Local Government Act 2002 to prepare and adopt an Annual Report for each financial year. The Annual Report must be completed and adopted by resolution within four months of the end of the financial year and made publicly available, together with a Summary Annual Report, within one month of adoption.

The Annual Report must include several mandatory disclosures (including compliance with reporting standards) and be adopted by 31 October in that year.

SENSITIVE

Discussion

The purpose of the Annual Report is to:

- compare actual activities and performance with those planned in the Long-Term Plan and Annual Plan; and
- promote accountability to the community for the decisions and activities undertaken during the year.

The Annual Report outlines Council's financial and non-financial performance for the year ended 30 June 2026 and reports progress against the performance measures and activities set out in Year three of the Long-Term Plan. As Council is currently preparing the 2027-37 Long-Term Plan, this reporting provides an opportunity for Council to reflect on whether the current performance measures and levels of service remain appropriate and meaningful for the community.

The audit of the Annual Report and Summary Annual Report was completed by Audit New Zealand. The audit process was completed smoothly, enabling Council to adopt both documents before the statutory deadline of 31 October 2026.

Following adoption, the Annual Report and Summary Annual Report will be published on Council's website and made available to the community in accordance with legislative requirements.

Financial Position and Outlook

Improved financial position

Council's financial position improved during 2025/26, with an operating surplus before revaluation of approximately $1.2 million, cash balances increased by $0.5 million, and liabilities reducing by $0.6 million compared with the previous year. This result was achieved through careful expenditure management and lower-than-budgeted capital expenditure.

While these measures strengthened Council's short-term financial position, some savings were achieved by reducing expenditure on regional council activities. As a result, several performance measures were not achieved, reflecting the difficult balance between maintaining service levels and ensuring financial sustainability.

The stronger cash position provides greater short-term financial stability. However, a significant portion of the Council's available cash is committed to grant-funded projects that are yet to be completed and are therefore not available for general operating purposes unless Council determines otherwise.

Ongoing considerations

While Council's financial position has strengthened, several significant challenges remain. Continued investment will be required to maintain and renew ageing infrastructure, particularly within the water and wastewater networks, and to meet increasing compliance requirements arising from the Local Water Done Well reforms.

Council must also continue to respond to wider local government reform initiatives and an increasingly complex legislative environment. These changes have the potential to increase compliance costs, place additional demands on limited organisational resources, and create uncertainty around future service delivery and funding requirements.

Maintaining financial sustainability will require ongoing expenditure discipline, continued access to external funding opportunities, and a funding model that supports both current

SENSITIVE

service levels and future infrastructure needs. These matters will be important considerations as Council develops its 2027-37 Long-Term Plan and considers its long-term priorities, levels of service, and investment requirements.

Attachments

1. Chatham Islands Council Annual Report for the year ended 30 June 2026 (updated version to be tabled if applicable)

2. The summary Annual Report for the year ended 30 June 2026

4. Works & Services

4.1 Stantec Report – September 2026

Date of meeting	29 October 2026
Agenda item number	4.1
Author/s	Stantec New Zealand

Purpose

To update and inform Council about its Engineering Services contract.

Recommendations

THAT the report be received.

Background

Members from the Stantec team will teleconference in to the meeting to give a verbal report on monthly activities.

Attachments

1. Stantec Monthly Report September 2026

Stantec

CIC Engineering Services Contract: Monthly Report

Roading Update – September 2026

September Roading Highlights:

The Maipito Road cattle stop and fencing look excellent, and it sounds like they are working well.

The final works at Maipito Bridge have now been completed.

Roading Works Programme:

Short- & Medium-Term Roading Forward Work Programme	
Bridges and Structures	• Some minor maintenance items on the Hawaiki, Te Awainanga, and Nairn Bridges will be undertaken this year
Pavement Renewals	• The next round of unsealed pavement strengthening will start after winter is finished, to avoid half-finished work being rained off. Focus is on section of North Road and Tuku Road, before moving to WW-O depending on the budget available.
Drainage	• Winter drainage maintenance including clearing swales and replacing damaged and undersized culverts.
NZTA Funding	• Final funding levels are due to be submitted to NZTA before 11th December • Some additional information is likely to be requested in support of the indicative funding levels submitted in August
Long Term Roading Forward Work Programme	
Bridges and Structures	• Some minor component replacements on the Washout Creek Bridge and Kiringe Bridge are needed in the 12 to 18-month time frame.
Maintenance Contract	• Tender for New Maintenance Contract in Mid-2027.

Roading September Reports by asset & activity:

Pavement Maintenance	
Previous Status: • Maintenance grading, re-metalling, and pothole filling continues where weather conditions allow. • In wetter months some repairs need to be suspended when the pavement is too saturated to repair properly • Pavement strengthening sites for FY 26/27 are located on: - North Road West of Ocean Mail, and Prior to Kaingaroa Road - Tuku Road over the hill at the cell phone tower - Waitangi Wharf – Owenga Road from Prior to the Marae, and before the CIET Offices.	***Updates:*** • Ongoing works for this season's programmed strengthening sites.

Drainage Maintenance	
Previous Status: • A number of culvert replacements have occurred across the network, with more to happen once materials are received from the mainland	***Updates:*** • Culvert materials have now arrived on the island and are scheduled to be installed to replace some identified deficient and damaged culverts across the network.

Bridge & Structures Maintenance	
Previous Status: • Some final Quality Assurance information is still outstanding, and then the bridge can be opened • Cattlestop and fence installed on Maipito Road to provide a deterrent to feral cattle ending up in town. • Some minor maintenance works have been identified at other bridges across the island. • Additional shoulder batter works required on the approaches to Maipito Bridge, to reduce long term maintenance needs	***Updates:*** • The Maipito cattle stop installation looks excellent and is effectively reducing stock numbers in town • Maipito bridge works have now been fully completed.

Kaingaroa & Owenga Wharves	
Previous Status: • Stantec are pricing options for the remaining Better Off funding to be directed towards Kaingaroa wharf. • We are working through some lighting options, renewal of the fenders and mooring facilities, some structural member replacements, and considerations for the crane • Nothing will be committed until the RIF application outcome is known.	***Updates:*** • No Updates for September

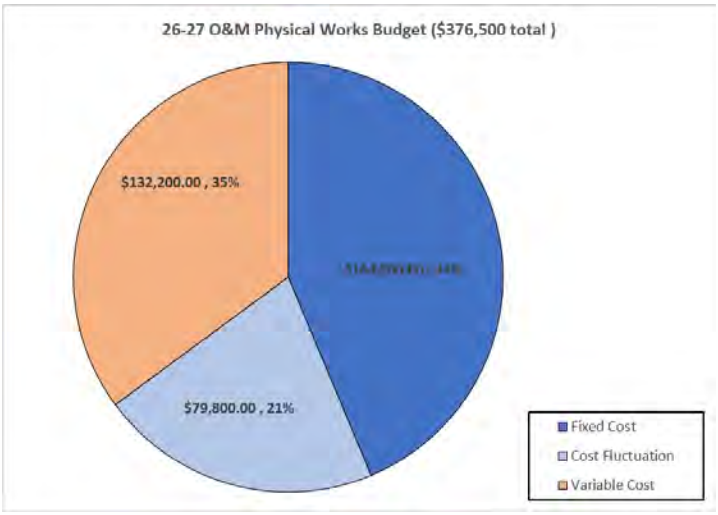
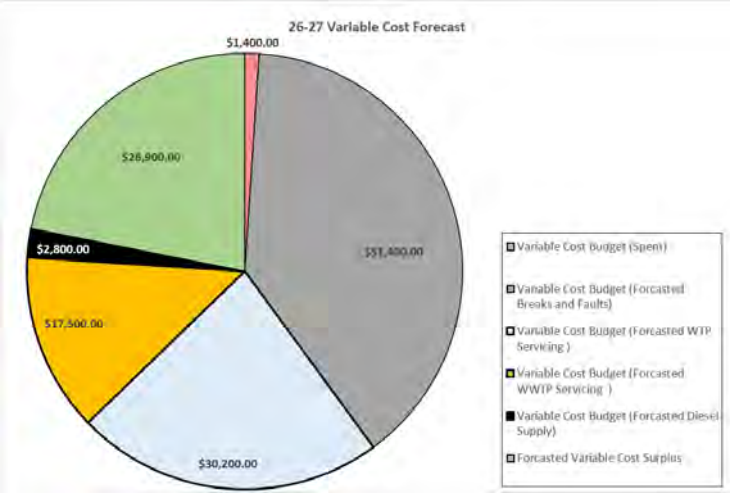
Network & Asset Management	
Previous Status: • A memo with the proposed NZTA funding for the 27-30 investment period has been presented to Council, for discussion at the next Council Meeting • The end of year carry over from FY 25/26 has resulted in a surplus of funding being available for Roading for this year, and we have presented a discussion paper about re-directing CIC's local share into infrastructure or projects that might benefit more from it	***Updates:*** • The first queries from the 25/26 audit have come through to us, they haven't been onerous so far

NZTA Waka Kotahi Updates	
Previous Status: • Indicative funding application for NLTP 2027-30 has been submitted. • NZTA have suggested a Government Policy statement for transportation is unlikely to be released before November	***Updates:*** • NZTA asked for us to declare an initial surplus to match some forecasting, at the moment a conservative surplus has been declared that is still more than the indicative programme requires.

Stantec Site Visits	
Previous Status: • Kirsten Norquay visited 24th – 27th March, Rebecca and Nigel visited in May and August	***Updates:*** • Kirsten and Jack will visit in October

Stantec

CIC Water and Wastewater O&M meeting – September 2026

Three Waters Funding		
Item	***Current Status:***	***Action***
General	• The ship is currently on schedule. • The planned maintenance schedules seem to be working well so far and is live. Formalising report currently paused due to funding. • All DIA funded critical works items have been removed from the meeting agenda. These will be discussed at a separate reoccurring meeting between Stantec and Fulton Hogan. • New DWQARs have been released these come into effect 1 July 2027 • The budget for 2026-2027 financial year has been confirmed, refer to graphs below. • Contractor to notify Stantec (JB and KN) ASAP whenever there is a risk to supply quality or quantity. Use personal numbers if incidents occur over the weekend.  	
Opportunities	*Opportunities:* • Utilizing full potential of Water Outlook for monitoring and reporting. Currently paused due to funding. • Asset condition assessment. Stantec have shared belowground WW pipes. FH to check whether these can be added to the GIS system.	PG

Water Supply		
Project:	***Current Status:***	
Kaingaroa Water Supply Scheme	• **New Issues:** o RP explained that there was leak in the Kaingaroa WS network causing drain down of the treated water reservoir to a low level. The leak was thought to have been fixed at about 6:30 last night. Currently there is about 30,000L in the treated water reservoirs and the raw reservoirs are filling. ST and RP are heading out this afternoon to check and will provide an update to JB.	ST/RP
	• **Ongoing Issues** o Annual sampling last taken in November 25. The next lot of annual samples is due before November 26. RP explained that Hills usually send out sampling bottles in advance. ST to confirm when annual sampling bottles will be sent out. o FH found the Kaingaroa raw water pumping main close to road during recent works on a culvert. ST to send location and photos to JB. o Need a methodology for cleaning the 30,000 L tanks. For the frequency of cleaning required, pool cleaning equipment and a trash pump is expected to be the most effective option. ST will investigate options and purchase equipment when in Auckland later this month. FH to develop safe cleaning procedure which is suitable for the island. o Kaingaroa school (MoE) plans to remove their 30m³ tanks and add a direct connection to the Kaingaroa scheme. No update from MoE	ST ST ST
	• **Work in Progress:** o FH are cleaning up the intake pump shed in preparation for the new pump installation. ST to confirm this has been completed. o Installation of the new diesel pump and hydraulic system. RP is talking to Danny tomorrow to plan. RP noted that the concrete pad may need to be extended. o MP confirmed that there should be hydraulic oil in the new hydraulic power pack reservoir (should be full). ST to issue methodology for pump replacement to JB. o JB noted that there is already a methodology for the intake extension. o RP confirmed that the intake screen has arrived on island. o New critical spares to be stored in Waitangi and labelled. FH are currently having a tidy and are preparing a comprehensive register to record what is on island. Still in progress.	ST RP ST ST
	• **Completed:** o Monthly samples taken on Monday 21 September 2026. o Door vents installed at Kaingaroa WTP o DIA funded materials have arrived on island. o Ongoing operations and maintenance	
	• **Critical Works Updates** o All critical works (outside of the DIA funded package) currently paused due to funding constraints.	
Waitangi Water Supply Scheme	• **New Issues:** o None	
	• **Ongoing Issues:** o Water usage is around low 45-50m³. More tourists on island this month causing slightly elevated usage. o JB explained that there is an issue with the turbidity meter connecting to the online data platform, which was picked up during recent compliance reporting for quarter two. RP noted that there are no obvious issues with the turbidity meter	RP

	at the plant, it appears to be reading. Plan to get Danny (M2M) to look at this when he is on site for the DIA funded critical works. o RP explained that there is no way of flushing the watermain between Tiki Tiki and town. Installing a valve and manifold at the delivery pump would allow backflushing. FH to install a valve and flange at the treatment plant to allow flushing in the future. This can be claimed under dayworks rates. ST to programme works.	ST
	• **Work in Progress:** o Replacement of the leaky contact tank approved. ST to confirm when works can be programmed. o RP has shared a list with the media required for each filter with Stantec. Filtec will add typical replacement frequencies for each media type as well as consumables. JB to send completed list to PG and ST to add to maintenance schedules when available. o RP to check that all materials that Danny needs for the installation of the DIA funded works are on island. RP to talk to ST/MP if anything is missing so that parts can be ordered. JB noted that Fulton Hogan supplied parts are outlined in critical works memo 3 (CW3). o Replacement pH and FAC analyser control is on island. Planning to install when Danny (Connect M2M) is on island.	ST JB RP
	• **Completed:** o Recent compliance reporting for quarter two identified that the Waitangi network FAC sampling frequency was not being met. FH have a plan in place to ensure FAC sampling frequency is achieved going forward. o Bore housing has been installed. o Monthly samples taken on Monday 21 August 2026 o Ongoing operations and maintenance	
	• **Critical Works Updates** o None	
Compliance Monitoring **August 2026**	***August 2026 Monthly Water Quality Compliance:*** • *Waitangi (17-08-2026)* o No E. coli or Total Coliforms detected in raw, treated, or network samples. o Treated water turbidity (0.08 NTU) was below the operational target (0.3 NTU). o The UVT for treated water was satisfactory at 98.4%. ▪ Protozoa compliance is being met. • *Kaingaroa (17-08-2026)* o No E. coli or Total Coliforms detected in raw, treated, or network samples. o Chlorate measured at 0.138 mg/L, below the 0.8 mg/L MAV. A continued drop from recent months post chlorine supplier change. o Treated water turbidity (0.24 NTU) was below the operational target (0.3 NTU). o The UVT for treated water was not satisfactory on the day of sampling at 61.9%. ▪ Protozoa compliance may not be being met. • *Recycling Center Supply (17-08-2026)* o No E. coli or Total Coliforms detected in treated sample • *Council Office Supply (not a CIC supply) 17-08-2026* o No E. coli or Total Coliforms detected in treated sample. o The UVT was good at 98.6%	

Wastewater		
Project:	***Current Status:***	
Waitangi Wastewater Scheme	• **New Issues:** o None	
	• **Ongoing Issues:** o Septic tank is due to be emptied. o Steve Riley is due to come out October/ November to service the plant. o RP explained that recent UV readings have been lower than usual 15-20 compared to 20-30. Continue to monitor, likely to improve post annual service. Compliance monitoring continues to show good removal.	
	• **Work in Progress:** o Ongoing operations and maintenance	
	• **Completed:** o Wastewater pump successfully freed from the bottom of the balance tank. Entry to the tank was successful. No signs of tank damage observed while the tank was drained down. o The old balance tank has been emptied. Ready to be removed and disposed of when funding allows. o Ongoing operations and maintenance.	
	• **Critical Works Update** o None	
Compliance Monitoring August 2026	***August 2026 Monthly* Compliance Monitoring** • All parameters were below the annual median except for ammonia nitrogen (1 mg/L higher). The land application system will further reduce nitrogen and micro-organisms prior to reaching groundwater.	
AOB	None	

Stantec

Solid Waste Update – September 2026

Landfill Operation	
Current Status. • The 20-tonne excavator is operating at the landfill, and expectations are that compaction will improve due to increased machine weight. • FH recommend installing a shelter at the landfill for the excavator. A structure consisting of two shipping containers with domed canvas shelter spanning between them is proposed. FH to get a price on this. • FH staff to provide information for the Owenga Landfill Annual Report. • Firebreaks have been mowed around the landfill. • Consultant has been approved for the Weed & Pest Survey. • Landfill survey is likely to be done in September. • Stantec has explained the function of the pilot leachate treatment plant to FH staff. • Stantec has gone over the landfill inspection sheets with FH staff and have made some amendments to them, at FH staff suggestion, to facilitate the reporting. • FH staff have raised the issue of algae growing in the leachate pond. This has been investigated by Stantec by looking at leachate sampling results and the present thinking is that the algae may be treating the water in the leachate pond. The situation should continue to be monitored with the algae left in the pond in the meantime. • Andra Shaw has taken over responsibilities that Arlette used to have.	***Actions – Stantec*** • To continue working with CIC and FH on operational matters. • Stantec to discuss completion of the Owenga Annual Report with CIC given late timing. ***Actions - Council*** • None noted. ***Actions – Fulton Hogan*** • FH staff to accompany ECan staffer in the field to learn where the sampling locations are. • FH to provide a price for the excavator shelter. • FH staff to provide information for the Annual Report. • FH to undertake the landfill survey.
Te One Operations	
Current Status. • No additional signage is needed at Te One other than operational restrictions around the scrap metal stockpile. • Manufacture of the metal skip bins has been delayed due to a manufacturing error which is being corrected by the supplier at no extra cost. They are now expected to be delivered in September. • FH estimate that three skip bins will be dedicated to waste minimisation which means the cost of them could be covered through waste levy funding. • FH has installed Starlink at Te One which has sorted out the internet connectivity issue. • FH propose that three security cameras be installed and will draw up a plan showing the proposed coverage before getting a quote. • The wastewater system at Te One has been serviced and operational changes implemented to stop solids entering the system and causing blockages. • Roading repairs are to be done on site, and the upper areas may need additional aggregate because the ground conditions are soft.	***Actions - Stantec*** • Work with Council and Fulton Hogan staff to identify a solution for the waste scrap metal. ***Actions - Council*** • No actions noted. ***Actions – Fulton Hogan*** • Follow up with recyclers in NZ about the acceptance of recyclable materials. • To deliver the metal skip bins. • To make stands for the new metal skip bins. • To provide a plan of the proposed security camera coverage and a quotation to purchase and install them. • To fill potholes in roading areas.
Other Waste Management Matters	
Current Status: • Monthly solid waste matters meetings have been re-scheduled for 2nd Wednesday of every second month. Next meeting is on 14 October 2026.	***Actions - Stantec*** • None noted. ***Actions - Council*** • Council to provide direction for recycling and who FH are to work with.

• CIC, FH and Stantec have worked on a disposal plan for dealing with birds potentially affected by the bird flu virus. • The gantry trailer is working well. • FH have dealt with a further smaller oil spill at the Kaingaroa TS. • FH have paused on discussions with an external recycling organisation pending CIC direction on this matter. All new resource recovery initiatives to align with CIC objectives and contractual arrangements. • FH reported that there is an increased focus on material reuse and resource recovery.	• To consider replacement of Hino truck. • CIC to invoice house demolition waste charges directly to the builder. ***Actions – Fulton Hogan*** • To continue to identify waste sources in OWLS returns. • To implement measures according to the bird flu preparedness management plan.

4. Works & Services

4.2 Fulton Hogan Road Maintenance Report

Date of meeting	29 October 2026
Agenda item number	4.2
Author/s	Fulton Hogan Contract Manager

Purpose

To inform and update the Council on the Chatham Islands Road Maintenance programme.

Attached is the monthly report from Fulton Hogan.

Recommendation

THAT the report be received.

chatham islands council

MAINTENANCE CONTRACT REPORT SEPTEMBER 2026



Fulton Hogan

Work Summary

Outline of work conducted during month Routine Maintenance and Operations Pavement Renewals Sealed Road Resurfacing Drainage Renewals Bridge and Structure Renewals Traffic Services Minor Improvements Vegetation Control Dayworks Programmed Work for following month Schedule of Work by Road Name

1. Maintenance Grading
2. Unsealed Maintenance Metaling

Next Month's Target Crash Damage Report Summary Monthly Safety Report and Statistics

Safety
Engagements
Metal Stockpiles

CIC Owned Materials Signs Culvert Pipes Environmental Compliance & Feedback Environmental Compliance Stakeholder Complaints Register Public Relations & Community Involvement Innovation

When conditions allow, we will continue with the blended maintenance material and continue to monitor areas already done to gauge how they perform in the wet/dry conditions.

Summary of Monthly Progress Claim by Work Category

1. Miscellaneous
2. Traffic Counting
3. Pitt Island
4. Wind Damage

Work Summary

Outline of work carried out during the month.

September saw continued progress across the roading network, with a focus on completing the Maipito Bridge project, advancing drainage renewals, and undertaking routine maintenance activities across the network.

The Maipito Bridge Replacement Project was successfully completed during the month and is now fully open to the public with no traffic management restrictions in place. Final shoulder construction, pavement marking, batter reinstatement, and river protection works were completed, along with the associated cattle stop installation. The project has now entered the final documentation and close-out phase.

Drainage renewals progressed following the arrival of culvert materials on the Chatham Islands. Programming has been developed for the replacement of the Waitangi Wharf-Owenga Road culvert, along with the replacement of the failed outlet extension on Tuku Road. Culvert replacement works were successfully completed on Kaingaroa Road and North Road during September, improving drainage resilience across several key sections of the network.





Routine maintenance activities continued throughout the month, including grading, unsealed road metalling, vegetation control, road inspections, and response works associated with weather-related damage. The team also continued monitoring areas requiring pavement repairs, including the sealed approach near Lower Nairn Bridge and the deteriorating seal surface on Waitangi Bridge.

Monitoring of Owenga Wharf conditions continued following the application of anti-slip treatment. Early results indicate improved surface conditions, although ongoing monitoring remains necessary. Investigations also commenced into options for improving lighting management at the wharf following reports that users were not switching lights off when leaving the facility.

Fulton Hogan continued to support the safe, reliable, and resilient operation of the transport network while progressing key maintenance and renewal activities identified by Council and Stantec.

Routine Maintenance and Operations

- Maintenance grading was completed across the network as required.
- Unsealed road metaling programme continued.
- Culvert maintenance, installation and renewal works undertaken.
- Routine bridge monitoring and inspections completed.
- Network inspections were carried out following weather events.
- Monitoring of Owenga Wharf anti-slip treatment effectiveness.
- Asset updates commenced for newly installed signs, culverts, bridge assets and cattle stop infrastructure.

Pavement Renewals

N/A

Sealed Road Resurfacing

N/A

Drainage Renewals

Drainage renewals advanced significantly during September following the arrival of culvert materials on the island.

Key activities included:

- Programming for Waitangi Wharf-Owenga Road culvert replacement.
- Ongoing programme of minor culvert repairs and replacements.
- Investigation and service location work associated with the blocked Horler Culvert on Tuku Road.
- Planning for replacement of the failed outlet extension at Tuku Road.
- Completion of culvert replacement works on Kaingaroa Road.
- Completion of culvert replacement works on North Road.
- Culvert stock received and available for planned October works.

Bridge and Structure Renewals

The Maipito Bridge Replacement Project was successfully completed and opened to the public during September.

Works undertaken included:

- Completion of all bridge construction activities.
- Completion of shoulder construction and pavement marking.
- Batter reinstatement and river protection works.
- Placement of face rock along the river edge.
- Completion and commissioning of the associated cattle stop.
- Removal of temporary traffic management.
- Opening of the bridge for unrestricted public use.
- Preparation of project completion and close-out documentation.



Additional bridge maintenance activities included:

- Review of bridge maintenance recommendations arising from the 2025 Structural Engineer's inspection programme.
- Development of a future bridge maintenance work programme.
- Monitoring of seal cracking on Waitangi Bridge and scheduling of localised repairs.

The successful completion of the Maipito Bridge project represents a significant investment in the Chatham Islands transport network, providing a safer, more resilient and reliable crossing for residents, visitors and freight operators.

Traffic Services

- Road Safety Audit actions continue to be assessed and prioritised.
- Additional chevron signage programmed for Tuku Road and Port Hutt Road.
- Road marking outside Te One School and at Lower Nairn Bridge delayed due to unsuitable weather conditions.
- Ongoing assessment of additional signage requirements across the network.

Minor Improvements

- Monitoring of the sealed surface adjacent to Lower Nairn Bridge due to minor settlement.
- Planning for unsealed road strengthening works near Topeka Lakes pending design and budget confirmation.
- Pricing preparation for proposed traffic calming cushions at Te One School pedestrian crossing.

Vegetation Control

- Routine roadside vegetation maintenance completed where conditions allowed.
- General mowing and facilities mowing carried out throughout the month.

Dayworks

Nothing this month.

Programmed Work for following month.

- Completion of programmed culvert replacement works.
- Installation of additional road safety signage.
- Roadside spraying programme subject to weather conditions.
- Monitoring and maintenance of bridge assets.
- Completion of project close-out documentation for Maipito Bridge and cattle stop.
- RAMM asset updates for newly installed infrastructure.
- Road marking works at Te One School and Lower Nairn Bridge.
- Progress drainage renewal programme works.

Work Schedule by Road Name

1. Maintenance Grading

- Carried out as required during the month on the following roads:

Road	Dispatch ID	Road ID	Start	End	Claim Quantity
NORTH ROAD	6581		14700	20860	12.32
NORTH ROAD	6605		20800	25400	9.2
NORTH ROAD	6610		5878	9412	7.068
NORTH ROAD	6612		4570	5878	2.616
PORT HUTT ROAD	6562		0	4200	8.4
PORT HUTT ROAD	6566		4200	9900	11.4
PORT HUTT ROAD	6567		9900	14000	8.2
PORT HUTT ROAD	6572		14000	15700	3.4
RAPANUI ROAD	6613		0	1300	2.6
WAITANGI WEST ROAD	6573		0	3400	6.8
WAITANGI WEST ROAD	6576		3200	8000	9.6
WAITANGI WEST ROAD	6579		8000	11569	7.138
		This Month Totals			98.10 KM

Unsealed Maintenance Metaling

Carried out as required during the month on the following roads:

Road	Dispatch ID	Road ID	Start	End	Claim Quantity
DONALDSON ROAD	6593		200		8
KAINGAROA ROAD	6583		2100	2700	16
KAINGAROA ROAD	6587		100	1400	16
NORTH ROAD	6578		11700	51100	64
NORTH ROAD	6582		18600	46600	64
NORTH ROAD	6585		22800	44800	32
NORTH ROAD	6586		23200	47100	32
NORTH ROAD	6618		19010	22300	40
TUKU ROAD	6584		14500	16900	32
WAITANGI WHARF - OWENGA ROAD	6591		4600		8
WAITANGI WHARF - OWENGA ROAD	6592		17800	24100	32
WAITANGI WHARF - OWENGA ROAD	6608		4630	8100	16
WAITANGI WHARF - OWENGA ROAD	6609		5120	11818	24
WAITANGI WHARF - OWENGA ROAD	6619		15300		8
WAITANGI WHARF - OWENGA ROAD	6620		4300	4900	48
		This Month Totals			440

m^3

Next Month's Metal Target

500m^3

Crash or Damage Report Summary

Date	Event	Action	Required Y/N
September 26	Vehicle wheel burn-outs wheel tracks on unsealed road – North Road	Leveled section adding more metal and compacted too close to the bridge. deck	N
September 26	Vehicle wheel burn-outs wheel tracks on sealed road – WWO road	Monitor sealed section	Y

Network Inspections

Month	Inspection Type	Faults Identified	Inspected By
September 26	Day	Drive around and check the network condition to program any maintenance work required.	Shingy
September 26	Day	Full network check after extreme weather conditions	Tom
September 26	Day	Full network check for grading program.	Tom

Monthly Safety Report and Statistics

Nothing to report.

No lost-time injuries, incidents, plant damage, environmental incidents, or near misses were reported during September.

Safety Engagements

Date	Near Miss	Incident	Lost Time Injury	Plant Damage	Depot/Worksite Inspections
01/09/26	N	N	N	N	Maipito Road Cattle Stop
07/09/26	N	N	N	N	WWO Road Culvert Inspection
23/09/26	N	N	N	N	Te One Roadside Vegetation Spraying
25/09/26	N	N	N	N	Meeting with crew updating on safety and wellbeing.

Metal Stock

31/08/2026							
Site	AP40 Schist	AP65	AP32 Basalt	AP100 Schist	AP20	G3 Chip	G5 Chip
Waitaha Schist	7,746	0		74	0		
Waitaha Basalt	0	5,100	8,691	195	802		593
Paritu	1,204			599			
Stoney Crossing		5,130	7,000	0	1,952	288	197
Muirsons Schist	2,865			1,478			
FH Yard	16	22	130	0	0	23	0
MPA Yard	0	0	0	0	0	0	88
Total Stock Quantity	11,831	10,252	15,821	2,346	2,754	311	878
						Total	45,546

CIC Owned Materials-
Signs

Item Description	Unit	Purchased	Used Dec 2025	End Measure	Comments
Signs					
PW2	ea			2	
PW10	ea.			1	L&R
PW10.1	ea			9	
PW11	ea.			1	L
PW12	ea.			1	R
PW18	ea.			1	L&R
PW21	ea.			1	L&R
PW23	ea.			1	L&R
PW24	ea.			2	Next 2KM
PW25	ea.			8	
PW26	ea.			4	Concealed
PW27	ea.			5	
PW28	ea.			2	
PW31	ea.			2	
PW34	ea.			2	
PW34.1	ea.			1	
PW34.2	ea			2	
PW37	ea.			1	
PW41	ea.			3	
PW41.3				2	
PW49	ea.			1	
PW53	ea.			2	
PW54	ea.			2	
PW54	ea.			2	
PW55	ea.			1	
PW67	ea.			2	
RS1	ea.			16	
RH4	ea.				
RG6	ea			2	
RG17	ea			2	
RG19	ea			3	
RG19.1	ea			11	
Item Description	Unit	Purchased	Used Dec 2025	End Measure	Comments

RP1	ea			4	
Marker pegs					
EMP	ea.			593	
CULVERT MARKERS	ea.			80	
WHITE RAPID MARKERS	ea.			40	
Misc. Items					
ACROW PROPS	ea.			6	
ROAD COUNTER	ea.			1	
ROUGHOMETER	ea.			1	

Culvert Pipes

ALUFLOW

Item Description	Unit	Used	Purchased	End Measure
375mm	m			5
450mm	m			0
600mm	m			0
750mm	m			6

Civilboss

225mm	m			5
300mm	m			5
375mm	m			4
450mm	m			
525mm	m			2
600mm	m			10
700mm	m			1
900mm	m			4
1000mm	m			

Builders Mix

CEMENT	T			0
GEOGRID Triax 160 3.8 x 75	Rolls			62
BIDIM CLOTH 3.9m x 100m	Rolls			
BIDIM CLOTH 3.9m x 50m	Rolls			35

Environmental Compliance

Date	Site Inspected	Compliant Y/N	Abatement Order Issued	Corrective Action Required	Completed By
September 26	Maipito Road Bridge	Y	N	N	Tom
September 26	WWO Road Vegetation Spraying	Y	N	N	Bruce
September 26	Tuku Road Vegetation Spraying	Y	N	N	Shingy

Stakeholder Complaints Register

Month	Council / Public Complaint	Complaint	Repair Undertaken	Response Time
September 26	Public	Numerous potholes throughout the unsealed network.	Very wet conditions graders doing the best they can.	Ongoing.
September 26	Public	Potholes in North Rd	Filled up potholes on the area of concern and wider area	Same Day = Nothing Done
September 26	Public	Potholes on Airbase Road.	Graded the whole road	1 Days

Public Relations & Community Involvement

Donations

Metal – 2 loads for the Hunting Competition
Discussion regarding Waitangi beach front clean up

Innovation

N/A

nSummary of Monthly Progress Claim by Work Category

September 2026	Seperable Portion One - Roading			
CIC GL Code	Value For Month	Value YTD	Annual Budget	% Of Annual Budget
201.2111.0144 - Sealed Pavement Maintenance	$ 11,507.98			
201.2112.0144 - Unsealed Pavement Maintenance	$ 53,798.91			
201.2113.0144 - Routine Drainage Maintenance	$ 8,743.70			
201.2114.0144 - Structures Maintenance	$ 6,220.00			
201.2121.0144 - Environmental Maintenance	$ 15,570.00			
201.2122.0144 - Traffic Services	$ 4,481.84			
201.2181.0144 - Council Facilities Maintenance	$ 2,233.94			
202.9485.0214 - Traffic Services Renewal	$ 1,038.92			
202.9511.0214 - Unsealed Road Metalling	$ 35,340.31			
202.9513.0214 - Drainage Renewals	$ 58,542.34			
202.9516.0214 - Structural Component Replacement	$ 140,176.24			
SP1 - Split Codes	$ 178,657.03			
Total	$ 516,311.21			

Miscellaneous

N/A

Traffic Counting

N/A

Pitt Island

N/A

Wind Damage

Nil this month.

Report Prepared by:

Shingy Torga

Department Manager – Fulton Hogan Chatham Island

4. Works & Services

4.3 Fulton Hogan Water and Wastewater Operation Contract Report

Date of meeting	29 October 2026
Agenda item number	4.3
Author/s	Fulton Hogan Contracts Manager

Purpose

To inform and update the Council on the Chatham Islands Water and Wastewater Operation programme.

Recommendations

THAT the reports be received.

Background

Attached is the latest Water & Wastewater report from Fulton Hogan.



chatham islands council

WATER & WASTEWATER CONTRACT REPORT SEPTEMBER 2026

Fulton Hogan

Monthly Report – September 2026

Work Summary

Water and wastewater operations remained stable throughout September 2026, with routine maintenance and compliance monitoring completed across all schemes. Water quality performance remained satisfactory, with no microbiological non-compliances identified during the reporting period.

The 2026/27 financial year budget has been confirmed and is being monitored against planned activities. New maintenance schedules are now fully operational and continue to improve planned maintenance delivery across the network. All DIA-funded critical works are progressing through dedicated project meetings between Stantec and Fulton Hogan.

Key focus areas continue to be water quality compliance, asset management, critical spare management, preparation for annual sampling requirements, and delivery of upcoming DIA-funded infrastructure works.

Water Supply Operations

Kaingaroa Water Supply Scheme

Operational Activities

Routine operations and maintenance were completed throughout September.

Preparatory works continued for installation of the new intake pump, including further clean-up and organisation of the intake pump shed. Planning for installation of the new diesel pump and hydraulic system progressed during the month, with potential modifications to the existing concrete foundation currently under review.

Ventilation improvements at the water treatment plant were completed through the installation of door vents. DIA-funded project materials also arrived on the island and are now available for upcoming works.

Monthly compliance water sampling was completed, and routine operational checks continued as scheduled.

Key Issues

Kaingaroa water supply network had a significant reduction in treated water reservoir levels during the month. The causing factor was resolved, and reservoir levels are back to normal.

Annual drinking water compliance sampling remains due before November 2026. Confirmation is being sought regarding the delivery of sampling bottles to the island.

The location of the raw water rising main identified during recent culvert maintenance works continues to be documented to improve asset information and future planning.

Development of a safe and practical methodology for cleaning the two 30,000-litre raw water storage tanks remains underway.

Stores and Critical Spares

The development of a comprehensive critical spares register continues. Critical components will be clearly labelled and stored in Waitangi to improve availability and emergency response capability.

Work in Progress

- Installation planning for the new intake pump and intake extension works.
- Development of methodologies for pump replacement activities.
- Review of diesel pump and hydraulic system installation requirements.
- Registration and organisation of critical spare parts inventory.
- Preparation for annual drinking water compliance sampling.

Critical Works

All non-DIA-funded critical works remain on hold due to current funding constraints.

Waitangi Water Supply Scheme

Operational Activities

Routine operations and maintenance were completed throughout September.

Monthly compliance sampling and routine network inspections were completed as planned. Bore housing installation was successfully completed during the month.

Measures have also been implemented to ensure compliance with free available chlorine (FAC) sampling requirements going forward.

Key Issues

Water demand remained relatively stable during September, averaging approximately 45–50 m^3 per day. Increased visitor numbers contributed to a moderate increase in overall consumption.

An ongoing issue remains with communications between the turbidity meter and the online monitoring platform. Investigation and repair activities are planned during the upcoming DIA-funded works visit.

Opportunities have been identified to improve flushing capability between Tiki Tiki and Waitangi through the installation of additional valving infrastructure.

Work in Progress

- Replacement of the leaking contact tank, which remains approved and awaits scheduling.
- Planning for treatment filter media replacement and consumable management.
- Verification of materials required for DIA-funded works.
- Installation of replacement pH and FAC analyser control units.

Critical Works

No critical water supply works were undertaken during September.

Drinking Water Compliance

Waitangi Water Supply

September monitoring results indicate continued strong compliance performance.

Key results included:

- No E. coli detected in raw water, treated water, or network samples.
- No Total Coliforms detected in raw water, treated water, or network samples.
- Treated water turbidity remained well below operational targets.
- UV Transmittance results remained satisfactory, indicating protozoa compliance requirements continue to be achieved.
- Ongoing compliance with drinking water quality standards was maintained.

Kaingaroa Water Supply

Compliance monitoring indicates the treatment process continues to effectively manage source water quality risks.

Key findings included:

- No E. coli detected in any samples.
- No Total Coliforms detected in any samples.
- Chlorate concentrations remained well below the Maximum Acceptable Value and continue to improve following the chlorine supplier change.
- Treated water turbidity remained within operational targets.
- UV Transmittance performance requires continued monitoring.
- Protozoa compliance may not have been achieved on the sampling date and remains under review.

Other Drinking Water Supplies

Monitoring of the Recycling Centre and Council Office water supplies returned satisfactory microbiological results, with no E. coli or Total Coliforms detected.

Wastewater Operations

Waitangi Wastewater Scheme

Operational Activities

Routine wastewater operations and maintenance continued throughout September.

Scheduled inspections and preventative maintenance activities were completed, supporting reliable treatment plant performance.

Key Issues

The septic tank remains due for scheduled emptying and will be programmed for completion.

Annual servicing of the wastewater treatment plant remains anticipated during October or November 2026.

UV performance continues to trend below historical levels; however, compliance monitoring indicates treatment effectiveness remains satisfactory. Performance will continue to be reviewed until annual servicing is completed.

Work in Progress

Routine wastewater operations and maintenance continue to be delivered in accordance with the planned maintenance programme.

Completed During September

- The wastewater pump was successfully recovered from the balance tank.
- Inspection confirmed no structural damage to the recovered pump.
- The old balance tank was drained and is now ready for removal when funding becomes available.
- Routine operational and maintenance activities were completed as scheduled.

Critical Works

No critical wastewater works were undertaken during September.

Wastewater Compliance

September 2026 Monthly Compliance Monitoring

Wastewater monitoring results indicate treatment performance remains satisfactory.

Key findings included:

- All monitored parameters were below annual median values, with the exception of ammonia nitrogen.
- Ammonia nitrogen was marginally higher than historical averages.
- The land application system continues to provide additional treatment and natural reduction of nitrogen and microbiological contaminants before groundwater recharge occurs.
- Overall compliance performance remains satisfactory.

Opportunities and Future Priorities

The following opportunities and priorities remain under consideration:

- Increased utilisation of Water Outlook for monitoring, reporting, and asset performance management.
- Completion of asset condition assessments and integration of wastewater assets into the GIS system.
- Development of a comprehensive critical spares register and inventory.
- Completion of Kaingaroa intake pump replacement and intake extension works.
- Resolution of turbidity meter communication issues at the Waitangi Water Treatment Plant.
- Preparation and completion of annual drinking water compliance sampling.
- Development of safe cleaning procedures for Kaingaroa raw water storage tanks.
- Ongoing monitoring of UV Transmittance performance and protozoa compliance.
- Continued improvement of wastewater asset maintenance and lifecycle planning.
- Delivery of upcoming DIA-funded infrastructure works.

Site Safety Report

Date	Near Miss	Incident	Lost Time Injury	Plant Damage	Depot/Worksite Inspections
September 2026	N	N	N	N	Daily water and wastewater treatment plant inspections completed

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Monthly Stocktake of Supplies

Stock Purchased	Stock End of Previous Month	Stock Used	Stock Remaining End of Month
Salt	30	8	23
Chlorine	71	10	61

(Update stock figures once September stocktake has been completed.)

Conclusion

Operations across the Chatham Islands water and wastewater networks remained stable throughout September 2026. Routine maintenance, compliance monitoring, and planned asset management activities continued to support reliable service delivery across both water supply schemes and the wastewater network.

Water quality compliance remained strong, with no microbiological non-compliances recorded during the reporting period. Key achievements included completion of the Kaingaroa network leak repair, bore housing installation at Waitangi, recovery of the wastewater pump from the balance tank, and continued progress towards upcoming DIA-funded works.

Key priorities for the coming month include progressing critical water infrastructure projects, preparing for annual compliance sampling requirements, improving asset management systems, and continuing to strengthen operational resilience through planning, maintenance, and critical spare management.

Report Prepared by:
Shingy Torga
Department Manager – Fulton Hogan Chatham Islands

4. Works & Services

4.4 Fulton Hogan Waste Management Operation Contract Report

Date of meeting	29 October 2026
Agenda item number	4.4
Author/s	Fulton Hogan

Purpose

To inform and update the Council on the Chatham Islands Waste Management Operation programme.

Recommendations

THAT the report be received.

Background

Attached to this report is the latest Waste Management report from Fulton Hogan.



chatham islands council

WASTE MINIMISATION CONTRACT REPORT SEPTEMBER 2026

Fulton Hogan

Monthly Waste Management Report

Client: Chatham Islands Council

Period: September 2026

Overview

September has been a productive month, marking the start of spring and welcoming warmer weather, with continued progress in operational standards, health and safety, recycling, site maintenance, environmental monitoring, and the arrival of new equipment.

Several improvements have been implemented at Te One Transfer Station, including the arrival of new skip bins, signage, tools, and cleaning equipment. We also welcomed a new member of staff to the Waste Management team, Kerry Rodgers.

Kaingaroa Transfer Station has maintained its scheduled servicing and grounds maintenance programme.

At Owenga Landfill, scheduled leachate monitoring and system maintenance have continued, with positive indications that the treatment system is operating effectively.

A significant health and safety achievement this month was the successful completion of First Aid Level 2 training by all Waste Management staff. This provides the team with increased capability to respond appropriately to incidents and emergencies across all three sites.

The Hino tip truck continued to perform reliably following its return to service in August. Together with the recently commissioned gantry trailer, the vehicle has strengthened the team's ability to transport larger waste volumes efficiently between sites, improving operational flexibility and supporting day-to-day waste management activities across the network.

Work also continued toward improving the overall appearance, organisation, and functionality of Waste Management sites. These improvements support safer operations, improved customer experience, and enhanced resource recovery opportunities.

Operational Highlights and Achievements

Te One Transfer Station

Te One Transfer Station has seen several positive developments throughout September.

New operational and cleaning equipment arrived on site, including new skip bins, signage, a vacuum, brooms, and squeegees. These resources will support improved cleaning standards and contribute to maintaining a safer, cleaner, and more professional working environment.

Metal was spread through the driveway and under the skip bin area at Te One to improve the surface, assist with vehicle and machinery access, and prepare the site for the installation of new signage and skip bins. This work contributes to improved site conditions and helps maintain safe and practical access around the transfer station.



Environmental initiatives also progressed this month, with Chatham Islands Landscape Restoration rolling out its feral cat control programme. This is a positive development in managing feral cats around the waste management sites and supports wider efforts to protect the surrounding environment.

Recycling performance remained a key focus, with two high-quality recycling bales produced during September, including one aluminium bale and one tin bale. Producing these bales demonstrates continued progress in recovering valuable materials and preparing them efficiently for transport off island.

Mowing and weed control activities were also undertaken around the site to improve presentation and maintain safe access. General spring-cleaning activities continued throughout the month, with a strong focus on housekeeping and site organisation.

Work also continued around managing public access to the upper area of the transfer station. The objective remains to provide clearer guidance regarding salvaging activities while reducing incidents of illegal dumping. This approach seeks to balance community access to reusable materials with the need to maintain a safe and well-managed facility.

The community continues to make strong use of the Mitre 12 recycling facility, with a steady flow of reusable items being donated and collected. We would like to thank residents for their continued support and for taking the time to clean and prepare donated items before delivery. While these efforts are greatly appreciated, users are still encouraged to clean or wash items before use as an added precaution.

Owenga Landfill

The new excavator has continued to deliver significant benefits to landfill operations. Its increased size, lifting capacity, and range of attachments have enabled operators to process larger volumes of waste more efficiently while reducing the time required to complete routine tasks.

At Owenga Landfill, scheduled leachate checks were completed throughout September. Monitoring continues to provide positive indications that the leachate treatment system is functioning effectively and achieving the intended outcome.

Maintenance was also carried out on components of the leachate system to ensure it remains in good working order and continues to operate reliably.





The investment in upgraded equipment continues to improve productivity and operational flexibility, providing ongoing benefits across landfill operations.

Drainage maintenance remained an important focus throughout the month. Accumulated vegetation, rubbish, and other obstructions were removed from drainage channels to improve water flow and reduce the risk of issues during periods of heavy rainfall. These activities contribute to maintaining a safe, tidy, and environmentally responsible landfill operation.

Regular monitoring and preventative maintenance will remain a priority moving forward, allowing any potential issues to be identified early and addressed before they impact system performance.

Kaingaroa Transfer Station

Kaingaroa Transfer Station continued to operate consistently throughout September, with all scheduled weekly servicing requirements completed.

Grounds maintenance was carried out, including mowing around the site to improve presentation, accessibility, and overall site standards.





The Kaingaroa community continues to make a valuable contribution to waste minimisation through strong participation in recycling and resource recovery activities. These ongoing efforts are helping divert material from landfill and demonstrate the positive impact of community engagement in sustainable waste practices.

The continued completion of scheduled servicing and grounds maintenance demonstrates a consistent approach to maintaining the Kaingaroa Transfer Station and ensuring the site remains operational, tidy, and well maintained.





Health & Safety

Health and safety remained an important focus throughout September.

A significant achievement for the Waste Management team was the successful completion of First Aid Level 2 training by all staff.

Having all team members trained to this level strengthens our emergency response capability and ensures there is a strong level of first aid knowledge available across the three Waste Management sites.

This achievement supports our ongoing commitment to maintaining safe working environments and ensuring our staff are appropriately prepared to respond to incidents or emergencies.

Leadership and Visitor Engagement

The Waste Management team was pleased to host several visitors throughout September who had the opportunity to view waste management operations across the Chatham Islands.

These visits provided a valuable opportunity to showcase operational improvements, recycling initiatives, landfill management activities, and future development opportunities. Engagement with visitors continues to play an important role in sharing knowledge, strengthening relationships, and highlighting the positive work being undertaken by the team.

Key Challenges

The ongoing presence of feral cats around the Te One Transfer Station continues to present environmental and health-related concerns. While the recent feral cat control programme is a positive step forward, managing the population safely and appropriately will require ongoing monitoring and collaboration with relevant stakeholders.

The current layout of the Kaingaroa Transfer Station continues to present some operational constraints. Opportunities to improve site configuration will continue to be explored to enhance safety, improve operational efficiency, and provide a better experience for both staff and site users.

Increasing waste volumes and continued public use of waste management facilities place ongoing pressure on operational resources. Continued focus on efficiency improvements, site organisation, recycling initiatives, and staff development will assist in managing these demands.

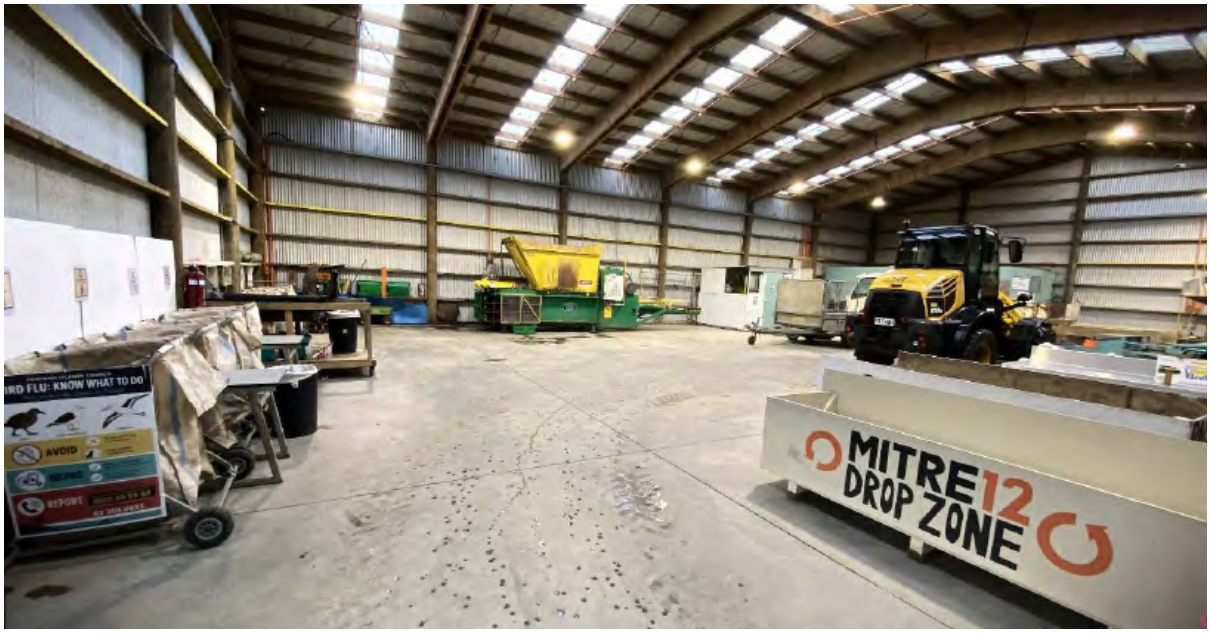
Focus for October

We are looking forward to welcoming Bob Howat back to the Chatham Islands at the beginning of October. Bob will be working alongside the team to complete additional works at the landfill while also providing practical training and knowledge to staff, further strengthening operational capability and operator skills.

Ten new skip bins arrived on the September shipping service. Planning is underway to install these skip bins alongside the new site signage that has already arrived, creating a clearer and more organised system for material separation and disposal across Waste Management sites.

The new skip bins and signage will help improve communication with the public, make it easier to identify where different materials should be placed, and support better salvaging and recycling outcomes.

The primary focus for October will be the continued organisation and improvement of Waste Management facilities, including site housekeeping, efficient material processing, and ongoing spring-cleaning activities.



The team will continue to utilise upgraded equipment and improved operational processes to increase productivity, maintain high standards of service delivery, and maximise recycling and recovery opportunities across the waste management network.

Alongside these initiatives, routine servicing of the Kaingaroa Transfer Station, ongoing monitoring of the Owenga Landfill leachate system, and day-to-day operations at all facilities will continue to ensure a safe, efficient, and reliable service for the Chatham Islands community.

Report Prepared by:
Shingy Torga
Andra Shaw
Fulton Hogan Chatham Islands

4. WORKS & SERVICES

4.5 Capital works – Speed Cushion Te One School

Date of meeting	29 October 2026
Agenda item number	4.5
Author/s	Mereraina Hemara, Operations Manager

Purpose

To seek Council approval for the capital purchase and installation of speed cushions outside Te One School to reduce vehicle speeds and improve road safety.

Recommendations

That the Chatham Islands Council-

1. Receives the report.
2. Approves up to $5,000 for the capital purchase and installation of speed cushions.

Background

Councillors have previously raised concerns regarding vehicle speeds and the safety of students and other road users around Te One School. Various options for reducing vehicle speeds in the area have been considered. Following consultation with Stantec roading engineers, the installation of speed cushions has been identified as the most cost-effective option to achieve speed reduction and improve safety around the school.

Financial implications

	Qty	Unit	Contract
People			
Foreman	5	hrs	38.4
Labour	5	hrs	38.4
Labour	13	hrs	38.4
Plant			
5ton Truck	1	hrs	35.0
Ute/Van	8	km	0.84
Materials			
Cushion materials	2	each	850.0
Materials Delivery Estimate Only	1	each	

	Qty	Unit	Contract Rate	Cost Flux Estimate	Amount
People					
Foreman	5	hrs	38.45	53.83	269.15
Labour	5	hrs	38.45	53.83	269.15
Labour	13	hrs	38.45	53.83	699.79
					1,238.09
Plant					
5ton Truck	1	hrs	35.00	49.00	49.00
Ute/Van	8	km	0.84	1.18	9.41
					58.41
Materials					
Cushion materials	2	each	850.00	935.00	1,870.00
Materials Delivery Estimate Only	1	each			500.00
					2,370.00
					3,666.50

Speed cushions cannot be located in the approved works budget from NZTA, so we must assume the cost will be entirely funded by Council.

The recommendation is to approve up to $5,000 to account for estimates in delivery cost, and any other unforeseen circumstances that may arise.

Risk assessment and legal compliance

The installation of speed cushions is intended to reduce vehicle speeds and improve safety around Te One School. The primary risk of not proceeding is that vehicle speeds may remain a concern.

Significance and engagement

The proposed installation of speed cushions outside Te One School is considered to have low significance overall but is important in addressing Councillors' concerns regarding vehicle speeds and the safety of students.

5. COMMUNITY

5.1 Annual Grant Distribution Report

Date of meeting	29 October 2026
Agenda item number	5.1
Author/s	Mereraina Hemara, Operations Manager

Purpose

The purpose of this report is to inform Council of the annual grant funding and other support provided to the Norman Kirk Memorial Reserve Committee and the Chatham Islands Museum.

Recommendations

That the Chatham Islands Council -

1. **Receives** the report.

Background

Chatham Islands Council provides annual grant funding and support to the Norman Kirk Memorial Reserve Committee and the Chatham Islands Museum and Cultural Heritage Charitable Trust to assist with their ongoing activities and events, and the preservation of the Chatham Islands' cultural and historical heritage.

The funding provided to both NKMR and the Museum demonstrates Council's ongoing commitment to the provision of public recreation grounds and sports facilities, alongside the preservation of the cultural identity, heritage and artefacts of the Chatham Islands community. These facilities and services play an important role in supporting community wellbeing and cultural connection, aligning with the priorities outlined in Council's Long-Term Plan.

This report outlines the funding and support provided to each organisation for Council's information and transparency.

Financial implications

Norman Kirk Memorial Reserve Committee

The Norman Kirk Memorial Reserve Committee receives an annual grant from Council to support its ongoing operations. Historically, the annual grant has factored in the Consumer Price Index (CPI) increase from the final quarter prior to payment.

Following the grant not being paid in the 2024/25 financial year (FY25), a formal grant agreement was implemented. Under this agreement, the annual grant was fixed at $32,000, with no provision for future CPI adjustments. The agreement requires the Committee to submit an annual workplan and quarterly reports detailing expenditure and progress against planned activities, providing Council with oversight of how the funding is used. A copy of the grant agreement is attached in the appendix to this report.

In addition to the annual grant, Council owns the grounds and buildings from which the Committee operates and is responsible for arranging and meeting the annual property insurance costs. These insurance costs represent an additional financial commitment by Council to the NKMR. The property insurance schedule amounts are outlined below.

As the property owners, Council is the responsible ratepayer. The NKMR Committee are responsible for all other costs, such as grounds maintenance, utilities and general running of events, functions and daily operations.

Description	Property Class	Reinstatement	Inf Reins	Indemnity	Inf Indem	Demolition	Total SI
Norman Kirk Complex	Commercial Building	$2,239,000	$684,000	$1,458,000	$142,700	$218,000	$3,141,000

The Chatham Islands Museum and Cultural Heritage Charitable Trust

Council provides annual funding to the Chatham Islands Museum and Cultural Heritage Charitable Trust to support the ongoing operation and maintenance of the Museum and the care, preservation and display of the Chatham Islands' historical and cultural heritage. Historically, the annual grant has factored in the Consumer Price Index (CPI) increase from the final quarter prior to payment.

Following the grant not being paid in the 2024/25 financial year (FY25), a formal grant agreement was implemented. Under the current funding agreement, the annual grant was reduced to $60,000 (-23%) plus GST for the first year, with subsequent funding reviewed annually in accordance with the agreement's CPI formula, subject to the previous year's funding amount.

Council also contributes to the Museum's electricity costs on a reducing basis over the first three years of the agreement, with the Trust becoming fully responsible for these costs from year 4 onwards. The agreement requires the Trust to submit an annual workplan and quarterly reports detailing expenditure and progress against planned activities, providing Council with oversight of how the funding is used. A copy of the funding agreement is attached in the appendix to this report.

Risk assessment and legal compliance

Norman Kirk Memorial Reserve Committee

Council owns the grounds and buildings operated by the NKMR Committee, but no written agreement defines the respective responsibilities for maintenance, public safety and hazard management. This creates uncertainty and potential legal and financial exposure should an accident or injury occur. Under the Occupiers' Liability Act 1962, liability may arise where a person with occupation or control of premises fails to take reasonable care to ensure visitors are reasonably safe.

NK & The Den Maintenance list October 2026

- Clean out big drains or put in culvert for better flow of flood waters
- New toilet - have toilet just waiting for it to be installed
- Fixing staff only step - public are using it and its becoming a public hazard
- Roof inside NK building - this was being done for free however it got hard and so then
- got left
- Painting the outside of the Den - contact Bunnings for discounted or funded paint
- Installing toilet roll holders - have these just need to install them
- New heat pump
- New exhaust fan
- Finishing the storeroom - Funding being applied for
- Checking plug outlets inside and outside
- Removing stumps
- Filling potholes on driveways
- Gravel on car parks
- Removal of one container -just waiting for Senior rugby to clear their things out of it
- Fix or new path from driveway to den ramp - to accommodate wheelchair/ pushchairs
- and walking frames as well as people with walking sticks or needing assistance
- Pathway from den to NK courts - it gets very muddy during netball and rugby season
- Squash court lights replacement and fixing roof - large ladder or scaffolding needed to
- access
- Men's shower money box - new coin operated box for men's showers needed to work
- Repainting the grandstand
- Upgrade NK Lounge

The Chatham Islands Museum and Cultural Heritage Charitable Trust

Council acts as guarantor for the Chatham Islands Museum under the property sharing agreement with Ngāti Mutunga o Wharekauri Asset Holding Company (NMOWAHC). This arrangement represents a potential risk for Council should the Museum Trust be unable to meet its obligations under the agreement.
Council guarantees the Museum Trust's payment of contributions and other amounts payable under the agreement. This guarantor role is an additional consideration when

assessing Council's overall financial commitment to supporting the Museum and its ongoing operations.
Council must also indemnify NMOWAHC against any loss it may suffer if the agreement is lawfully disclaimed or abandoned by a liquidator, receiver or other person. This is a separate obligation from the guarantee of payments and performance. The agreement allows NMOWAHC to pursue Council directly without first taking proceedings against the Trust, creating a potential financial liability for Council should the Trust default on its obligations.

Significance and engagement

Norman Kirk Memorial Reserve Committee

The grant provided to the (NKMR) Committee supports the ongoing operation of public recreation grounds and sports facilities, which contribute to community wellbeing and recreational opportunities on the Chatham Islands. This support aligns with Council's objectives to maintain community facilities and promote recreation. As this report is for information only and does not propose changes to the existing funding arrangement, no public consultation is required.

The Chatham Islands Museum and Cultural Heritage Charitable Trust

The grant provided to the Chatham Islands Museum and Cultural Heritage Charitable Trust supports the operation of the Museum and the preservation of the Chatham Islands' history, cultural identity and heritage. This contributes to maintaining important cultural assets for the benefit of the local community and future generations, in line with Council's community and cultural objectives. As this report is for information only and does not propose changes to the existing funding arrangement, no public consultation is required.

Appendices

Appendix A – CIC NKMR Grant Agreement

Appendix A.1 – NKMR Quarterly Report

Appendix B – CIC CI Museum & Cultural Heritage Charitable Trust Grant Agreement

Appendix B.1 – CIMCHT Quarterly Report

Appendix C – CIC CIMCHT NMOWAHC Agreement

Funding Agreement

between

Chatham Islands Council
Council

and

The Norman Kirk Memorial Reserve Society Incorporated
Recipient

Funding Agreement

Dated the 21 day of July 2025

Parties

Chatham Islands Council, a territorial authority constituted pursuant to the Local Government Act 2002 (**Council**).

The Norman Kirk Memorial Reserve Society Incorporated, an incorporated society incorporated in New Zealand with incorporation number 1525432 (**Recipient**).

Introduction

A. The Norman Kirk Memorial Reserve is a sports ground in the Chatham Islands comprised of:

(a) two main buildings used for community events and hired out for private functions; and

(b) sports grounds including a field, netball courts, squash courts and playgrounds,

(**Reserve**).

B. The Recipient and the Council have a long-standing relationship whereby the Council advances funding to the Recipient to support:

(a) the maintenance and management of the Reserve; and

(b) year-round community access for recreational, sporting and social activities,

(**Purpose**).

C. This agreement formalises the terms on which the Council will advance the Funding to the Recipient.

Agreed Terms

1. Definitions

1.1 **Definitions**

The following definitions apply in this agreement:

Advance Date means:

(a) in relation to Funding for the first year under this agreement, the 20th of the month after the Annual Workplan for the first year is approved; and

(b) in relation to Funding for each subsequent year under this agreement:

(i) 20 July if the Annual Workplan has been approved by 30 June of the relevant year; or

(ii) 20th of the month after the Annual Workplan is approved,

whichever is earlier.

Agreement Manager means, in relation to a Party, the person appointed to act as representative of that Party, as dealt with in clause 5 and recorded in Schedule 1.

Annual Workplan has the meaning given to that term in clause 4.1(a).

Approved Annual Workplan means the Annual Workplan approved by the Council under clause 4.2(b).

Business Day means any day other than a Saturday, Sunday or public holiday (as defined in section 5(1) of the Holidays Act 2003) in the Chatham Islands, New Zealand.

Commencement Date means the date of this agreement, or such other date agreed in writing by the Parties.

Funding means the annual sum of $32,000.00 plus GST.

Parties means the parties to this agreement and **Party** means either one of them.

Purpose means the purposes described in Recital B of the Introduction.

Quarter means each three-month period during the Term.

Quarterly Report has the meaning given to that term in clause 4.1(b).

Term has the meaning given to that term in clause 2.1.

2. Commencement and Term

2.1 **Commencement and Term**

This agreement will commence on the Commencement Date and may be renewed each year in accordance with clause 2.2, until it expires under clause 2.2(c) or is terminated earlier in accordance with clause 6 (**Term**).

2.2 **Renewal**

(a) Prior to 1 July each year (**Renewal Date**), the Council may provide written notice to the Recipient confirming the renewal of the agreement until the day prior to the following Renewal Date (**Renewal Notice**). The Renewal Notice may propose to renew the agreement on the same terms and conditions or on terms and conditions otherwise proposed by the Council in writing.

(b) The Recipient must accept or reject the Renewal Notice in writing, prior to the relevant Renewal Date.

(c) This agreement will automatically expire at the end of the then current Anniversary if:

(i) the Council does not provide a Renewal Notice to the Recipient;

(ii) the Recipient rejects the Renewal Notice; or

(iii) the Recipient does not accept the Renewal Notice prior to the end of the then current Anniversary.

3. Funding

3.1 **Advance to the Recipient**

(a) Subject to clause 3.3, the Council will advance the Funding to the Recipient each year by the Advance Date.

(b) Unless agreed otherwise in writing, under no circumstances will the Council be liable to advance any amount that exceeds the Funding.

3.2 **Purpose**

The Parties acknowledge and agree that the Funding may only be used:

(a) for the Purpose; and

(b) in accordance with the Approved Annual Workplan,

unless otherwise agreed in writing with the Council.

3.3 **Invoices**

The Recipient must provide a valid invoice to request payment of the Funding prior to the Advance Date. To be valid an invoice must:

(a) be in New Zealand currency;

(b) if the Recipient is GST registered:

(i) be a 'Tax Invoice' (as that term is defined in the Goods and Services Tax Act 1985);

(ii) be clearly marked 'tax invoice';

(iii) include the GST number of the Recipient; and

(iv) contain the GST exclusive amount, the GST amount, and the GST inclusive amount owing;

(c) contain the Recipient's name, address and the amount of the Funding being claimed;

(d) contain the Council's name and address;

(e) state the date the invoice was issued;

(f) contain the purchase order number; and

(g) be sent directly to accounts@chathamislands.govt.nz (with the Council's Agreement Manager cc'd).

3.4 **Repayment of the Funding**

The Council may, at its discretion, require repayment of all or part of the Funding if:

(a) the Council considers (in its reasonable opinion) that the Recipient has used the Funding other than in accordance with the Approved Annual Workplan; or

(b) the Funding has not been fully spent by the one (1) year anniversary of the relevant Advance Date, in relation to that part of the Funding that is unspent.

4. Reporting

4.1 **Reporting**

The Recipient must prepare and provide to the Council:

(a) an annual workplan by no later than 1 June each year (or such other date agreed to by the Council), in accordance with clause 4.2 (**Annual Workplan**). The first Annual Workplan must be submitted within 15 Business Days after the Commencement Date; and

(b) a quarterly report within 10 Business Days following the end of each Quarter, in accordance with clause 4.3 (**Quarterly Report**). The first Quarterly Report will cover the period from the Commencement Date until 30 September 2025. Each subsequent Quarterly Report will cover each successive Quarter thereafter.

4.2 **Annual Workplan**

(a) The Recipient must prepare the Annual Workplan using the template provided in Schedule 2. The Annual Workplan must include the following information:

(i) the activities the Recipient proposes to carry out over the next 12 months;

(ii) the timeframes/dates for the activities;

(iii) the cost associated with the activities;

(iv) how the activities are consistent with the Purpose; and

(v) any other information requested by the Council in writing.

(b) The Annual Workplan must be approved by the Chief Executive of the Council before the Funding is advanced. Approval of the Annual Workplan is entirely at the Council's discretion.

4.3 **Quarterly Report**

The Recipient must prepare the Quarterly Report using the template provided in Schedule 3. The Quarterly Report must include the following information:

(a) a detailed explanation of how the Recipient used the Funding during the previous Quarter;

(b) the Recipient's proposed use of the Funding in the following Quarter;

(c) progress against the Approved Annual Workplan;

(d) the Recipient's most recent management accounts showing that the Funding was used in connection with the Purpose; and

(e) any other information requested by the Council in writing.

5. Agreement Manager

5.1 **Agreement Manager**

The Parties agree that each Party appoints the person listed in Schedule 1 to act as that Party's Agreement Manager with effect from the Commencement Date.

5.2 **Role of the Operational Liaison**

The role of each Agreement Manager will be to:

(a) manage the relationship between the Parties;

(b) oversee the effective implementation of the terms of this agreement; and

(c) act as a first point of contact for any issues that arise, in each case in a competent, professional and in a timely manner.

5.3 **Authority to Bind**

Each Party agrees that the Agreement Manager will have authority to bind that Party in relation to any decisions made by a Party pursuant to this agreement.

5.4 **Changing Agreement Manager**

If a Party changes its Agreement Manager it must tell the other Party, in writing, the name and contact details of the replacement within five Business Days of the change.

6. Ending this Agreement

6.1 **Mutual agreement**

The Parties may at any time agree in writing that this agreement will terminate.

6.2 **Termination by the Council**

The Council may terminate this agreement with immediate effect by giving written notice to the Recipient if the Recipient:

(a) is no longer operating;

(b) has used the Funding other than in accordance with clause 3.2;

(c) is not using the Funding in accordance with the Approved Annual Workplan or has not made enough progress using the Funding in accordance with the Approved Annual Workplan (in the Council's reasonable opinion) and has not provided an explanation acceptable to the Council;

(d) fails to provide the reports outlined in clause 4 to the Council's satisfaction;

(e) provides the Council with any materially misleading or inaccurate information;

(f) repeatedly fails to perform or comply with its obligations under this agreement, whether those obligations are minor or significant; or

(g) does something, or fails to do something, that, in the Council's reasonable opinion, results in damage to the Council's reputation or business.

6.3 **Effect of termination**

(a) Upon termination of this agreement (for whatever reason), the Recipient will follow the Council's reasonable requests, including returning any unspent portion of the Funding to the Council.

(b) If this agreement is terminated for a reason outlined in clause 6.2, the Council may require the Recipient to repay all or part of the Funding paid to the Recipient.

6.4 **Accrued obligations**

Termination of this agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

7. Announcements and Publicity

7.1 **Announcements and Publicity**

(a) The Recipient must acknowledge that the Funding is from the Council in any public statements in connection with the Purpose.

(b) The Recipient will participate in and co-operate with promotional activities relating to the Funding organised by or requested by the Council (including providing data/statistics, photographs and case studies).

(c) The Council may acknowledge the Funding it has advanced to the Recipient without prior notice, including using information and photographs on the Council's social media platforms. The Recipient agrees to collect and provide to the Council release / consent forms for any photos in which people are identifiable.

8. General Provisions

8.1 Entire Agreement

This agreement records everything agreed between the Parties relating to the Funding and supersedes any previous agreement (whether verbal or written).

8.2 Confidential Information

The Recipient must not disclose to any third party any non-public financial, business, or commercial information about the Council which it may receive in connection with this agreement, unless required by law.

8.3 Notices

(a) All notices and other communications to be given under this agreement must be in writing and addressed to the Agreement Manager of the Party to whom it is to be delivered at the physical address or sent to the email address from time to time designated by that Party in writing to the relevant other Party, in each case, sent or signed by a Party's Agreement Manager.

(b) Any notice or communication will be deemed to have been received:

(i) at the time of delivery, if delivered by hand.

(ii) three Business Days after the date of mailing, if sent by post.

(iii) if sent by email, on the date and time on which it enters the recipient's network, as evidenced (if necessary) in a confirmation of delivery report from the sender's network.

8.4 Dispute Resolution

The Parties must try to resolve disputes arising under or relation to this agreement by negotiation. This does not prevent either Party from seeking urgent interim relief from the courts.

8.5 No Assignment

The Recipient must not assign or transfer any of its rights or obligations under this agreement without the Council's prior written consent.

8.6 Amendments

This agreement may not be amended in any way unless agreed by the Parties in writing.

8.7 Counterparts and Electronic Signing

(a) This agreement may be signed and delivered in any number of counterparts, including where a Party signs a counterpart and sends it as a PDF to the other Party by email. All counterparts, when taken together, will comprise the agreement between the Parties.

(b) A Party may sign this agreement by applying their electronic signature.

8.8 New Zealand Law

New Zealand law applies to this agreement and New Zealand courts have exclusive jurisdiction in relation to any matter arising under or relating to this agreement.

Signatures

Signed for and on behalf of
Chatham Islands Council

Paul Eagle
Name

Signature

Chief Executive
Position

Signed for and on behalf of
The Norman Kirk Memorial Reserve Society Incorporated

STEPHEN HARRIS
Name

Signature

CHAIRMAN
Position

Schedule 1 | Agreement Manager and Notice Details

Party	Agreement Manager	Notice Details
Chatham Islands Council	Paul Eagle	**Address**: 9 Tuku Road, Chatham Islands, 8016, New Zealand **Email**: Paul.Eagle@chathamislands.govt.nz
The Norman Kirk Memorial Reserve Society Incorporated	Stephen Harris	**Address**: 186 Waitangi Wharf Owenga Road, 8016 Chatham Islands **Email**: normankirk495@outlook.com

Schedule 2 | Annual Workplan Template

Annual Workplan Template

This report outlines key priorities and projects, timelines, goals and responsibilities.

Organisation:

Prepared by:

Reporting period:

Date submitted:

Yearly Overview

Project	J	A	S	O	N	D	J	F	M	A	M	J
Project title. Shade which months the project will be planned/carried out												

Project Details

Project	Goals and Objectives	Success Criteria
What is the name and description of the project	*What are the goals for this project? How do these goals align with the kaupapa of the organisation*	*How will you know if the project is successful? How will you monitor performance?*

Please attach:

- The annual budget
- Current financial position

Schedule 3 | Quarterly Report Template

Quarterly Report Template

This report summarises the work completed, progress made for the previous quarter and goals for the next quarter.

Organisation:

Prepared by:

Reporting period:

Date submitted:

Projects completed in QX

Project	Goals and Objectives	Success metrics and evaluation
What is the name and description of the project	*What were the goals achieved? How did these align with the kaupapa of the organisation?*	*Was the project successful? How did you evalute the success of the project?*

Current projects

Project	Goals and Objectives	Forecast
What is the name and description of the project	*Progress towards goals and objectives, milestones, challenges and updates*	*When will the project be delivered*

Projects for QX

Project	Goals and Objectives	Success Criteria
What is the name and description of the project	*What were the goals for this project? How do these goals align with the kaupapa of the organisation*	*How will you know if the project is successful? How will you monitor performance?*

Please attach your most recent management accounts.

Quarterly Report Template

This report summarises the work completed, progress made for the previous quarter and goals for the next quarter.

Organisation: Norman Kirk Memorial Reserve

Prepared by: Sheree Harris

Reporting period: 10th October 2026

Date submitted: 19.10.26

Projects completed in QX

Project	**Goals and Objectives**	**Success metrics and evaluation**
What is the name and description of the project	*What were the goals achieved? How did these align with the kaupapa of the organisation?*	*Was the project successful? How did you evalute the success of the project?*
Settle outstanding operational expenses	The goal was to pay these expenses so our fundraising efforts can be used for existing and new projects	Yes we were able to pay all our outstanding expenses, and have been able to keep up to date over the last months
Operational expenses	If we use this funding to continue to pay operational expenses, it will free up fundraising funds for other projects	We are now able to look forward

Current projects

Project	**Goals and Objectives**	**Forecast**
What is the name and description of the project	*Progress towards goals and objectives, milestones, challenges and updates*	*When will the project be delivered*

Projects for QX

Project	**Goals and Objectives**	**Success Criteria**
What is the name and description of the project	*What were the goals for this project? How do these goals align with the kaupapa of the organisation*	*How will you know if the project is successful? How will you monitor performance?*

Funding Agreement

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between

Chatham Islands Council
Council

and

The Chatham Islands Museum and Cultural Heritage Charitable Trust
Museum Trust

Funding Agreement

Dated 22 July 2025

Parties

Chatham Islands Council, a local government authority constituted pursuant to the Local Government Act 2002 (**Council**).

The Chatham Islands Museum and Cultural Heritage Charitable Trust, a registered charity in New Zealand with registration number CC45863 (**Museum Trust**).

Introduction

A. The Museum Trust and the Council have a long-standing relationship whereby the Council provides funding to the Museum Trust to support the:

(a) management and maintenance of the Museum and its collections; and

(b) promotion, conservation and preservation of historical cultural heritage taonga, and to display or make these available for viewing or study by Chatham Islands' residents and visitors

(**Purpose**).

B. This Parties have agreed to enter into this agreement to formalise the terms on which the Council will advance the Funding Amount to the Museum Trust.

Agreed Terms

1. Definitions

1.1 Definitions

The following definitions apply in this agreement:

Advance Date means:

(a) in relation to Funding Amount for the first year under this agreement, the 20th of the month after the Annual Workplan for the first year is approved; and

(b) in relation to Funding Amount for each subsequent year under this agreement:

(i) 20 July if the Annual Workplan has been approved by 30 June of the relevant year; or

(ii) 20th of the month after the Annual Workplan is approved,

whichever is earlier.

Agreement Manager means, in relation to a Party, the person appointed to act as representative of that Party, as dealt with in clause 5 and recorded in Schedule 1.

Annual Workplan has the meaning given to that term in clause 4.1(a).

Approved Annual Workplan means the Annual Workplan approved by the Council under clause 4.2(b).

Business Day means any day other than a Saturday, Sunday or public holiday (as defined in section 5(1) of the Holidays Act 2003) in the Chatham Islands, New Zealand.

Commencement Date means the date of this agreement, or such other date agreed in writing by the Parties.

Funding means the advance of the funds provided by the Council to the Museum Trust under this agreement.

Funding Amount means the annual sum to be advanced to the Museum Trust, calculated in accordance with clause 3.

GST means goods and services tax payable under the Goods and Services Tax Act 1985.

Museum means the Chatham Islands Museum.

Museum Premises means the premise in which the Chatham Islands Museum operates out of.

Parties means the parties to this agreement and **Party** means either one of them.

Purpose means the purposes described in Recital A of the Introduction.

Quarter means each three-month period during the Term.

Quarterly Report has the meaning given to that term in clause 4.1(b).

Term has the meaning given to that term in clause 2.1.

2. Commencement and Term

2.1 Commencement and Term

This agreement will commence on the Commencement Date and may be renewed each year in accordance with clause 2.2, until it expires under clause 2.2(c) or is terminated earlier in accordance with clause 6 (**Term**).

2.2 Renewal

(a) Prior to each anniversary of the Commencement Date (**Anniversary**), the Council may provide written notice to the Museum Trust confirming the renewal of the agreement until the day prior to the following Renewal Date (**Renewal Notice**). The Renewal Notice may propose to renew the agreement on the same terms and conditions or on terms and conditions otherwise proposed by the Council in writing.

(b) The Museum Trust must accept or reject the Renewal Notice in writing, prior to the relevant Renewal Date.

(c) This agreement will automatically expire at the end of the then current anniversary of the Commencement Date if:

(i) the Council does not provide a Renewal Notice to the Museum Trust;

(ii) the Museum Trust rejects the Renewal Notice; or

(iii) the Museum Trust does not accept the Renewal Notice prior to the end of the then current Anniversary.

3. Funding Amount

3.1 Advance to the Museum Trust

(a) In the financial year commencing on the Commencement Date, the Funding Amount is $60,000 plus GST.

(b) During the Term, the Council will advance the Funding Amount to the Museum Trust each year by the Advance Date, in accordance with clause 3.5.

(c) Unless agreed otherwise in writing, under no circumstances will the Council be liable to advance any amount that exceeds the Funding Amount per annum as calculated in accordance with clause 3.2.

3.2 Review of Funding Amount

(a) The Funding Amount will be reviewed on each anniversary of the Commencement Date commencing on the first anniversary of the Commencement Date.

(b) The new Funding Amount from the relevant review date will be the lower of:

(i) the Funding Amount from the preceding financial year; or

(ii) the new Funding Amount determined as follows:

$$\text{New Funding Amount} = \text{Previous Funding Amount} \times \frac{\text{CPI (Latest)}}{\text{CPI (Previous)}}$$

Where:

Previous Funding Amount	=	The Funding Amount payable immediately before the relevant review date;
CPI(Latest)	=	All Groups Index of the Consumer Price Index* for the quarter date.
CPI(Previous)	=	All Groups Index of the Consumer Price Index* for the quarter date.

**All Groups Index of the Consumer Price Index is available from Stats NZ - Home | Stats NZ.*

3.3 Contribution to Power

(a) From the Commencement Date, the Council will contribute to the electricity bill (**Power Bill**) for electricity used at the Museum Premises, on a reducing basis over a four-year period as follows:

(i) **Year 1**: The Council will contribute the sum equal to 75% of the Museum Trust's Power Bill, and the Museum Trust will contribute the remaining 25%.

(ii) **Year 2**: The Council will contribute the sum equal to 50% of the Museum Trust's Power Bill, and the Museum Trust will contribute the other 50%.

(iii) **Year 3**: The Council will contribute the sum equal to 25% of the Museum Trust's Power Bill, and the Museum Trust will contribute the remaining 75%.

(iv) **Year 4 onwards**: The Museum Trust will be solely responsible for 100% of the Museum Trust's Power Bill in the fourth year of the Term and for each year thereafter.

3.4 **Purpose**

(a) The Parties acknowledge and agree that the Funding may only be used towards:

(i) its annual budget for the ongoing operation of the Museum and the care, preservation and maintenance of the Museum's taonga; and

(ii) in accordance with the Approved Annual Workplan, unless otherwise agreed in writing with the Council.

(b) The Funding Amount is not intended to discharge any financial obligations the Museum Trust has to reimburse the Council for costs incurred by the Council on the Museum Trust's behalf, including but not limited to rental and outgoing payments related to the Museum Premises, excluding building maintenance.

3.5 **Invoices**

(a) The Museum Trust must provide a valid invoice to request payment of the Funding Amount or a portion of the Funding Amount prior to the Advance Date.

(b) To be valid, an invoice must:

(i) be in New Zealand currency;

(ii) comply with New Zealand GST and invoice requirements;

(iii) contain the Museum Trust's name and address;

(iv) contain the amount of the Funding Amount being claimed;

(v) contain the Council's name and address;

(vi) state the date the invoice was issued;

(vii) contain the purchase order number; and

(viii) be sent directly to accounts@chathamislands.govt.nz (with the Council's Agreement Manager cc'd).

3.6 Repayment of the Funding Amount

The Council may, at its discretion, require repayment of all or part of the Funding Amount if:

(a) the Council considers (in its reasonable opinion) that the Museum Trust has used the Funding Amount other than in accordance with the Approved Annual Workplan; or

(b) the Funding Amount for a specific year has not been fully spent by the one (1) year anniversary of the relevant Advance Date, in relation to that part of the Funding Amount that is unspent.

4. Reporting

4.1 Reporting

The Museum Trust must prepare and provide to the Council:

(a) an annual workplan by no later than 1 June each year (or such other date agreed to by the Council), in accordance with clause 4.2 (**Annual Workplan**). The first Annual Workplan must be submitted within 15 Business Days after the Commencement Date; and

(b) a quarterly report within 10 Business Days following the end of each Quarter, in accordance with clause 4.3 (**Quarterly Report**). The first Quarterly Report will cover the period from the Commencement Date until 30 September 2025. Each subsequent Quarterly Report will cover each successive Quarter thereafter.

4.2 Annual Workplan

(a) The Museum Trust must prepare the Annual Workplan using the template provided in Schedule 2. The Annual Workplan must include the following information:

(i) the activities the Museum Trust proposes to carry out over the next 12 months;

(ii) the timeframes/dates for the activities;

(iii) the cost associated with the activities;

(iv) how the activities are consistent with the Purpose; and

(v) any other information requested by the Council in writing.

(b) The Annual Workplan must be approved by the Chief Executive of the Council before the Funding Amount is advanced. Approval of the Annual Workplan is entirely at the Council's discretion.

4.3 Quarterly Report

The Museum Trust must prepare the Quarterly Report using the template provided in Schedule 3. The Quarterly Report must include the following information:

(a) a detailed explanation of how the Museum Trust used the Funding Amount during the previous Quarter;

(b) the Museum Trust's proposed use of the Funding Amount in the following Quarter;

(c) progress against the Approved Annual Workplan;

(d) the Museum Trust's most recent management accounts showing that the Funding Amount was used in connection with the Purpose; and

(e) any other information requested by the Council in writing.

5. Agreement Manager

5.1 Agreement Manager

The Parties agree that each Party appoints the person listed in Schedule 1 to act as that Party's Agreement Manager with effect from the Commencement Date.

5.2 Role

The role of each Agreement Manager will be to:

(a) manage the relationship between the Parties;

(b) oversee the effective implementation of the terms of this agreement; and

(c) act as a first point of contact for any issues that arise, in each case in a competent, professional and in a timely manner.

5.3 Authority to Bind

Each Party agrees that the Agreement Manager will have authority to bind that Party in relation to any decisions made by a Party pursuant to this agreement.

5.4 Changing Agreement Manager

If a Party changes its Agreement Manager it must tell the other Party, in writing, the name and contact details of the replacement within five Business Days of the change.

6. Ending this Agreement

6.1 Mutual Agreement

The Parties may at any time agree in writing that this agreement will terminate.

6.2 Termination by the Council

The Council may terminate this agreement with immediate effect by giving written notice to the Museum Trust if the Museum Trust:

(a) is no longer operating;

(b) has used the Funding other than in accordance with clause 3.4;

(c) is not using the Funding in accordance with the Approved Annual Workplan or has not made enough progress using the Funding in accordance with the Approved Annual Workplan (in the Council's reasonable opinion) and has not provided an explanation acceptable to the Council;

(d) fails to provide the reports outlined in clause 4 to the Council's satisfaction;

(e) provides the Council with any materially misleading or inaccurate information;

(f) repeatedly fails to perform or comply with its obligations under this agreement, whether those obligations are minor or significant; or

(g) does something, or fails to do something, that, in the Council's reasonable opinion, results in damage to the Council's reputation or business.

6.3 Effect of Termination

(a) Upon termination of this agreement (for whatever reason), the Museum Trust will follow the Council's reasonable requests, including returning any unspent portion of the Funding Amount to the Council.

(b) If this agreement is terminated for a reason outlined in clause 6.2, the Council may require the Museum Trust to repay all or part of the Funding Amount paid to the Museum Trust.

6.4 Accrued Obligations

Termination of this agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

7. Announcements and Publicity

7.1 Announcements and Publicity

(a) The Museum Trust must acknowledge that the Funding is from the Council in any public statements in connection with the Purpose.

(b) The Museum Trust will participate in and co-operate with promotional activities relating to the Funding organised by or requested by the Council (including providing data/statistics, photographs and case studies).

(c) The Council may acknowledge the Funding it has advanced to the Museum Trust without prior notice, including using information and photographs on the Council's social media platforms. The Museum Trust agrees to collect and provide to the Council release / consent forms for any photos in which people are identifiable.

8. General Provisions

8.1 Entire Agreement

This agreement records everything agreed between the Parties relating to the Funding and supersedes any previous agreement (whether verbal or written).

8.2 **Confidential Information**

The Museum Trust must not disclose to any third party any non-public financial, business, or commercial information about the Council which it may receive in connection with this agreement, unless required by law.

8.3 **Notices**

(a) All notices and other communications to be given under this agreement must be in writing and addressed to the Agreement Manager of the Party to whom it is to be delivered at the physical address or sent to the email address from time to time designated by that Party in writing to the relevant other Party, in each case, sent or signed by a Party's Agreement Manager.

(b) Any notice or communication will be deemed to have been received:

(i) at the time of delivery, if delivered by hand.

(ii) if sent by email, on the date and time on which it enters the Museum Trust's network, as evidenced (if necessary) in a confirmation of delivery report from the sender's network.

8.4 **Dispute Resolution**

The Parties must try to resolve disputes arising under or relation to this agreement by negotiation. This does not prevent either Party from seeking urgent interim relief from the courts.

8.5 **No Assignment**

The Museum Trust must not assign or transfer any of its rights or obligations under this agreement without the Council's prior written consent.

8.6 **Amendments**

This agreement may not be amended in any way unless agreed by the Parties in writing.

8.7 **Counterparts and Electronic Signing**

(a) This agreement may be signed and delivered in any number of counterparts, including where a Party signs a counterpart and sends it as a PDF to the other Party by email. All counterparts, when taken together, will comprise the agreement between the Parties.

(b) A Party may sign this agreement by applying their electronic signature.

8.8 **New Zealand Law**

New Zealand law applies to this agreement and New Zealand courts have exclusive jurisdiction in relation to any matter arising under or relating to this agreement.

Signatures

Signed for and on behalf of
Chatham Islands Council

Paul Eagle
Name

Signature

Position – Chief Executive

Signed for and on behalf of
The Chatham Islands Museum and Cultural Heritage Charitable Trust

G. Day.
Name

Signature

Trustee
Position

Schedule 1 | Agreement Manager and Notice Details

Party	Agreement Manager	Notice Details
Chatham Islands Council	Paul Eagle	**Address:** 15 Waitangi Tuku Road, Waitangi, Chatham Islands 8016 **Email:** paul.eagle@chathamislands.govt.nz
The Chatham Islands Museum and Cultural Heritage Charitable Trust	George Day	**Address:** 15 Waitangi Tuku Road, Waitangi, Chatham Islands 8016 **Email:** chathamislandsmuseum@gmail.com

Chatham Islands Museum
15 Waitangi Tuku Rd, Box 40
Chatham Islands 8942
Phone: 022 0818826
Email: chathamislandsmuseum@gmail.com
The Chatham Islands Museum & Cultural Heritage Charitable Trust
"Working towards a culturally enriched community"

Schedule 3 | Quarterly Report Template

Quarterly Report Template

This report summarizes the work completed, progress made for the previous quarter and goals for the next quarter.

Organization: The Chatham Islands Museum & Cultural Heritage Charitable Trust

Prepared by: Museum Manager – Tessa Marie Horler

Reporting period: July – September 2026

Date submitted: 22/10/2026

Projects completed in QX

Project	Goals and Objectives	Success metrics and evaluation
What is the name and description of the project	*What were the goals achieved? How did these align with the Kaupapa of the organization?*	*Was the project successful? How did you evaluate the success of the project?*
Daily management and administration operations.	All financials were compiled and sent to accountants/auditor for review. Daily admin is up to date.	Yes, when admin is up to date, the manager is able to help in the collections room and research for inquiries.
Funding applications submitted, two were accepted.	Received funding to assist in Curatorial Assistants wages.	CA can continue cataloguing and archiving objects in the collections room, and can continue to organize and design exhibitions for the Museum
Collections preserved and records updated	We preserved many of our objects this quarter, enabling us to update our records and prepare the objects for display in the main gallery.	The objects were waiting for proper preservation; they are now safe for public display and records are up to date with the latest information.
Exhibitions and Loans	We have had three exhibitions and the donation of a fossil replica this quarter. This aligns with the museums charitable purpose and annual priorities.	We had many locals and visitors to the Museum and worked closely with the local schools; our goal is for community engagement which supports the Museums Kaupapa.
Visitor inquiries and activities delivered	We have had many inquiries from across the motu this quarter, the staff spend quite some time researching for these inquiries,	The museum has received good feedback from these inquiries, as well as loans and donations of objects due to the Museum being

	this aligns with the Museums goal of being the first stop for historical information.	considered a safe place.
Community Engagement	To encourage more locals into the museum, we involved the local primary schools to participate in displays. This brings school trips and more locals to the museum.	We had an influx of followers to our Facebook page and more locals than usual. The recent exhibits were centered around Island topics. The success was noted by the number of visitors during this time.

Current projects

Project	Goals and Objectives	Forecast
What is the name and description of the project	*Progress towards goals and objectives, milestones, challenges and updates*	*When will the project be delivered*
Exhibitions	We have a local story on display at the moment; this is drawing attention due to the gentleman's history and ethnicity.	It is ongoing.
Changing displays in the main gallery	Our goal is to change out displays once a year to allow other items in the archives to be seen.	Ongoing
Merchandise design	Our goal is to have Museum specific merchandise. We were given a donation by a kind donor to go towards making our own items to sell.	This is just beginning and will hopefully be ongoing.

Projects for QX

Project	Goals and Objectives	Success Criteria
What is the name and description of the project	*What were the goals for this project? How do these goals align with the*	*How will you know if the project is successful? How*

	Kaupapa of the organization	*will you monitor performance?*
Exhibitions	To continue to draw people in, we aim to put on "From the Archives" displays between booked exhibits. We hope by showing our care of objects, more people will trust us with their taonga, or put on their own exhibition.	Admission numbers, feedback.
New plinths for objects	We are looking into applying for a project grant to help us build new plinths for our recent donations to be displayed in our main gallery. These new objects need specific plinths for their safety.	We have had many comments from the community regarding the items in our archives, so we know they will be well received once on display.

PROPERTY SHARING AGREEMENT (IMPROVEMENTS)

Between

Ngati Mutunga o Wharekauri Asset Holding Company Limited

And

Chatham Islands Museum & Cultural Heritage Charitable Trust

And

Chatham Islands Council (as guarantor)

Property Sharing Agreement (Improvements)

Date: 3 July 2025

Parties

1. **NGATI MUTUNGA O WHAREKAURI ASSET HOLDING COMPANY LIMITED** ("NMAHC")
2. **CHATHAM ISLANDS MUSEUM & CULTURAL HERITAGE CHARITABLE TRUST** ("CIMT")
3. **CHATHAM ISLANDS COUNCIL (as guarantor of CIMT's obligations)** ("CIC")

Background

A. NMAHC has purchased a freehold property at 15 Waitangi Tuku Road, Chatham Islands as contained in record of title 906196 more particularly described as Lot 1 Deposited Plan 540522 (the "Property")

B. The parties have entered into a ground lease under which NMAHC leased part of the Property as bare land to CIMT as Lessee.

C. The parties have undertaken a joint development and construction of a building on the Property for the shared use of CIMT and tenants of NMAHC (the "Improvements").

D. The parties agree that CIMT are responsible for contributing by way of funding of the Improvements the sum of approximately $2,614.207.00 exclusive of GST. NMAHC are responsible for contributing by way of funding of the Improvements the sum of approximately $4,161,768.00 exclusive of GST.

E. It is agreed that the Property will remain held by NMAHC as the registered owner, however NMAHC acknowledges that CIMT owns the Improvements situated on the land CIMT leases, on the terms as set out in this Agreement.

F. The parties have agreed that they will contribute in shares according to their ownership of the Improvements towards the outgoings for the Improvements. The outgoings relating to the Property (other than relating to the Improvements) will be dealt with under the ground lease between the parties.

G. The parties wish to enter into this agreement to determine their rights, interests and obligations in respect of the Improvements on the Property.

This deed records

1. Ownership

1.1. CIMT have paid $2,614.207.00 to fund its share of the development of, and the shared building on, the Property comprising the Improvements on the land leased by CIMT from NMAHC.

1.2. NMAHC will own the Property but the Improvements situated on the part of the Property leased by CIMT will be the property of CIMT. The balance of the Improvements are the property of NMAHC.

1.3. The parties agree that any increase or decrease in the value of the Improvements is to be divided between the parties in accordance with the Ownership of those

Improvements or where the increase or decrease is not separable then in the following shares: 61.4% to NMAHC and 38.6% to CIMT.

2. Contributions

2.1 Except as the parties may agree in writing to the contrary, NMAHC must pay a 56.6% share and CIMT must each pay a 43.4% share (being the shares of the parties relating to the proportion of the Property occupied by CIMT) of any inseparable common expenses in relation to the Improvements including (but, except for those expenses expressly provided for in clause 2.2, not limited to):

a. the reasonable costs of maintaining or replacing any common Improvements to the standard (fair wear and tear excepted) it is in at the date of this agreement; and

b. the cost of any shared services, utilities or any other costs or expenses which are not separately metered, provided to, or divided in relation to NMAHC's part of the Improvements and CIMT's part of the Improvements, and/or which are applicable to the Improvements as a whole.

2.2 Except as the parties may agree in writing to the contrary, NMAHC must pay a 61.4% share and CIMT must each pay a 38.6% share (being the shares of the parties relating to their investment in the Property) of the following:

a. valuation fees for any valuations carried out under this agreement; and

b. all insurance premiums for the Improvements and any excess (for a common claim).

2.3 NMAHC and CIMT must each pay any costs or expenses (including for maintenance, replacement and services) relating to the Improvements which are separately assessed, metered, provided to, divided, or able to be undertaken in relation to NMAHC's part of the Improvements and CIMT's part of the Improvements.

3. Use of the property

3.1 NMAHC (or its tenant's and invitees) will occupy the part of the Property and the part of the Improvements on the Property which are not on the land leased by CIMT.

3.2 CIMT (or its assigns as permitted under its lease) will occupy the part of the Property and the part of the Improvements on the Property which are on the land leased by CIMT and as shown on the attached plan.

3.3 CIMT must only use its Improvements for the purpose permitted in the ground lease between the parties relating to the Property.

3.4 No party will do anything to damage or devalue the Improvements.

3.5 NMAHC will maintain and replace where necessary (where separable) the part of the Improvements on the Property which are not on the land leased by CIMT from NMAHC so that the Improvements are in the same clean order, repair and condition as at the date of this agreement (fair wear and tear excepted).

3.6 CIMT will maintain (where separable) the part of the Improvements on the Property which are on the land leased by CIMT from NMAHC so that the Improvements are in the same clean order, repair and condition as at the date of this agreement (fair wear and tear excepted).

3.7 Each party will be jointly responsible for maintaining any Improvements which are common to CIMT and NMAHC or which are otherwise not separable. For the avoidance of doubt all common building elements such as cladding and roofing by

way of example will be a joint responsibility. Each party may at all reasonable times and with reasonable notice (except in the case of emergencies where no notice is required) have the right to access such parts of the Property and Improvements as is necessary to execute any necessary repairs or works.

3.8 Either party may give written notice to the other of any failure to comply with any requirements of this part and the party given notice must with all reasonable speed comply.

3.9 If a default is made by either party to duly and punctually comply with a notice in accordance with clause 3.8, or if any repairs or works are required to be undertaken urgently then either party may at all reasonable times and with reasonable notice (except in the case of emergencies where no notice is required) execute any necessary repairs or works and will have the right to access all necessary parts of the Improvements and Property to do so. Any monies expended by the party undertaking the repairs or works may recover a share from the other party in accordance with the contributions recorded in this agreement.

4. Dealings with the property

4.1 NMAHC will not without the consent in writing of CIMT:

a. Other than a mortgage for funding put in place prior to the Commencement Date of the ground lease between the parties relating to the Property mortgage or charge their interest in the Improvements;

4.2 CIMT will not without the consent in writing of NMAHC:

a. mortgage or charge their interest in the Property or the Improvements;

b. transfer or dispose of their legal or beneficial interest in the Improvements or any part of that interest;

c. grant a lease or tenancy, a sublease or licence to occupy the Improvements or any part of the Property it leases from NMAHC.

5. Insurance

5.1 NMAHC will insure the Improvements (including but not limited to windows and other glass) under (1) a full replacement and reinstatement value policy or policies, or (2) an indemnity policy or policies where NMAHC reasonably believes a full replacement and reinstatement value policy is unavailable, against destruction and damage by fire, flood, explosion, lightning, storm, earthquake and volcanic activity and such other risks as NMAHC reasonably determines from time to time. NMAHC 's obligation to insure is subject to:

a. any exclusion, limitation, condition, and excess or deductible agreed by NMAHC with the insurance company; and

b. insurance being available to NMAHC for the Improvements on reasonable terms; and

c. CIMT or persons under the control of CIMT not doing or permitting anything whereby the insurance is rendered void or voidable.

5.2 CIMT will pay its share of the insurance premiums and excess in accordance with this agreement.

5.3 If the Improvements or any of them are destroyed or damaged then subject to the rights of any mortgagees and to the granting of all necessary third party consents and unless the parties agree otherwise NMAHC will expeditiously expend all insurance

money it receives in respect of the damage in reinstating the Improvements. For the avoidance of doubt NMAHC will not be bound to expend any moneys in excess of the insurance money actually received.

5.4 If CIMT's fixtures fittings or chattels are damaged and where those are insured separately as required under the ground lease between the parties then CIMT must, as soon as practicable, make a claim for them under the insurance policy it has and use the proceeds to repair and reinstate them.

6. Disposition of Proceeds on Sale

6.1 Upon any joint sale, transfer or other disposition of the Improvements, the sale proceeds will be divided between the parties so that NMAHC receives the proceeds, where those proceeds are separable, relating to the Improvements which are on the part of the Property not leased by CIMT and CIMT receives the proceeds relating to the Improvements which are on the part of the Property leased by CIMT. If the proceeds for the Improvements are not separable then they will be divided by the parties as to 61.4% for NMAHC and 38.6% for CIMT.

6.2 Subject to part 6, NMAHC may sell the Property and/or its part of the Improvements on the Property. NMAHC will give prior notice to CIMT before entering into any agreement if it desires to do this. If NMAHC sells its interest in the Improvements it will ensure that any purchaser agrees to enter into a replacement property sharing agreement with CIMT upon the same terms as this agreement, such obligation being a term of any sale and purchase agreement.

6.3 Subject to part 6 and to the terms of its lease with NMAHC, CIMT may sell its part of the Improvements on the Property in conjunction with its leasehold interest in the Property. If CIMT sells its interest in the Improvements it will ensure that any purchaser agrees to enter into a replacement property sharing agreement with NMAHC upon the same terms as this agreement, such obligation being a term of any sale and purchase agreement.

7. Right of First Refusal and Option to Purchase

7.1 Subject to the first right of refusal in the ground lease of part of the Property between the parties, if during the lease term CIMT desires to sell its part of the Improvements it must give written notice to NMAHC of its desire to sell the Improvements and terminate their sharing in the Improvements with NMAHC. ("The Termination Notice")

7.2 Upon receiving the Termination Notice NMAHC shall have the first option to purchase CIMT's part of the Improvements. This option shall be exercised no later than one month after receiving the Termination Notice. The option shall be exercised by written notice to CIMT of the intention to purchase their Improvements. If this option is exercised then settlement shall take place no later than two months after the notice of intention to purchase has been delivered to the other party.

7.3 The value of the Improvements shall be fixed in accordance with a current market valuation (after deducting reasonable selling costs)provided by a registered valuer to be agreed to by the parties, or if one cannot be agreed to, then by two valuers one to be nominated by the selling party and the other by the purchasing party with the value to be the average between the two valuations.

7.4 When fixing the valuation the respective share in the Property of either party shall be determined having regard to the provisions of this agreement.

7.5 If the option under sub-clause 7.2 shall not have been exercised within the prescribed time or shall have been waived then CIMT may sell its part of the Improvements to

another person on no more favourable terms than those offered to NMAHC. IF CIMT desires to sell its part of the Improvements to another person on more favourable terms than those offered to NMAHC, then the Improvements must first be re-offered to NMAHC on those more favourable terms in accordance with this part (modified as necessary), however the timeframe to exercise the option will be reduced to 10 working days.

7.6 If during the lease term NMAHC desires to sell its part of the Improvements and/or its Property it must give written notice to CIMT of its desire to sell the Improvements and/or Property and terminate their sharing in the Improvements with CIMT. If that happens, that will be a termination notice in accordance with clause 6.1 and this part will apply (modified as necessary).

7.7 The parties shall execute all such documents and do all such things as may be necessary to give effect to the provisions of this part.

8 Independent advice

8.1 Each party acknowledges that they have either received independent legal advice about the effect and implications of this agreement, or have been advised to do so but have elected not to receive independent advice.

9 Severance/Conflict

9.1 Should any part of this agreement be held invalid or void for any reason the remainder of the agreement shall remain valid and enforceable to the maximum extend permitted by law.

9.2 If there is any conflict between this agreement and the ground lease between the parties relating to part of the Property the lease will prevail.

10 Successors and Administrators Bound

10.1 The Successors and Administrators of the parties shall be bound to the terms of this agreement.

11 Dispute Resolution

11.1 Any dispute or difference between the parties must be dealt with initially as follows:

a. The parties must first endeavour in good faith to resolve the dispute expeditiously by the parties' authorised representatives, meeting promptly (and in any event no later than twenty working days after the authorised representatives have been informed of a dispute and using their reasonable endeavours to resolve the dispute).

b. If agreement is not reached within a further twenty working days of the authorised representative first meeting to resolve the dispute in accordance with clause (a) above, then the parties shall, without prejudice to any other right or entitlement they may have pursuant to this Lease or otherwise, refer the dispute to mediation and use best endeavours to resolve the dispute by mediation PROVIDED THAT the rules governing any mediation shall be those included in the LEADR New Zealand Incorporated (LEADR) standard mediation agreement. The mediator shall be a person agreed by the parties. Failing agreement, the mediator shall be appointed by the chair for the time being of LEADR. The parties shall require the mediator, as a pre-condition of his/her appointment and prior to receipt of any submission by either party, to complete and deliver a confidentiality agreement in a form reasonably required by the parties.

c. Where a dispute is not resolved within ten (10) working days after a mediation has been held pursuant to clause (b) above, then either party may, by written notice to the other party, require the dispute to proceed to arbitration.

d. Any arbitration shall be determined by a single arbitrator appointed by the parties (or, failing agreement, an arbitrator shall be appointed, upon request of either the Lessor or the Lessee, by the President or Vice President at the time of the New Zealand Law Society. Any arbitration is to be conducted as soon as possible and in accordance with the Arbitration Act 1996.

e. The procedures described in this clause shall not:

i. prevent either party from exercising its rights and remedies in the event of a default; or

ii. prevent either party from taking immediate steps to seek urgent interlocutory or equitable relief before a New Zealand Court.

12 Guarantee

12.1 In consideration of NMAHC entering into this agreement with CIMT at CIC's request, CIC (the "Guarantor") Guarantees payment of the contributions and other amounts and the performance by CIMT of the covenants in this agreement and indemnifies NMAHC against any loss NMAHC might suffer should the agreement be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

12.2 CIC covenants with NMAHC that:

f. No release, delay or other indulgence given by NMAHC to CIMT or its successors or assigns or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release, prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.

g. As between the Guarantor and NMAHC, the Guarantor may for all purposes be treated as the principal and NMAHC shall be under no obligation to take proceedings against CIMT before taking proceedings against the Guarantor.

h. The guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the benefit of this agreement.

13 General

13.1 This agreement is made in accordance with and will be expressly governed by the laws of New Zealand.

13.2 The courts of New Zealand will have exclusive jurisdiction over any dispute arising from this agreement.

13.3 The parties will do all things and sign all documents necessary to give effect or better effect to the terms contained in this agreement.

13.4 This agreement may be executed in any number of counterpart copies which taken together will be deemed to form the same document.

13.5 This agreement will be deemed to be executed by a party if that party has executed an original, a facsimile copy, a photocopy, a PDF or other scanned copy of it, or has authorised their digital signature to be inserted into the signing provisions of this agreement.

13.6 A party may sign this deed by way of the application of that party's electronic signature in accordance with Part 4 of the Contract and Commercial Law Act 2017.

Signed by

Signed for and on behalf of
Ngati Mutunga O Wharekauri Asset Holdings Company Limited

Director's signature

THOMAS McCLURG
Director's name

Director's signature

Director's name

SIGNED for and on behalf of THE CHATHAM ISLANDS MUSEUM & CULTURAL HERITAGE CHARITABLE TRUST after the schedules as Lessee

in the presence of:

R E Holmes Chairperson on behalf of Jocelyn Powell

Trustee

Witness Signature

Witness Name

Witness Occupation

Signed for and on behalf of
Chatham Islands Council

Authorised signature

Tahere Paul Eagle
Authorised Signatory's name

CHATHAM ISLANDS MUSEUM 44°S 176°W

Authorised signature

KERI LEAH DAY
Authorised Signatory's name

ABlitcliff Witness Signature

Abby Bitcliff Witness Name

Administration Witness Occupation

8 WAITANGI TUKU ROAD. Witness Address

CHATHAM ISLANDS.

GROUND LEASE

DEED dated 3 July 2025

PARTIES:

NGATI MUTUNGA O WHAREKAURI ASSET HOLDING COMPANY LIMITED (the "Lessor")

AND THE CHATHAM ISLANDS MUSEUM & CULTURAL HERITAGE CHARITABLE TRUST ("the Lessee")

AND CHATHAM ISLANDS COUNCIL ("the Guarantor")

OPERATIVE PART:

A. The Lessor leases to the Lessee and the Lessee takes on lease the Land for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

B. The Lessor and the Lessee covenant as set out in the Second Schedule.

C. The Guarantor covenants with the Lessor as set out in the Third Schedule.

EXECUTED

Signed for and on behalf of
Ngati Mutunga O Wharekauri Asset Holdings
Company Limited

Director's signature

THOMAS M-CLURG
Director's name

Director's signature

Director's name

SIGNED for and on behalf of THE CHATHAM ISLANDS MUSEUM & CULTURAL HERITAGE CHARITABLE TRUST
after the schedules as Lessee
in the presence of:

R.F Holmes - Chairperson On behalf of Jocelyn Powell.

Trustee

J M Quarrie ..... Witness Signature

Tracey M Quarrie ..... Witness Name

Museum Curator ..... Witness Occupation

116 Rapanui Rd ..... Witness Address
Chatham Islands

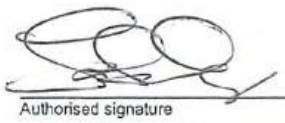
CHATHAM ISLANDS MUSEUM
44*S 176*W

367527 49#10300420v2

Signed for and on behalf of
Chatham Islands Council

Authorised signature

Tahere Paul Eagle
Authorised Signatory's name



Authorised signature

KERI LEA DAY
Authorised Signatory's name

ABiltcliff ..... Witness Signature

Abby Biltcliff ..... Witness Name

Administration ..... Witness Occupation

8 WAITANGI TUKU ROAD ..... Witness Address

CHATHAM ISLANDS

FIRST SCHEDULE

LAND:	The Lessor's Land at 15 Waitangi Tuku Road
TERM:	26 years, 11 months, 14 days
COMMENCEMENT DATE:	28 February 2025
FURTHER TERMS:	N/A
RENEWAL DATES:	N/A
FINAL EXPIRY DATE:	10 February 2052
ANNUAL RENT:	$3,603.00 plus GST per annum

LAND:	The Lessor's Land being part of the property at 15 Waitangi Tuku Road, Chatham Islands being Lot 1 DP 540522 contained in record of title 906196; with that leased part of the property shown approximately in yellow on the attached plan.
TERM:	26 years, 11 months, 14 days
COMMENCEMENT DATE:	28 February 2025
FURTHER TERMS:	N/A
RENEWAL DATES:	N/A
FINAL EXPIRY DATE:	28 February 2052
ANNUAL RENT:	$3,603.00 plus GST
MONTHLY PAYMENTS OF RENT:	$300.25 plus GST
RENT PAYMENT DATES:	10th of each month
RENT REVIEW DATES:	Every year on the anniversary of 10 January 2025 the annual rent will increase by the change in CPI (from CD or last review)
PROPORTION OF OUTGOINGS:	Tenant to pay 100% of the outgoings specified in the first schedule of the form of leases as are separately assessed from the Premises or if not separately assessed then a fair proportion and taking into account the area the Premises bears to the area of the land of which the Premises forms a part.
DEFAULT INTEREST RATE:	10%
BUSINESS USE:	Offices and museum

OUTGOINGS

(Clause 3)

1. Rates or levies payable to any local or territorial authority.
2. Charges for water, gas, electricity, telephones and other utilities or Services.
3. Rubbish and recycling collection charges.
4. Ground maintenance.
5. Any insurance excess in respect of a claim on the Lessor's Insurance relating to the Premises.
6. Any contributions payable by the lessee under the property sharing agreement entered into by the parties pursuant to clause 10.2

SECOND SCHEDULE

LESSEE'S PAYMENTS

1. RENT

1.1 The Lessee shall pay the Annual Rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the Rent Payment Dates during the Term and any renewal term/s. The first monthly payment (together with Annual Rent calculated on a daily basis for any period from the Commencement Date of the Term to the first Rent Payment Date) shall be payable on the first Rent Payment Date. All Annual Rent shall be paid without any deductions by direct payment to the Lessor or as the Lessor may direct.

Rent Review

1.2 The annual rent payable as from each rent review date shall be increased (and will not go down) in accordance with the movement in the Consumer Price Index (all groups). The new annual rent will be the then current rental payable adjusted by a percentage equal to the movement in the Consumer Price Index (all groups) for the period commencing on the quarter following immediately after the last review date and ending on the quarter immediately before the relevant review date. If the change in CPI is zero or negative, then the rental will remain the current rental payable.

1.3 If the CPI Index ceases to be published, the new Annual Rent from any Review Date shall be calculated by reference to the most nearly comparable index agreed to by the parties or, failing agreement, as determined by the then President or equivalent of the Zealand Law Society.

2. **LESSEE'S OUTGOINGS**

2.1 The Lessee shall pay the Outgoings in respect of the Land which are specified in the First Schedule. Where any Outgoing is not separately assessed or levied in respect of the Land then the Lessee shall pay such proportion thereof as fairly represents the Lessee's proportion of the Outgoings related to the Land, such proportion to be agreed or failing agreement determined pursuant to the dispute resolution provisions of this lease.

2.2 The Lessor may vary the proportion of any Outgoing payable to ensure that the Lessee pays a fair proportion of the Outgoing.

2.3 The outgoings shall be apportioned between the Lessor and the Lessee in respect of periods current at the commencement and termination of the term.

2.4 The Outgoings shall be payable on demand or if required by the Lessor by monthly instalments on each Rent Payment Date of such reasonable amount as the Lessor shall determine calculated on an annual basis. Where any Outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.

2.5 After 31 March in each year of the term or such other date in each year as the Lessor may specify, and after the end of the term, the Lessor shall supply to the Lessee reasonable details of the actual Outgoings for the year or period then ended Any over payment shall be credited or refunded to the Lessee and any deficiency shall be payable to the Lessor on demand.

2.6 The Lessee's liability to pay Outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.

2.7 Notwithstanding any other provision in this lease, the Lessee shall only be liable to

pay the Outgoings specified in the First Schedule.

3. GOODS AND SERVICES TAX

3.1 The Lessee shall pay to the Lessor or as the Lessor shall direct the Goods and Services Tax payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee hereunder. The tax in respect of the Annual Rent shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.

3.2 If the Lessee shall make default in payment of the Annual Rent or other moneys payable hereunder and the Lessor becomes liable to pay additional Goods and Services Tax then the Lessee shall on demand pay to the Lessor the additional tax.

4. INTEREST ON UNPAID MONEY

4.1 If the Lessee defaults in payment of Annual Rent or other moneys payable hereunder for ten (10) working days then the Lessee shall pay on demand interest at the default interest rate on the moneys unpaid from the due date to the date of payment.

5. COSTS

5.1 The Lessee shall pay the Lessor's solicitors reasonable costs of and incidental to any variation or renewal of this lease or any Deed recording a rent review, the Lessor's reasonable costs incurred in considering any request by the Lessee for the Lessor's consent to any matter contemplated by this lease, and the Lessor's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights remedies and powers under this lease.

6. LESSOR'S OUTGOINGS

6.1 Subject to the Lessee's compliance with the provisions of clause 2 the Lessor shall pay all outgoings in respect of the Land not payable by the Lessee direct. The Lessor shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Lessee.

7. LESSOR'S RIGHT OF INSPECTION

7.1 The Lessor and the Lessor's employees, contractors and invitees may at all reasonable times and upon prior reasonable notice (except in an emergency) enter upon the Land to view its condition and/or to give effect to the property sharing agreement entered into by the parties in accordance with this lease provided that in exercising such right the Lessor shall use reasonable endeavours to procure that its employees, contractors and invitees:

(a) Cooperate with the Lessee's reasonable security and health and safety requirements from time to time (taking into account the special nature of the Lessee's operations);

(b) Cooperate with the Lessee to enable the Lessor's employees, contractors or other invitees to be accompanied at all times whilst on or about the Land by the Lessee's own employee/s or other representative/s; and

(c) Do not cause or permit the carrying out of any work in or directly affecting the Land (other than in an emergency) which is known to the Lessor to be likely to materially affect or impact on the security or health and safety requirements of the Lessee from time to time, without first giving reasonable prior written notice thereof to the Lessee and obtaining the prior written consent thereto, such consent not to be unreasonably withheld or delayed.

The Lessee acknowledges that to give effect to clauses 7.1(a) and 7.1(c), the Lessee will need to notify its reasonable security and health and safety requirements and any changes to the Lessor from time to time.

8. **USE OF LAND**

8.1 The Lessee shall only use or permit the whole or any part of the Land to be used for the Business Use.

8.2 The Lessor makes no claim as to what can or cannot be built on the Land, nor whether the Land is fit for the Lessee's intended Business Use.

9. **LEASE OF LAND ONLY**

9.1 This Lease is a lease of bare land.

10. **IMPROVEMENTS**

10.1 Subject to clauses 10.2 and 10.3, where the Lessee intends to develop, replace or construct any Lessee's Improvements on any part of the Land, the Lessee must first obtain the Lessor's prior written consent to such works (which consent may be withheld for any reason).

10.2 During the term of this lease the Lessee must enter into and remain a party to a property sharing agreement with the Lessor relating to the improvements on the Land (the "Property Sharing Agreement"). That agreement will be required so long as those improvements are (and are within) a shared building envelope. Any breach of that property sharing agreement will be deemed to be a breach of this lease.

10.3 Clause 10.1 shall not apply to any existing buildings or structures on the Land at the Commencement Date.

10.4 The Lessee, when undertaking any "building work" on the Land (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including (but not limited to) the obtaining of building consents and code compliance certificates pursuant to that Act and the costs of compliance will be met by the Lessee.

11. **INSURANCE**

11.1 The Lessee must ensure that all of the Lessee's fittings, fixtures and chattels are fully insured at all times during the term of this Lease.

11.2 The Lessee must keep and maintain public liability insurance for the term of this Lease (unless the Lessor agrees to hold this cover for both parties' benefit in which case a fair share of any premium and excess will be an outgoing).

11.3 The Lessee must arrange for the Lessor to be noted on the policy documents as an interested party.

11.4 The Lessor will insure the improvements on the Property and the Lessee will be responsible for a fair proportion of the premiums for that insurance as recorded in the Property Sharing Agreement.

12. **COMPLIANCE WITH STATUTES AND REGULATIONS**

12.1 The Lessee shall comply with the provisions of the PSA and all statutes, ordinances, regulations and by-laws in any way relating to the use of the Land by the Lessee or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the Land or their use by the Lessee or other occupant.

13. **NO NOXIOUS USE**

13.1 The Lessee shall not:

(a) bring upon the Land nor allow to be brought upon the Land any machinery, goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to any surfaced area;

(b) use the Land or allow it to be used for any noisome, noxious, illegal or offensive trade or business; or

(c) allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Lessor or any other person and generally the Lessee shall conduct the Lessee's business upon the Land in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to any such persons

PROVIDED THAT the carrying on by the Lessee in a reasonable manner of the Business Use or any use to which the Lessor has consented shall be deemed not to be a breach of this clause.

14. **DEFAULT**

Cancellation

14.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this lease by re-entering the Land at the time or at any time thereafter:

(a) if the rent shall be in arrears for ten (10) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 245 of the Property Law Act 2007;

(b) in the case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent), after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007;

(c) if the Lessee shall make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors; or

(d) in the event of the insolvency bankruptcy or liquidation of the Lessee

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

15. **ESSENTIALITY OF PAYMENTS**

15.1 Failure to pay the Annual Rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Lessee's obligations under the lease. The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages from the Lessee for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Lessor may have.

15.2 The acceptance by the Lessor of arrears of Annual Rent or other moneys shall not constitute a waiver of the essentiality of the Lessee's continuing obligation to pay rent and other moneys.

16. REPUDIATION

16.1 The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the lease or the Lessee's obligations under the lease. Such entitlement shall subsist notwithstanding any cancellation of the lease and shall be in addition to any other right or remedy which the Lessor may have.

17. REMOVAL OF LESSEE'S IMPROVEMENTS

17.1 Subject to parts 23, 22 and clause 20.1, prior to the expiry of the Term of this Lease, the Lessee shall remove all of the Lessee's Improvements and any fixtures and fittings on or under the land that the Lessee or its predecessors have installed, and make good at the Lessee's own expense all resulting damage and contamination to the land. All work intended to be completed by the Lessee pursuant to this clause shall commence no later than three (3) months prior to the expiry of the Term of the Lease.

17.2 The Lessee shall ensure that the property is left in a clean state clear of all rubbish and the Lessee shall meet all costs of the same. This clause will survive termination of this Ground Lease.

17.3 If any of the Lessee's Improvements or fixtures and fittings are not removed on the expiry of this Lease, then upon the election of the Lessor (which election shall be notified in writing by the Lessor to the Lessee) ownership of the Lessee's improvements, fixtures and fittings will pass to the Lessor without any compensation being payable to the Lessee by the Lessor. Notwithstanding any other provision of this Lease, on the expiry or earlier termination of this Lease the Lessee and Lessor may agree for some or all of the Lessee's improvements or fixtures and fittings to be left on the Land.

17.4 There shall be no reduction in damages able to be claimed by the Lessor from the Lessee for breach of clause 17.1 or any other breach of any term in this Lease by virtue of the value (if any) of the Lessee's improvements, fixtures and fittings left on the Lessor's land in accordance with clause 17.3.

18. QUIET ENJOYMENT

18.1 The Lessee paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the Land throughout the term without any interruption by the Lessor or any person claiming under the Lessor.

19. LESSEE RIGHT OF FIRST REFUSAL FOR REPLACEMENT LEASE

19.1 If, following the Term of this Lease, the Lessor wishes to again lease the Land, in its absolute discretion, the Lessor must immediately give written notice of that wish to the Lessee.

19.2 The Lessor's notice must contain a signed written offer to lease the land to the Lessee (on the rent and terms determined by the Lessor in its absolute discretion).

19.3 If the Lessee wishes to accept that offer it must give an exercise notice to the Lessor.

19.4 The exercise notice must:

(a) Be in writing and contain a signed acceptance of the Lessor's offer; and

(b) Be given to the Lessor within one month after the Lessee received the Lessor's notice (time being of the essence).

19.5 On an exercise notice being given an agreement to lease the Land on the terms specified by the Lessor will be deemed to be formed.

19.6 If the Lessee does not give an exercise notice or advises that it does not want a further lease, the Lessor may, at any time thereafter, lease the Land to any other person on any terms and the right of first refusal in this part will be at an end.

20. ASSIGNMENT OR SUBLETTING

20.1 The Lessee shall not assign sublet or otherwise part with the possession of the Land or any part thereof of this Lease without first offering the Lessee's Improvements and its fixtures and fittings to the Lessor to Purchase in accordance with clause 22.

20.2 If the lessor elects not to purchase under clause 20.1 then the Lessee may assign sublet or otherwise part with the possession of the Land or any part thereof after obtaining the written consent of the Lessor which the Lessor shall give if the following conditions are fulfilled:

(a) The Lessee proves to the satisfaction of the Lessor that the proposed assignee or sub Lessee is (or in the case of a company the shareholders of the proposed assignee or sub Lessee are) respectable responsible and has the financial resources to meet the Lessee's commitments under this lease.

(b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Lessee's covenants.

(c) In the case of an assignment a deed of covenant in customary form and a replacement property sharing agreement as required in this lease (with the assignee) approved or prepared by the Lessor is duly executed and delivered to the Lessor.

(d) The Lessee provides a complete copy of the proposed Sub-Lease or assignment to the Lessor.

(e) In the case of an assignment to a company (other than a company listed on the main board of a public stock company) a deed of guarantee in customary form approved or prepared by the Lessor is duly executed by the principal shareholders and directors of that company and delivered to the Lessor.

(f) The Lessee pays the Lessor's proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed assignee, sub Lessee or guarantor.

20.3 Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any sub Lessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent.

21. **LESSEE'S ENVIRONMENTAL OLIBATIONS:**

21.1 The Lessee will not contaminate (and neither will the Lessee permit any contamination) the land with any chemicals or inorganic materials, and the Lessee will be responsible to remediate any contamination in accordance with best practice.

22. **LESSORS RIGHT OF FIRST REFUSAL**

22.1 Subject to clause 23, If during the term of this lease the Lessee desires to assign, sublet or otherwise part with possession of the Land, the Lessee must first offer the Lessor the first option to purchase the Lessee's Improvements, fixtures and fittings by serving the Lessor with a written offer (which may contain any terms and conditions the Lessee determines.

22.2 The Lessor may accept that offer by serving the Lessee with a written acceptance of the offer. If the Lessor refuses the offer or does not accept the offer within 28 days after the offer is served on it (time being of the essence), the Lessee may sell its property and assign the lease (provided the assignment requirements of this lease are met) to any other person on terms no more favourable than those offered to the Lessor.

22.3 If the Lessee desires to offer its property (and to assign the lease) to any other person on terms more favourable than those offered to the Lessor then the option to purchase the Lessee's Improvements, fixtures and fittings must first be re-offered to the Lessor in accordance with this part (as if a new offer), however the time for acceptance will be 10 working days.

23. **LESSOR'S OPTION TO PURCHASE**

23.1 No later than three (3) months prior to the expiry of this Lease (for any reason), the Lessee must offer the Lessor the option to purchase the Lessee's Improvements, fixtures and fittings at a purchase price equal to the cost of the demolition/removal costs of those Improvements, fixtures and fittings and payment to be made one month after the price is calculated in accordance with this part.

23.2 A quote for the cost of the demolition/removal shall be obtained by each party and the purchase price will be determined as the average of the two quotes.

23.3 Each party will be responsible for their own costs in relation to obtaining their quote.

23.4 The Lessor may accept the Lessee's offer at the price calculated above but will not be bound to do so.

24. **HOLDING OVER**

24.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of the term (including any Extension Period), such occupation shall be a periodic tenancy only terminable by twenty (20) working days' written notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as herein expressed or implied.

25. **SUITABILITY**

25.1 No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

26. **DISPUTE RESOLUTION**

26.1 Any dispute or difference between the parties (save for any dispute relating to any rent review carried out pursuant to clause 2) must be dealt with initially as follows:

(a) The parties must first endeavour in good faith to resolve the dispute expeditiously by the parties' authorised representatives, meeting promptly (and in any event no later than twenty working days after the authorised representatives have been informed of a dispute and using their reasonable endeavours to resolve the dispute.

(b) If agreement is not reached within a further twenty working days of the authorised representative first meeting to resolve the dispute in accordance with clause 26.1(a) above, then the parties shall, without prejudice to any other right or entitlement they may have pursuant to this Lease or otherwise, refer the dispute to mediation and use best endeavours to resolve the dispute by mediation PROVIDED THAT the rules governing any mediation shall be those included in the LEADR New Zealand Incorporated (LEADR) standard mediation agreement. The mediator shall be a person agreed by the parties. Failing agreement, the mediator shall be appointed by the chair for the time being of LEADR. The parties shall require the mediator, as a pre-condition of his/her appointment and prior to receipt of any submission by either party, to complete and deliver a confidentiality agreement in a form reasonably required by the parties.

(c) Where a dispute is not resolved within ten (10) working days after a mediation has been held pursuant to clause 26.1(b), then either party may, by written notice to the other party, require the dispute to proceed to arbitration.

(d) Any arbitration shall be determined by a single arbitrator appointed by the parties (or, failing agreement, an arbitrator shall be appointed, upon request of either the Lessor or the Lessee, by the President or Vice President at the time of the New Zealand Law Society. Any arbitration is to be conducted as soon as possible and in accordance with the Arbitration Act 1996.

(e) The procedures described in this clause shall not:

(i) prevent the Lessor from taking proceedings for the recovery of any rent or other moneys payable pursuant to this Lease which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clause 14; or

(ii) prevent either party from taking immediate steps to seek urgent interlocutory or equitable relief before a New Zealand Court.

27. WAIVER

27.1 No waiver or failure to act by the Lessor in respect of any breach by the Lessee shall operate as a waiver of another breach.

28. NOTICES

28.1 All notices must be in writing and must be served by one of the following means.

(a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act; and

(b) in all other cases, unless otherwise required by sections 352 to 361 of that Act, in the manner authorised by sections 354 to 361 of that Act, or by personal delivery or by posting by registered or ordinary mail or by facsimile or by email;

28.2 In respect of service by personal delivery, posting, facsimile or email, a notice is

deemed to have been served:

(a) in the case of personal delivery, when received by the addressee;

(b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;

(c) in the case of facsimile transmission, when sent to the addressee's facsimile number;

(d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.

Notices served after 5pm on a working day, or at any time on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.

28.3 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

29. **SEVERABILITY**

29.1 If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable, the remaining terms, conditions and covenants will not be affected.

30. **EXCLUSION OF STATUTORY PROVISIONS**

30.1 The covenants, conditions, agreements and restrictions implied herein by the Property Law Act 2007 are hereby modified or negatived to the extent that the same are in consistent with contradictory or repugnant to the covenants, conditions, agreements and restrictions contained in this Lease, but not otherwise.

31. **NON-MERGER**

31.1 The covenants, conditions, agreements and obligations of the parties to this Lease and this Lease document shall not merge with or be extinguished by the grant of any further or other lease but shall remain in full force and effect and operative according to the tenor.

32. **ENTIRE AGREEMENT**

32.1 This Lease constitutes the entire agreement between the parties in relation to this transaction and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.

33. **CONFIDENTIALITY**

33.1 All matters and information about this lease and its preparation and execution that the Lessor or the Lessee acquires or receives will be confidential and must not be disclosed to any third party without the consent of the other party's prior written consent.

34. **INTERPRETATION**

34.1 In this lease:

"working day" has the meaning given to it in the Property Law Act 2007.

Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.

Where the context requires or admits, words importing the singular shall import the plural and vice versa.

Where the Lessor's consent to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Lessor must not unreasonably withhold consent and must, within a reasonable time of the Lessor's consent being requested, grant that consent or notify the Lessee in writing that the consent is withheld.

THIRD SCHEDULE

GUARANTEE

1. In consideration of the Lessor entering into the Lease at the Guarantor's request, the Guarantor:

1.1 Guarantees payment of the rent and the performance by the Lessee of the covenants in the Lease; and

(a) Indemnifies the Lessor against any loss the Lessor might suffer should the Lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person;

(b) The Guarantor covenants with the Lessor that:

(i) No release, delay or other indulgence given by the Lessor to the Lessee or to the Lessee's successors or assigns or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release, prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.

(ii) As between the Guarantor and the Lessor, the Guarantor may for all purposes be treated as the Lessee and the Lessor shall be under no obligation to take proceedings against the Lessee before taking proceedings against the Guarantor.

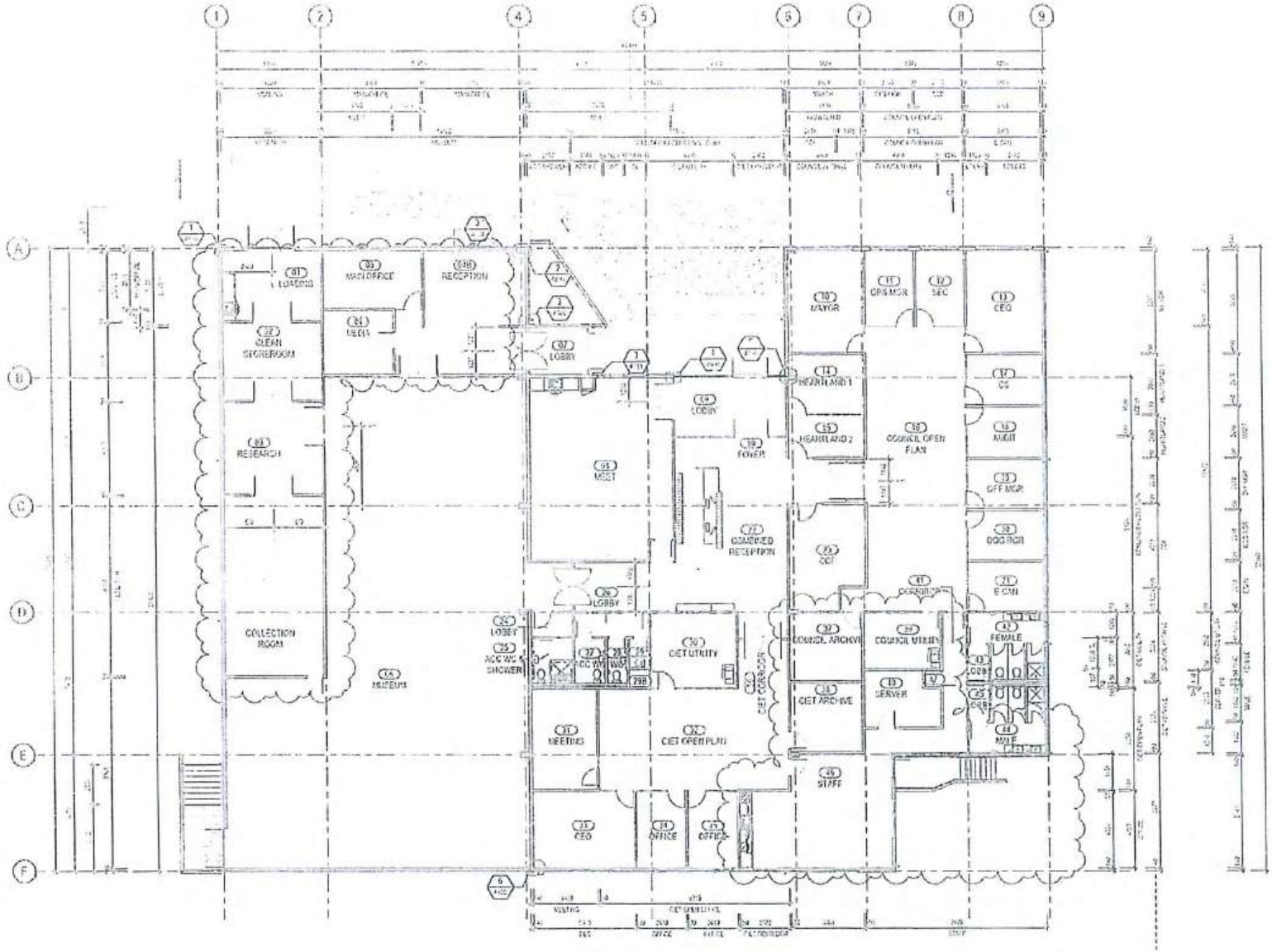
(iii) The guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.

(iv) An assignment of the Lease and any rent review in accordance with the Lease shall not release the Guarantor from liability.

(v) Should there be more than one Guarantor, their liability under this guarantee shall be joint and several.

(vi) The guarantee shall extend to any holding over by the Lessee.

Land (lease plan)



SET OUT PLAN

GENERAL NOTES

DIMENSION NOTES

CONSENT

Apollo PROJECTS

DO NOT SCALE

APOLLO PROJECTS
CHATHAM ISLAND OFFICES & MUSEUM
ARCHITECTURAL WORKS
SET OUT PLAN

6. Regulatory

6.1 Wild Cattle Report

Date of meeting	29 October 2026
Agenda item number	6.1
Author/s	Nadia Thomas, Dog & Stock Control Officer

Purpose

The purpose of this report is to provide Council with an update on the current wild cattle situation across the Chatham Islands, including areas of ongoing concern, and to seek Council's direction on a coordinated approach to managing and reducing wild stock numbers**.**

Recommendation

THAT Council:

1. **Receives the Wild Cattle Report and notes the information provided regarding current wild cattle numbers, locations and control measures.**
2. **Notes that, while the 2024 wild animal cull significantly reduced wild stock numbers, cattle populations appear to be increasing again in several areas.**
3. **Supports engagement with affected farmers and landowners to determine their willingness to participate in a coordinated wild stock control programme.**
4. **Requests that staff investigate potential options, including associated costs and funding requirements, for further wild cattle control measures and report back to Council.**

Background

In 2024, a wild animal culling programme was undertaken across parts of the Chatham Islands to address concerns regarding wild cattle and other roaming stock, particularly in areas affecting public roads and neighbouring properties.

The programme resulted in a significant reduction in wild stock numbers. However, recent observations indicate that cattle numbers have increased again in several previously affected areas.

The attached Wild Cattle Report provides an overview of the current situation, based on local observations and feedback received from members of the community.

Current Situation

The report identifies several areas where wild cattle continue to be a concern, particularly Maipito, Moera, Port Hutt, Toroto and Taupeka.

Estimates suggest that significant numbers of cattle remain in some locations, although these figures are based on observations rather than formal stock counts and should be treated as indicative.

Recent installation of cattle stops at Maipito and along Kaingaroa Road has assisted, or is expected to assist, with controlling stock movement and reducing the risk of cattle accessing public roads.

Encouragingly, Manauea, previously identified as a significant problem area, is now reported to be clear of wild cattle.

Some farmers and landowners have also undertaken small-scale musters and culls, contributing to the reduction of wild stock numbers in affected areas.

Community Feedback

As part of preparing the attached report, 15 community members were approached for information regarding wild cattle numbers and locations.

Seven respondents provided observations, which generally confirmed that, although the 2024 cull had been effective, wild cattle remain an issue in several areas.

Particular concerns were raised regarding cattle moving onto roads, the presence of large bulls and increasing stock numbers around Port Hutt and surrounding areas.

The feedback highlights the importance of continued management to address potential road safety risks and prevent further increases in wild cattle populations.

Proposed Way Forward

The attached report suggests that a coordinated approach involving Council, farmers and landowners may provide the most practical opportunity to further reduce wild cattle numbers.

This could involve engaging directly with affected property owners to establish their willingness to participate in a coordinated programme and identifying what assistance may be required to support mustering, removal or culling activities.

An alternative option identified is to consider a further targeted culling programme, potentially involving members of the team that undertook the previous operation.

It is proposed that Council initially support engagement with affected farmers and landowners to better understand the available options, practical requirements and potential costs before determining whether further Council involvement or funding is appropriate.

Financial Implications

There are no immediate financial commitments proposed through this report.

Any future coordinated control programme or targeted culling operation may require Council funding or other resources. The extent of these requirements would need to be established and reported back to Council for consideration.

Conclusion

The 2024 wild animal cull achieved positive results; however, wild cattle continue to present challenges in several areas of the Chatham Islands.

A coordinated approach involving affected farmers, landowners and Council may provide an opportunity to build on the progress already made, reduce risks to road users and surrounding properties, and achieve more sustainable management of wild stock.

Council's direction is sought on progressing discussions with affected landowners and investigating options for further control measures.

Attachment 1: Wild Cattle Report

Wild Cattle Report

Background

Since the wild animal cull undertaken in 2024, there has been a significant reduction in the number of wild stock being encountered on roads and throughout the island. However, over the past year there has been a noticeable increase in the number of cattle and pigs returning to a number of previously affected areas.

The following provides an overview of the current situation based on observations and local knowledge.

Current Stock Numbers and Areas

- **Maipito:** There continues to be a significant number of wild cattle in the area. The recently installed cattle stop appears to be helping to contain stock and, to date, has been effective in limiting their movement onto the road.
- **Moera:** An estimated 80–100 head of cattle are currently roaming through the dunes and surrounding area.
- **Port Hutt Triangle:** This includes the area around Admiral Gardens, Kakano, Torotoro, Toroto, Saundersville and back towards the turn-off. An estimated 60 cattle are present in the dunes, with more than 100 cattle within the wider triangle area.
- **Toroto:** An estimated 100–150 cattle are present in this area.
- **Port Hutt Road:** The cattle in this area are primarily escapees from surrounding properties. A number of these animals remain unmarked; however, work is continuing to identify and address these animals.
- **Kaingaroa Road:** Two additional cattle stops have recently been installed. There are now four cattle stops in succession along this section of road, which should assist with controlling stock movement.
- **Taupeka:** There are still wild cattle present, although the exact number is unknown. There are several large bulls within the reserve. It is estimated that approximately 40 cattle are spread throughout the dunes and inland areas.
- **Manauea:** This area has now been cleared of wild cattle. Manauea was previously one of the main areas of concern, so this is a positive outcome.

Current Control Measures

Some farmers and landowners in affected areas have been undertaking small-scale musters and culls when opportunities arise. In some cases, clean-skin cattle have been incorporated into farmers' own stock, while other animals have been culled and made available for dog tucker.

This work has made a positive contribution to reducing wild stock numbers and demonstrates that there is willingness among landowners and farmers to assist with the issue. There has also been discussion in other areas about undertaking similar work.

Potential Way Forward

A coordinated approach with farmers and landowners could provide an opportunity to make further progress in reducing the number of wild cattle, particularly those accessing roads and public areas.

One option would be to engage directly with landowners and farmers who have wild or feral stock on their properties and develop an agreed plan for the removal of these animals. Council could potentially assist by coordinating the effort and identifying practical ways to support landowners in mustering, removing or culling wild cattle.

With a coordinated approach, there is potential to make significant progress in reducing the remaining wild cattle population and improving road safety.

An alternative would be to consider funding the return of the previous culling team (Rob, Jase and myself) to undertake a further targeted programme. This could focus on completing the original objective of removing clean-skin cattle and horses from areas where they continue to be a problem.

Recommendation

It is suggested that Council consider engaging with affected farmers and landowners to determine their willingness to participate in a coordinated wild stock control programme, and to identify what assistance may be required to support further removal of wild cattle from roads and surrounding areas.

Public Feedback

As part of preparing this report, 15 people from different areas of the island were contacted to obtain an indication of wild cattle numbers from a community perspective. The request explained that the information would be used to inform a Council report and that responses would remain anonymous.

Of the 15 people contacted:

- 6 people did not respond;
- 2 people preferred not to be involved; and
- 7 people provided information or observations regarding wild cattle in their respective areas.

The responses varied considerably, but generally supported the view that, while the 2024 cull resulted in a significant reduction in wild cattle numbers, there has been an increase in stock numbers in some areas over the past year.

The following is a summary of the information received:

- **Maipito:** The largest mob recently observed was estimated at approximately 30 cattle. Eleven cattle from this group were subsequently culled. The cattle had been moving through the pā reserve and the Cameron and Bradshaw properties, with some continuing to come down through the creek. The recently installed cattle stop was viewed positively as a measure to help contain stock movement.
- **General observation:** One respondent noted a significant improvement following the 2024 cull, although some wild cattle remain in the area.
- **General observation:** Another respondent considered that there are still significant numbers of cattle present, particularly in areas adjoining farming properties.
- **Manauea:** The area was reported to be clear of wild cattle, consistent with the information received from other sources.
- **Taupeka:** Relatively few cattle have been observed in the area; however, several large bulls are reportedly present within the reserve.
- **Port Hutt Triangle:** One respondent reported a substantial increase in cattle in and around the Port Hutt Triangle, estimating that there could be approximately 2,000 cattle across the wider area, although this figure is unverified. They estimated several hundred cattle near the Port Hutt turn-off and approximately 80–100 cattle in the dunes near Rick's.
- **Port Hutt Road and surrounding areas:** One respondent estimated approximately 120 cattle between the Port Hutt/Waitangi West turn-off and the Waitangi West cattle stop. They also reported several large bulls moving into Port Hutt at night and groups of cattle being observed around the ford between Port Hutt and the Main North Road. A further mob was reported in the Paritu area, from Simon Norman's property towards the top of the hill. Their overall estimate for cattle along the Port Hutt Road area was between 50 and 300 animals.

Observations from Public Feedback

The information received demonstrates that there are significant variations in estimated stock numbers between areas, and some estimates are considerably higher than others. As the information is based on individual observations rather than a formal stock count, the figures should be treated as indicative only.

Nevertheless, the feedback provides useful confirmation that wild cattle remain an issue in several areas, particularly around Port Hutt, the Port Hutt Triangle, the dunes and sections of the Port Hutt Road. It also supports the observation that areas such as Manauea have benefited from targeted control efforts.

The community feedback further suggests that cattle are often most visible around dawn and dusk, and that large bulls are continuing to move into residential and road areas. This reinforces the need for a coordinated approach to identifying, containing and removing wild cattle before numbers increase further.

Port Hutt Triangle:




Nikau Bush
Conservation Area
WAITANGI WEST
Basalt Columns
Te Roto
Port Hutt

7. Emergency Management

7.1 Future Delivery of Emergency Management Functions

Date of meeting	29 October 2026
Agenda item number	7.1
Author/s	Bob Penter, Joint Chief Executive

Purpose

This paper asks the Committee to endorse a future delivery model for Council's emergency management functions. The recommended model builds practical capability across trained Council staff and secures formal policy, practice and operational support from a suitable mainland New Zealand Emergency Management Committee and its administering authority.

Recommendations

1. **Receives this paper.**
2. **Notes that the Emergency Management Act 2026 has replaced the Civil Defence Emergency Management Act 2002 and that the former Chatham Islands CDEM Group continues as the Chatham Islands Emergency Management Committee.**
3. **Notes that Council, as a unitary authority in effect, retains statutory responsibility and accountability for emergency management in the Chatham Islands regardless of the service delivery arrangements it adopts.**
4. **Agrees that a wholly self-contained service delivery model is not preferred because the work required of an Emergency Management Committee is disproportionate to the scale and resources of Council.**
5. **Agrees not to re-establish a dedicated full-time Emergency Management Manager position at this stage because of its ongoing cost, the pressure it would place on Council resources, and the continuing need for specialist external support and backup.**
6. **Endorses in principle the preferred model of trained Council staff carrying emergency management responsibilities within their existing positions, supported by a formal service agreement with a suitable mainland Emergency Management Committee and its administering authority.**
7. **Requests the Chief Executive, with National Emergency Management Agency (NEMA) support, to seek proposals and negotiate the scope, service levels, cost, governance and review arrangements for mainland support, and to report the recommended agreement to the Committee before the end of the current transition arrangements.**
8. **Notes that two Council staff attended Controller training in Christchurch recently at no cost to Council, as an early step in building local capability and resilience.**
9. **Records its appreciation for the positive relationship with NEMA and the support NEMA is providing during this transition.**

Future Delivery of Emergency Management Functions

Draft decision paper

Committee	Chatham Islands Emergency Management Committee
Author	Bob Penter, Joint Chief Executive
Date	29 October 2026
Status	For Committee consideration
Decision sought	Endorse a preferred delivery model and direct development of a formal mainland support arrangement

Purpose

This paper asks the Committee to endorse a future delivery model for Council's emergency management functions. The recommended model builds practical capability across trained Council staff and secures formal policy, practice and operational support from a suitable mainland New Zealand Emergency Management Committee and its administering authority.

Recommended decision

1. Receives this paper.
2. Notes that the Emergency Management Act 2026 has replaced the Civil Defence Emergency Management Act 2002 and that the former Chatham Islands CDEM Group continues as the Chatham Islands Emergency Management Committee.
3. Notes that Council, as a unitary authority in effect, retains statutory responsibility and accountability for emergency management in the Chatham Islands regardless of the service delivery arrangements it adopts.
4. Agrees that a wholly self-contained service delivery model is not preferred because the work required of an Emergency Management Committee is disproportionate to the scale and resources of Council.
5. Agrees not to re-establish a dedicated full-time Emergency Management Manager position at this stage because of its ongoing cost, the pressure it would place on Council resources, and the continuing need for specialist external support and backup.
6. Endorses in principle the preferred model of trained Council staff carrying emergency management responsibilities within their existing positions, supported by a formal service agreement with a suitable mainland Emergency Management Committee and its administering authority.
7. Requests the Chief Executive, with National Emergency Management Agency (NEMA) support, to seek proposals and negotiate the scope, service levels, cost, governance and review arrangements for mainland support, and to report the recommended agreement to the Committee before the end of the current transition arrangements.
8. Notes that two Council staff attended Controller training in Christchurch recently at no cost to Council, as an early step in building local capability and resilience.
9. Records its appreciation for the positive relationship with NEMA and the support NEMA is providing during this transition.

Summary

The recommended model gives the Chatham Islands a capable local response team without carrying the cost of a standalone emergency management office. Council staff will hold defined roles, receive training, take part in exercises and maintain local relationships. A mainland partner will provide specialist policy and practice support, planning assistance, technical advice, training and additional capacity when required.

The statutory structure and the service delivery model need to be distinguished. The Chatham Islands remains a unitary authority Emergency Management Committee under the Emergency Management Act 2026. The recommendation is that it should not operate as a fully self-contained service. Council will retain governance and accountability while arranging defined support from a mainland partner.

Background

Council is reviewing how emergency management should be delivered as part of the wider transition from existing Environment Canterbury support arrangements. The transition provides an opportunity to establish a model that reflects the Chathams' isolation and risk profile while remaining proportionate to Council's size and financial capacity.

A 2022 independent capability analysis found that the Chatham Islands CDEM Group was too small to function effectively without greater resourcing or support. It recommended a more formal relationship with the Canterbury CDEM Group and identified training, response staffing, welfare support, technical support and administration as areas that could be supported from the mainland. Although the legislation and Council's circumstances have since changed, the report's conclusion about scale and the value of a formal mainland partnership remains relevant.

The preferred model also builds on current progress. Two Council staff are scheduled to attend Controller training in Christchurch next week at no cost to Council. Developing more than one trained person reduces reliance on a single role and starts to build a broader group of staff who can support the Emergency Coordination Centre and maintain Council services during an event.

Statutory responsibilities

The Emergency Management Act 2026 came into force in September 2026 and replaced the Civil Defence Emergency Management Act 2002. CDEM Groups have been renamed Emergency Management Committees. As a unitary authority, Chatham Islands Council must maintain a committee under the Local Government Act 2002 to perform the functions, duties and powers of the Emergency Management Committee.

The Committee's responsibilities include:

- planning and providing for emergency management across risk reduction, readiness, response and recovery;
- identifying, assessing and managing local hazards and risks, including community consultation and public awareness;
- ensuring suitably trained and competent personnel, volunteers and an appropriate organisational structure are available;
- maintaining the material, services, information and other resources required for effective emergency management
- appointing and maintaining a Coordinating Executive Group, a Regional Controller and alternate, and a Regional Recovery Manager and alternate;
- preparing, implementing, monitoring and reviewing the Regional Emergency Management Plan; and
- responding to emergencies and planning for and carrying out recovery activities.

Council may obtain support and delegate appropriate functions, duties and powers as permitted by the Act. It cannot contract away its statutory accountability. Any mainland support arrangement must therefore state clearly what the partner will provide, what remains with Council and the Committee, and how the parties will work together before and during an emergency.

Delivery options

Four practical options have been considered. They can be adjusted over time, but the decision now is the operating model Council should use to complete the transition and build capability.

Option	Advantages	Constraints and risks	Assessment
1 Continue with ad hoc support	Low immediate commitment and flexibility to seek help as issues arise.	No assured service level, unclear ownership, transition gaps and a high risk that policy, planning, training and assurance work is deferred.	**Not recommended**
2 Appoint a full-time Emergency Management Manager	Dedicated local focus, a clear point of contact and capacity to maintain a work programme.	Significant ongoing cost for a small Council, recruitment and retention risk, dependence on one position, and specialist mainland support would still be needed.	**Available but not preferred**

Option	Advantages	Constraints and risks	Assessment
3 Train staff in existing roles and contract formal mainland support	Retains local knowledge and presence, develops several capable staff, improves continuity, and provides access to specialist systems, policy, training and surge capacity at a proportionate cost.	Requires protected staff time, clear role descriptions, a disciplined work programme and a reliable partner agreement.	**Preferred**
4 Contract most delivery to a mainland provider	Provides access to specialist capability and reduces the need to recruit a dedicated local role.	Weaker day-to-day local ownership and community relationships, less immediate on-island capacity, and Council would still retain legal accountability.	**Not preferred as the primary model**

Preferred delivery model

The preferred model combines local ownership with access to a larger emergency management practice. It is intended to build a team rather than replace one former position with another. Emergency management responsibilities would be formally allocated across selected Council positions, supported by training, exercises, documented procedures and protected time in annual work programmes.

Council and local partners	Mainland Emergency Management partner
• Maintain the Committee and Coordinating Executive Group • Retain governance, statutory accountability and funding decisions • Maintain appointed Controllers, Recovery Managers and alternates • Nominate an internal emergency management lead and trained backup staff • Maintain the local Emergency Coordination Centre and operational readiness • Lead local relationships with iwi, imi, emergency services, health, essential infrastructure providers and community organisations • Deliver local public information, community engagement and exercises	• Provide policy, procedure and practice advice • Support the Regional Plan, work programme and annual compliance calendar • Provide or coordinate training, exercises and capability assessment • Review operational procedures and Emergency Coordination Centre readiness • Provide specialist advice across welfare, intelligence, planning, logistics, public information and recovery • Provide remote response support and an agreed route to surge or deployable assistance • Support national liaison and interpretation of NEMA guidance, rules and standards

Internal arrangements

The internal model should identify a lead officer and sufficient trained backups. Emergency management responsibilities should be written into role descriptions and annual work plans, with time allocated for training, planning, exercises and relationship management. The arrangement should avoid concentrating operational knowledge, system access or external contacts in one person.

The Controller training scheduled for two staff next week is a useful first step. Further appointments and training will be required to meet the Act's requirements for a Regional Controller and alternate, a Regional Recovery Manager and alternate, and a capable team for the Emergency Coordination Centre. Appointments should follow confirmation that each person is suitably qualified and experienced for the role.

Mainland support agreement

Council should seek a formal agreement with a suitable mainland Emergency Management Committee and its administering authority. Canterbury is an obvious party to discuss because of the existing relationship, prior support and travel links, but the assessment should remain open to the partner that can provide the best service for the Chathams.

The agreement should define:

- the annual work programme, named services and measurable deliverables;
- the respective responsibilities of the Committee, Council, the partner Committee and the administering authority;
- access to advice, systems, templates, training, exercises and specialist staff;
- response support, including after-hours contact, remote assistance, deployment criteria and arrangements where the partner region is managing its own emergency;
- information management, confidentiality, system access and record ownership;
- fees, travel costs, contract management, reporting and an annual review; and

- a transition plan, commencement date, term, exit arrangements and continuity if key personnel change.

Financial implications

A dedicated full-time manager would create a substantial recurring salary and overhead commitment. It would not remove the need to obtain specialist advice, training or surge support from outside the Chathams. For that reason it is not the preferred use of limited Council resources.

The distributed model uses existing positions and purchases defined external services. It should be materially more cost-effective, although final costs will depend on the scope and service level agreed with the mainland partner. No new contract commitment is sought through this paper. A proposed scope, price and funding source should return to the Committee before an agreement is concluded. The Controller training for two Council staff next week is being provided at no cost to Council.

Key risks and controls

Risk	Proposed control	Residual position
Existing staff lack time for emergency management work	Define responsibilities in position descriptions and annual work plans, allocate protected time, and report progress against an annual programme.	Manageable with active oversight
Mainland support is unavailable during a major event in the partner region	Specify escalation and conflict arrangements, maintain several trained local staff, and retain access to NEMA and national deployable capability.	Cannot be eliminated but can be reduced
Loss of local knowledge or community confidence	Keep operational leadership, engagement and key relationships on-island. Require partner staff to understand the Chathams and visit as agreed.	Low under the preferred model
Statutory tasks or appointments are missed during transition	Use a compliance calendar, complete a formal handover, confirm appointments and delegations, and obtain an annual independent capability review.	Manageable
Over-reliance on one trained officer	Train a cadre of staff, appoint alternates, cross-train Emergency Coordination Centre roles and document procedures and system access.	Reduced as capability grows

Role of NEMA

Council has a positive relationship with the National Emergency Management Agency. NEMA's guidance and practical support are especially valuable while the new legislation is being implemented and Council is changing its delivery arrangements. Continued engagement with NEMA will help Council confirm that its appointments, plan, delegations and support agreement meet current requirements and emerging national standards.

The Committee should formally acknowledge NEMA's assistance during the transition. NEMA support complements, but does not replace, the ongoing policy and practice services proposed from a mainland Emergency Management partner.

Implementation

Stage	Action	Timing
Confirm interim accountability	Identify the internal lead, verify current Controller and Recovery Manager appointments and alternates, and confirm the interim work programme and support contacts.	Immediate
Complete the capability plan	Map staff to Emergency Coordination Centre and statutory roles, identify training needs, and record emergency management duties in role descriptions and annual work plans.	During transition
Engage potential partners	Seek a proposal from Canterbury and, if useful, other suitable mainland Emergency Management partners against a common scope.	During transition
Agree the service model	Assess capability, response availability, fit with the Chathams, cost and governance. Bring the preferred agreement back to the Committee.	Before commitment

Stage	Action	Timing
Transition and test	Complete handover, update procedures and system access, exercise the new arrangements, and report readiness to the Committee before the existing transition support ends.	Before transition ends

Conclusion

The Chatham Islands needs reliable local emergency management capability and access to the depth of expertise available in a larger mainland practice. A full-time manager would absorb significant resources and would still require external backup. The recommended model develops several trained Council staff, preserves local leadership and secures defined mainland support at a more proportionate cost.

The model also gives effect to the central conclusion of the 2022 capability review: the Chatham Islands should not attempt to meet the full workload of an Emergency Management Committee without formal outside support. The next step is to define the required services and bring a costed agreement back to the Committee.

References

- Emergency Management Act 2026
- NEMA role information for Unitary Authority Emergency Management Committees
- Chatham Islands Emergency Management Capability Analysis Report 2022

Public Excluded Agenda

Chatham Islands Council

29 October 2026

Mayor to Move

THAT the public be excluded from the following part of the proceedings of the meeting.

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

Item No.	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution
PE.12.1	Public Excluded minutes 24 September 2026	Good reason to withhold exists under Section 7	Section 48(1)(a)
PE 12.2	Chief Executive Report (Pt 2)	Good reason to withhold exists under Section 7	Section 48(1)(a)

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987, and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudice by holding the whole or relevant part of the proceedings of the meeting in public are as follows.

ITEM NO.	GENERAL SUBJECT OF EACH MATTER TO BE CONSIDERED	SECTION	SUBCLAUSE AND REASON
PE 12.1	Public Excluded minutes 24 September 2026	**7(2)(a)**	**Section 7(2)(a)** – to protect the privacy of natural persons
PE 12.2	Chief Executive Report Pt 2	**7(2)(a)** **7(2)(i)**	**Section 7(2)(a) –** To protect the privacy of natural persons, including that of deceased natural persons. Appropriate where the MOU contains personal employment information. **Section 7(2)(i) –** To enable Council to carry on negotiations without prejudice or disadvantage. Appropriate only if relevant negotiations remain active.

and that appropriate officers remain to provide advice to the Committee.