

**IAF FUNDING AGREEMENT**

**BETWEEN**

**KĀINGA ORA - HOMES AND  
COMMUNITIES**

**AND**

**ROTORUA DISTRICT COUNCIL**

**FOR**

**Central & Western Area  
Development**

**REFERENCE P058**

**Date:** 20/07/2022

## AGREEMENT

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

### Part 1: Key Details

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#### 1. Parties

##### **KĀINGA ORA**

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

##### **RECIPIENT**

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

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#### 2. Background

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

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

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

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

##### **IAF process**

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

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

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

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

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

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

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The Recipient is a territorial authority and will, or will continue to be (as applicable), the owner of the new or upgraded infrastructure delivered pursuant to the Enabling Infrastructure Project(s).

**Housing Development and Housing Outcomes**

**3. Housing Development**

The Recipient must ensure that the Enabling Infrastructure Project(s) will have the capacity and be capable of unlocking and enabling the housing development summarised below and further described in **Schedule 1** (as may be updated, amended or replaced by the parties from time to time pursuant to a Delivery Plan which will be agreed and signed by the parties) (the **Housing Development**):

Name of Housing Development	Central & Western Area Development
Name of Developer(s) (if known)	<p>§7(2)(i)</p> <p>• Kāinga Ora - Homes and Communities (as Developer)</p> <p>§7(2)(i)</p>
Name of Landowner(s) (if known)	<p>• Rotorua District Council</p> <p>§7(2)(i)</p> <p>• Kāinga Ora - Homes and Communities (as Landowner)</p> <p>§7(2)(i)</p>
Location (suburb and city)	Central and Western Rotorua
Territorial Authority region	Rotorua District
Total number of dwellings to be Completed (in aggregate)	3,086 dwellings
Delivery period for dwellings to be Completed	2023 - 2031 for 3,086 dwellings
Brownfield / Greenfield?	Mixed Brownfield / Greenfield

**4. Housing Outcomes and Housing Outcomes Agreement**

The Recipient must ensure that the Housing Development (to be unlocked and enabled by the Enabling Infrastructure Project(s)) will be capable of providing the housing outcomes (**Housing Outcomes**) summarised below and set out in further detail in the Housing Outcomes Agreement(s) entered into contemporaneously with this Agreement and/or if required under this **Item 4** and **Schedule 2**, entered into following the date of this Agreement (**Housing Outcomes Agreement(s)**), as may be updated, amended or replaced from time to time in accordance with **Item 5** below:

Type of Housing Outcome	Summary Description of Housing Outcome
Total number of dwellings to be Completed	3,086 dwellings
Number of dwellings to be Completed over each year	2022 - 0 2023 - 0 2024 - 0 2025 - 177 2026 - 618 2027 - 708 2028 - 613 2029 - 536 2030 - 269 2031 - 165

	2032 - 0 2033 - 0 2034 - 0 2035 onwards - 0
<b>A material number of dwellings to be Completed by December 2029</b>	At least 2,652 dwellings
<b>Other housing outcomes</b>	<ul style="list-style-type: none"> <li>• <b>Typology:</b> The majority of dwellings delivered will generally be of a high density typology, including standalone dwellings with smaller sections and/or terraced dwellings.</li> <li>• <b>Lower-cost dwellings:</b> All the dwellings delivered by Kāinga Ora are expected to be within the First Home Grant price cap for the region in which the Housing Development is located.</li> <li>• <b>Access to amenity and opportunity:</b> The Central area is the main location within Rotorua in short distance to a number of activities resulting in employment opportunities in differing sectors. Shared pathways enables quick access to amenities and jobs. Nine educational facilities support the area. The Western area holds a large cluster of tourism and industrial businesses that serve a large number of jobs as well as significant business activity. Sixteen schools support the area.</li> <li>• <b>Density:</b> The enabling infrastructure in the Proposal will fully enable intensification and density in Rotorua that is aligned to the National Policy Statement on Urban Development (NPS-UD).</li> <li>• <b>Māori / Iwi:</b> The population of Rotorua is 40% Māori, as such it is anticipated that a significant portion of the infill and intensification will be on Māori-owned land.</li> <li>• <b>Environmental:</b> The areas are supported by well-established public transport routes and shared paths.</li> </ul> <p>Housing outcomes relating to typology, affordability and density are to be developed by the parties to the Housing Outcomes Agreement following the date of this Agreement.</p>

To the extent that the Housing Outcomes Agreements in place at any time do not collectively account for the total number of dwellings to be Completed (as specified in the table above in this **Item 4**), then the Recipient will:

- actively promote the Housing Development opportunities to prospective Developers with the intent that all of the Housing Outcomes will be achieved;
- provide Kāinga Ora with updates on such promotional activity in accordance with the reporting requirements in **Item 16** and Schedule 4; and
- procure that one or more Developers will each become a party to a Housing Outcomes Agreement with the Recipient and Kāinga Ora following the date of this Agreement, as set out in **Part A of Schedule 2**, with the intent that all of the Housing Outcomes are achieved.

The Developer(s) will be responsible for funding the construction of the dwellings (referred to in the Housing Outcomes Agreement(s)) directly enabled by the Enabling Infrastructure Project(s).

Kāinga Ora acknowledges that the Recipient is the territorial authority for the area in which the Enabling Infrastructure Project(s) and the Housing Development are to be undertaken, and that in terms of its regulatory functions as a local authority the Recipient must act as an independent local authority and not as a party to this Agreement. Any undertaking of the Recipient acting as a party to this Agreement shall not be construed as a consent or approval of, or bind it in, its regulatory capacity.

5. **Housing Outcomes and Housing Outcomes Agreement(s) updates** Any updates to a Housing Outcomes Agreement(s) during the term of this Agreement will be made pursuant to a HOA Variation Agreement agreed and signed by the parties to the relevant Housing Outcomes Agreement(s). If and to the extent the relevant changes also relate to this Agreement, such changes will also be included in a Delivery Plan which will be agreed and signed by the parties to this Agreement.

**Enabling Infrastructure Project(s)**

6. **Enabling Infrastructure Project(s)** The Recipient must undertake and ensure the delivery of the following new or upgraded infrastructure to unlock and/or accelerate the Housing Development (the **Enabling Infrastructure Project(s)**), on the terms and conditions of this Agreement.

Enabling Infrastructure Project(s)	Description
<b>Flood Management Enabling Infrastructure Project(s)</b>	<p><b>Western stormwater solution including the following projects:</b></p> <ul style="list-style-type: none"> <li>• Pukehangī Stormwater Improvements (Diversion Pipeline Enabling Works and Detention) relating to Pukehangī Plan Change 2, including the following sub-projects:                             <ul style="list-style-type: none"> <li>○ West 03 - 17 Diamond Street, 48 Collie Drive and 130 Homedale Street</li> <li>○ West 04a - Freedom Village and Sunnysdowns Subdivision</li> <li>○ West 04b - 125 Pukehangī Road, 363, 387 and unnumbered parcel Pukehangī Road and 30 Matipo Road</li> </ul> </li> <li>• West 06 - Frank Street and part of Waikite Rugby Club</li> <li>• West 07 - Springfield Golf Course</li> <li>• West 08 - East of Bennetts Road to Utuhina Stream</li> </ul> <p><b>Central stormwater solution including the following projects:</b></p> <ul style="list-style-type: none"> <li>• Cent 03/04 including the following sub projects:                             <ul style="list-style-type: none"> <li>○ Whakataū Street and Glenholme Area</li> <li>○ East of Lynton Street Fenton CM4 area and Victoria Street and surrounds</li> </ul> </li> <li>• Cent 05/06 - Fenton Street RS2 and CM4</li> <li>• Cent 08 - Recycling Centre</li> <li>• Cent 09 – Rotorua Race Course</li> </ul>
<b>Three Waters Enabling Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• Rotorua Wasterwater Treatment Plant</li> <li>• Pukehangī Development Area Waste Water</li> <li>• Wider Western Area Waste Water Expansion</li> <li>• Eastern Reservoir Expansion (Services Rotorua Urban Area)</li> <li>• Water Servicing Pukehangī Road Development</li> </ul>
<b>Transport Enabling Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• Malfroy / Old Taupo Roding Upgrade</li> <li>• Transport Growth Projects – Minor Improvements &amp; Cycleways</li> </ul>

Table 6.1

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

IAF Funded Enabling Infrastructure Project(s)	Description
<b>Flood Management IAF Funded Enabling Infrastructure Project(s)</b>	<b>Western stormwater solution including the following projects:</b>

	<ul style="list-style-type: none"> <li>• Pukehangi Stormwater Improvements (Diversion Pipeline Enabling Works and Detention) relating to Pukehangi Plan Change 2, including the following sub-projects:             <ul style="list-style-type: none"> <li>○ West 03 - 17 Diamond Street, 48 Collie Drive and 130 Homedale Street</li> <li>○ West 04a - Freedom Village and Sunnydowns Subdivision</li> <li>○ West 04b - 125 Pukehangi Road, 363, 387 and unnumbered parcel Pukehangi Road and 30 Matipo Road</li> </ul> </li> <li>• West 06 - Frank Street and part of Waikite Rugby Club</li> <li>• West 07 - Springfield Golf Course</li> <li>• West 08 - East of Bennetts Road to Utuhina Stream</li> <li>• <b>Central stormwater solution including the following projects:</b> <ul style="list-style-type: none"> <li>• Cent 03/04 including the following sub projects:                 <ul style="list-style-type: none"> <li>○ Whakatau Street and Glenholme Area</li> <li>○ Cent 04 - East of Lynton Street Fenton CM4 area and Victoria Street and surrounds</li> </ul> </li> <li>• Cent 05/06 - Fenton Street RS2 and CM4</li> <li>• Cent 08 - Recycling Centre</li> <li>• Cent 09 – Rotorua Race Course</li> </ul> </li> </ul>
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Table 6.2

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

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

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

**7. Enabling Infrastructure Project(s) Milestones**

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

	IAF Funded Enabling Infrastructure Project(s) Milestone Heading	Completion Date	Summary Description of Key IAF Funded Enabling Infrastructure Project(s) Milestone
<b>Flood Management IAF Funded Enabling Infrastructure Project - Pukehangi Stormwater Improvement (West 03, West 04a and West 04b) - Diversion Pipeline Enabling Works</b>			
1.	<b>Practical Completion</b>	6 October 2023	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.
<b>Flood Management IAF Funded Enabling Infrastructure Project - Pukehangi Stormwater Improvements (West 03, West 04a and West 04b) – Detention</b>			
2.	<b>Stage 1 (Early)</b>	5 January 2024	Feasibility work of concept solution completed
3.	<b>Stage 2 (Pre-Implementation)</b>	3 January 2025	<ul style="list-style-type: none"> <li>• Detailed design 100% complete</li> <li>• All required consents issued</li> </ul>
4.	<b>Stage 3 (Implementation)</b>	2 February 2026	<ul style="list-style-type: none"> <li>• To be confirmed via agreed Delivery Plan</li> <li>• Tender awarded</li> <li>• Construction works complete to 33% of contract price</li> </ul>

		2 October 2026	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Construction works complete to 67% of contract price</li> </ul>
5.	<b>Practical Completion - Detention</b>	1 July 2027	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.
<b>Flood Management IAF Funded Enabling Infrastructure Project – West 06</b>			
6.	<b>Stage 1 (Early)</b>	20 December 2024	Feasibility work of concept solution completed
7.	<b>Stage 2 (Pre-Implementation)</b>	27 February 2026	<ul style="list-style-type: none"> <li>Detailed design 100% complete</li> <li>All required consents issued</li> </ul>
8.	<b>Stage 3 (Implementation)</b>	24 October 2026	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Tender awarded</li> <li>Construction works complete to 33% of contract price</li> </ul>
		24 April 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Construction works complete to 67% of contract price</li> </ul>
9.	<b>Practical Completion</b>	24 December 2027	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.
<b>Flood Management IAF Funded Enabling Infrastructure Project – West 07</b>			
10.	<b>Stage 1 (Early)</b>	20 December 2024	Feasibility work of concept solution completed
11.	<b>Stage 2 (Pre-Implementation)</b>	27 February 2026	<ul style="list-style-type: none"> <li>Detailed design 100% complete</li> <li>All required consents issued</li> </ul>
12.	<b>Stage 3 (Implementation)</b>	24 October 2026	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Tender awarded</li> <li>Construction works complete to 33% of contract price</li> </ul>
		24 April 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Construction works complete to 67% of contract price</li> </ul>
13.	<b>Practical Completion</b>	24 December 2027	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.
<b>Flood Management IAF Funded Enabling Infrastructure Project – West 08</b>			
14.	<b>Stage 1 (Early)</b>	20 December 2024	Feasibility work of concept solution completed
15.	<b>Stage 2 (Pre-Implementation)</b>	27 February 2026	<ul style="list-style-type: none"> <li>Detailed design 100% complete</li> <li>All required consents issued</li> </ul>
16.	<b>Stage 3 (Implementation)</b>	24 October 2026	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Tender awarded</li> <li>Construction works complete to 33% of contract price</li> </ul>
		24 April 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Construction works complete to 67% of contract price</li> </ul>
17.	<b>Practical Completion</b>	24 December 2027	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.
<b>Flood Management IAF Funded Enabling Infrastructure Project – Cent 03/04</b>			

18.	Stage 1 (Early)	30 January 2026	Feasibility work of concept solution completed
19.	Stage 2 (Pre-Implementation)	19 February 2027	<ul style="list-style-type: none"> <li>Detailed design 100% complete</li> <li>All required consents issued</li> </ul>
20.	Stage 3 (Implementation)	16 June 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Tender awarded</li> <li>Construction works complete to 33% of contract price</li> </ul>
		16 December 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Construction works complete to 67% of contract price</li> </ul>
21.	Practical Completion	16 June 2028	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.
<b>Flood Management IAF Funded Enabling Infrastructure Project – Cent 05/06</b>			
22.	Stage 1 (Early)	30 January 2026	Feasibility work of concept solution completed
23.	Stage 2 (Pre-Implementation)	19 February 2027	<ul style="list-style-type: none"> <li>Detailed design 100% complete</li> <li>All required consents issued</li> </ul>
24.	Stage 3 (Implementation)	16 June 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Tender awarded</li> <li>Construction works complete to 33% of contract price</li> </ul>
		16 December 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Construction works complete to 67% of contract price</li> </ul>
25.	Practical Completion	16 June 2028	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.
<b>Flood Management IAF Funded Enabling Infrastructure Project – Cent 08</b>			
26.	Stage 1 (Early)	30 January 2026	Feasibility work of concept solution completed
27.	Stage 2 (Pre-Implementation)	19 February 2027	<ul style="list-style-type: none"> <li>Detailed design 100% complete</li> <li>All required consents issued</li> </ul>
28.	Stage 3 (Implementation)	16 June 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Tender awarded</li> <li>Construction works complete to 33% of contract price</li> </ul>
		16 December 2027	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Construction works complete to 67% of contract price</li> </ul>
29.	Practical Completion	16 June 2028	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.
<b>Flood Management IAF Funded Enabling Infrastructure Project – Cent 09</b>			
30.	Stage 1 (Early)	18 December 2026	Feasibility work of concept solution completed
31.	Stage 2 (Pre-Implementation)	11 May 2027	<ul style="list-style-type: none"> <li>Detailed design 100% complete</li> <li>All required consents issued</li> </ul>
32.	Stage 3 (Implementation)	2 December 2028	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Tender awarded</li> </ul>



			<ul style="list-style-type: none"> <li>Construction works complete to 33% of contract price</li> </ul>
		15 June 2028	<ul style="list-style-type: none"> <li>To be confirmed via agreed Delivery Plan</li> <li>Construction works complete to 67% of contract price</li> </ul>
33.	<b>Practical Completion</b>	15 December 2028	Practical Completion has been achieved such that it is completed to the design parameters and is ready for use and/or operations.

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

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

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

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

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

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

Agreement and signing of each Delivery Plan at the relevant Enabling Infrastructure Project(s) Milestone identified below will be a condition to payment for the relevant Enabling Infrastructure Project(s) Milestone:

	Enabling Infrastructure Project(s)	Completion Date	Relevant Enabling Infrastructure Project(s) Milestone Heading
1.	Flood Management IAF Funded Enabling Infrastructure Project - Pukehangi Stormwater Improvements (West 03, West 04a and West 04b) – Detention	3 January 2025	Stage 2 (Pre-Implementation)
2.	Flood Management IAF Funded Enabling Infrastructure Project – West 06	27 February 2026	Stage 2 (Pre-Implementation)
3.	Flood Management IAF Funded Enabling Infrastructure Project – West 07	27 February 2026	Stage 2 (Pre-Implementation)
4.	Flood Management IAF Funded Enabling Infrastructure Project – West 08	27 February 2026	Stage 2 (Pre-Implementation)
5.	Flood Management IAF Funded Enabling Infrastructure Project – Cent 03/04	19 February 2027	Stage 2 (Pre-Implementation)
6.	Flood Management IAF Funded Enabling Infrastructure Project – Cent 05/06	19 February 2027	Stage 2 (Pre-Implementation)

7.	Flood Management IAF Funded Enabling Infrastructure Project – Cent 08	19 February 2027	Stage 2 (Pre-Implementation)
8.	Flood Management IAF Funded Enabling Infrastructure Project – Cent 09	11 May 2027	Stage 2 (Pre-Implementation)
9.	Three Waters Enabling Infrastructure Project - Rotorua Waste Water Treatment Plant	30 June 2023	Stage 1 (Early)
10.	Three Waters Enabling Infrastructure Project - Pukehangi Development Area Waste Water	30 June 2028	Stage 1 (Early)
11.	Three Waters Enabling Infrastructure Project - Wider Western Area Waste Water Expansion	30 June 2026	Stage 1 (Early)
12.	Three Waters Enabling Infrastructure Project - Eastern Reservoir Expansion (Services Rotorua Urban Area)	30 June 2024	Stage 1 (Early)
13.	Three Waters Enabling Infrastructure Project - Water Servicing Pukehangi Road Development	30 June 2025	Stage 1 (Early)
14.	Transport Enabling Infrastructure Project - Malfroy / Old Taupo Roding Upgrade	30 June 2025	Stage 1 (Early)
15.	Transport Enabling Infrastructure Project - Transport Growth Projects – Minor Improvements & Cycleways	30 June 2023	Stage 1 (Early)

The Recipient agrees to promptly engage with Kāinga Ora to agree and sign each required Delivery Plan by the relevant Completion Date.

### Funding for Enabling Infrastructure Project(s)

#### 9. Funding sources for Enabling Infrastructure Project(s)

The funding sources for the IAF Funded Enabling Infrastructure Project(s), based on the Estimated Total Cost of such IAF Funded Enabling Infrastructure Project(s), are summarised in the table below and are set out in further detail in **Items 10 - 15** below):

	Source of Funding	Referred to in this Agreement as	Who bears the ultimate cost	Amount	Cross reference
1.	Territorial Authority (not recovered from the Developer(s) and/or Landowner(s))	Territorial Authority Funding	The Recipient	\$17,621,000 plus GST (if any) as at the date of this Agreement	Refer to <b>Item 14</b> below
2.	Territorial Authority (to be recovered from Developer(s) and/or Landowners(s) via development contributions or an agreed development agreement or financial contributions) (if any)	Specified Developer(s)/Landowner(s) Funding	The Developer(s) and/or Landowner(s)	\$12,778,000 plus GST (if any) as at the date of this Agreement	Refer to <b>Item 13</b> below
3.	Kāinga Ora (see row 5 below) to be recovered from Developer(s)/Landowner(s) by way of the Contribution Mechanism Funding)	Contribution Mechanism Funding	The Developer(s) and Landowner(s)	\$0 plus GST (if any) as at the date of this Agreement	Refer to <b>Item 13</b> below

4.	Other targeted central Government funding sources (including Waka Kotahi, CIP and DIA Three Waters)	Other Funding	Crown Infrastructure Partners - \$7,393,000 plus GST (if any)	\$7,393,000 plus GST (if any) as at the date of this Agreement	Refer to <b>Item 15</b> below
5.	Kāinga Ora (paid as Gross IAF Funding)	Gross IAF Funding	The New Zealand Government	A maximum amount of \$84,599,000 plus GST (if any) plus an amount equal to the Contribution Mechanism Funding (if any)	As further described in <b>Item 10</b> below

Table 9.1

The Estimated Total Cost of the IAF Funded Enabling Infrastructure Project(s) is \$122,391,000 plus GST (if any).

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

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

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

	Source of Funding	Who bears the ultimate cost	Amount
1.	Territorial Authority (not recovered from the Developer(s) and/or Landowner(s))	The Recipient	\$55,666,000 plus GST (if any) as at the date of this Agreement
2.	Territorial Authority (to be recovered from Developer(s) and/or Landowners(s) via development contributions or an agreed development agreement or financial contributions) (if any)	The Developer(s) and/or Landowner(s)	\$12,018,000 plus GST (if any) as at the date of this Agreement
3.	Other funding sources	Waka Kotahi	\$11,460,000 plus GST (if any) as at the date of this Agreement

Table 9.2

## 10. IAF Funding

The total gross amount of IAF Funding available to be paid by Kāinga Ora under and on the terms of this Agreement is up to \$84,599,000 plus GST (if any) plus an amount equal to the Contribution Mechanism Funding (if any). This is the **Gross Maximum Amount Payable**.

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

IAF Funded Enabling Infrastructure Project(s)	EIP Gross Maximum Amount Payable
Flood Management IAF Funded Enabling Infrastructure Project(s)	\$84,599,000 plus GST (if any)

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

In this Agreement:

- where IAF Funding is to be paid by Kāinga Ora under this Agreement, it may be paid directly by Kāinga Ora or its nominee (at Kāinga Ora’s sole discretion); and
- references to “IAF Funding” and “Gross IAF Funding” are to be interpreted by reference to the Gross Maximum Amount Payable or EIP Gross Maximum Amount Payable (as the context requires), unless the context requires otherwise or there is a specific reference to the net amount of IAF Funding or Net Maximum Amount Payable.

As at the date of this Agreement, the expected annual payment profile (for each financial year) of IAF Funding is as follows:

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031 onward
Amount (\$)	\$0	\$0	\$3,615,000	\$2,233,725	\$6,898,515	\$33,032,292	\$37,944,078	\$875,390	\$0	\$0

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

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

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

## 11. Development Confirmations

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

- **Enabling Infrastructure Project(s):** in respect of each component of the IAF Funded Enabling Infrastructure Project(s), such IAF Funded Enabling Infrastructure Project(s), and the Recipient’s Territorial Authority Funding are explicitly included in its Long Term Plan as part of a key project/programme or otherwise, and the Funding Balance can be funded within a planned capital budget within its current Long Term Plan;
- **Recipient ineligible infrastructure:** it is responsible, and has access to funding, for the design, consenting, delivery and provision of ineligible infrastructure in relation to the Housing Development which is not Developer(s)/Landowner(s) Local Infrastructure, such as social infrastructure (e.g., libraries, parks and recreation facilities); and
- **Enabling Infrastructure Project Milestones Completion Dates:** the Enabling Infrastructure Project Milestones Completion Dates in **Schedule 2** (including as updated in accordance with **Item 8**) are consistent with the milestone completion dates applicable to the Housing Development (as set out in the Housing Outcomes Agreement(s)) so as to enable the Developer to deliver the total number of dwellings

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to be Completed (and in the years contemplated) as set out in the Housing Outcomes Agreement,

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

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

The Recipient acknowledges and commits to the co-funding principles of the IAF referred to below, so as to ensure that Developer(s)/Landowner(s) are paying their Fair Share (as defined below) of the costs of the Enabling Infrastructure Project(s) and that Long Term Plan funding is not displaced by IAF Funding.

The co-funding principles of the IAF are that:

- (a) where possible, Developer(s)/Landowner(s) should be paying a similar share of the costs of the Enabling Infrastructure Project(s) as would be the case if the Enabling Infrastructure Project(s) were funded by traditional means through the Recipient (but recognising the Recipient's ability to recover costs of the Enabling Infrastructure Project(s) from Developer(s)/Landowner(s) is subject to the requirements of the Local Government Act 2002 and applicable law). This is generally the reasonable "growth" portion of the total cost of the Enabling Infrastructure Project(s) (the **Fair Share**); and
- (b) territorial authorities should not use IAF Funding to displace Long Term Plan funding and should be co-investing in the Enabling Infrastructure Project(s),

(together, the **Co-Funding Principles**).

The Recipient agrees that, under the Co-Funding Principles (but without limiting the above paragraph), Developer(s)/Landowner(s) should not pay any less of the share of the costs of the Enabling Infrastructure Project(s) than the amount they would otherwise pay if IAF Funding was not being provided to the Recipient to be applied to the Costs of the Enabling Infrastructure Project(s) under this Agreement (but recognising the Recipient's ability to recover costs from Developer(s)/Landowners(s) is subject to the requirements of the Local Government Act 2002 and applicable law). In some cases, the Developer(s)/Landowner(s) contribution to the share of the costs of the Enabling Infrastructure Project(s) can be non-financial (eg. land or commitments to affordable housing), but any such contribution should be similar in value to the financial contribution that would otherwise have been paid.

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**13. Developer(s)/Landowner(s) Funding**

The Developer(s)/Landowner(s) funding in aggregate is the Developer(s)/Landowner(s) Fair Share of the aggregate costs of the IAF Funded Enabling Infrastructure Project(s), and comprises Specified Developer(s)/Landowner(s) Funding and Contribution Mechanism Funding (if any) (both as defined below) (the **Developer(s)/Landowner(s) Funding**).

The specified Developer(s)/Landowner(s) Funding is the amount of the Developer(s)/Landowner(s) Funding that is to be recovered by the Recipient from the Developer(s)/Landowner(s) (the **Specified Developer(s)/Landowner(s) Funding**).

The contribution mechanism funding is any amount of the Developer(s)/Landowner(s) Funding that will be recovered by the Recipient from the Developer(s) and Landowner(s) and paid to Kāinga Ora (the **Contribution Mechanism Funding**).

The Recipient confirms that the amount of Specified Developer(s)/Landowner(s) Funding is determined and agreed as at the date of this Agreement, and is consistent with, and satisfies, the Co-Funding Principles.

The Recipient must procure the Specified Developer(s)/Landowner(s) Funding of \$12,778,000 plus GST (if any) to be applied to Costs as progress payments in accordance with **Part A of Schedule 2**.

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The parties agree there is no Contribution Mechanism Funding under this Agreement and that the amount of the Contribution Mechanism Funding for the purposes of this Agreement is \$0.00.

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**14. Territorial Authority Funding, Known Co-Funding and Funding Balance**

Except in relation to IAF Funding paid under this Agreement for the IAF Funded Enabling Infrastructure Project(s), the Recipient is required to fund (and/or source funding for) all other Costs required to complete the Enabling Infrastructure Project(s) (including, for the avoidance of doubt, sourcing the funding amounts from the funding sources set out in Table 9.1 and Table 9.2 of Item 9).

The Territorial Authority Funding and Specified Developer(s)/Landowner(s) Funding are together known as the **Known Co-Funding**.

The Recipient must apply the Territorial Authority Funding of \$17,621,000 plus GST (if any), to the Costs of the IAF Funded Enabling Infrastructure Project(s) in instalments in accordance with **Part A of Schedule 2** and must ensure this is committed or will be available in accordance with the relevant Development Confirmations.

If and to the extent the net amount of IAF Funding paid under this Agreement (including any Contribution Mechanism Funding), the Known Co-Funding and any Other Funding received by the Recipient is insufficient to pay all the actual Costs to complete the IAF Funded Enabling Infrastructure Project(s) in accordance with clause 3.4 of **Part 2** (General Terms), the Recipient must meet, as required from time to time, all Cost overruns or funding shortfalls to achieve Practical Completion of each IAF Funded Enabling Infrastructure Project (the **Funding Balance**). The Recipient is solely responsible for funding the Funding Balance and the Recipient acknowledges that Kāinga Ora has no obligations or responsibilities whatsoever in respect of Cost overruns or funding shortfalls. The Recipient is solely responsible for funding (and/or sourcing funding) all Costs required to achieve Practical Completion of all other Enabling Infrastructure Project(s), and the Recipient acknowledges that Kāinga Ora has no obligations or responsibilities whatsoever in respect of funding the Costs of all other Enabling Infrastructure Project(s).

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**15. Other Funding**

The Recipient must procure the expected Other Funding of \$7,393,000 plus GST (if any), and must ensure this is committed as at signing of this Agreement and remains committed during the duration of the Enabling Infrastructure Project(s).

Other Funding must be applied by the Recipient to the Costs of the IAF Funded Enabling Infrastructure Project(s) in instalments in accordance with **Part A of Schedule 2**.

If and to the extent there is any other Crown funding (in addition to the Other Funding) secured by the Recipient for any IAF Funded Enabling Infrastructure Project(s) following the date of this Agreement, the Recipient must apply this to the Costs of such Enabling Infrastructure Project(s).

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**General**

**16. Reporting**

**General reporting**

The Recipient must provide Kāinga Ora with:

- monthly reports by the 10<sup>th</sup> Business Day following the end of each month (excluding December);
  - quarterly reports by the 10<sup>th</sup> Business Day following the end of each December, March, June and September prior to the End Date; and
  - the total dwellings enabled report as soon as practicable (but in any event, within 10
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Business Days) following completion of all of the Enabling Infrastructure Project(s).

Each **monthly report, quarterly report** and the **total dwellings enabled report** will be based on a standard form and must include the information set out in **Schedule 4**.

***Housing Outcomes reporting***

The Recipient must provide Kāinga Ora with the Housing Outcomes reports required to be provided by each of the Developer(s) and the Recipient as set out in the Housing Outcomes Agreement(s) (and in accordance with the requirements set out in the Housing Outcomes Agreement(s)).

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**17. Head Contractors** Each Head Contractor for:

- the main contract works for each Enabling Infrastructure Project; and
- any other material component of the contract works for each Enabling Infrastructure Project,

must be approved by Kāinga Ora in its reasonable discretion as required in **Part B of Schedule 2**. Such Head Contractor(s) must be procured in accordance with clause 3.5(e) of **Part 2 (General Terms)** (except as otherwise approved by Kāinga Ora (acting reasonably)).

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**18. Special Terms**

Subject to the Recipient being solely responsible for funding (and/or sourcing funding) all Costs required to achieve Practical Completion of all Enabling Infrastructure Project(s), including in respect of any Cost overruns or funding shortfalls, as set out in **Item 14** above and the terms and conditions of this Agreement, Kāinga Ora and the Recipient acknowledge that:

- the sources of funding for the Enabling Infrastructure Project(s) in practice may vary from the sources of funding set out in **Item 9** above;
- development contributions are collected by the Recipient on a per household equivalent basis and, as such, the Specified Developer(s)/Landowner(s) Funding specified in **Item 9** and **Item 13** above sets out the expected Specified Developer(s)/Landowner(s) Funding as at the date of this Agreement and this amount may vary in practice (but will satisfy the Co-Funding Principles); and
- the Waka Kotahi other funding amount specified in **Table 9.2 in Item 9** above is an estimated amount based on the current three-year agreement between the Recipient and Waka Kotahi and this amount may vary in practice,

provided that in each case any such variations must be notified in writing to Kāinga Ora in advance.

The Recipient agrees to work collaboratively together with the Developer(s) and Landowner(s) to facilitate the delivery of Housing Outcomes throughout the term of this Agreement. This may include working collaboratively together in a manner whereby the Recipient, and the delivery of the Enabling Infrastructure Project(s), is responsive to the forecasted delivery of the Housing Outcomes by the relevant Developer(s) (provided that, for the avoidance of doubt, the Recipient acknowledges that any changes to the Enabling Infrastructure Project(s), the Enabling Infrastructure Project(s) Milestones and/or this Agreement may only be made as agreed between the parties from time to time pursuant to a Delivery Plan under and in accordance with this Agreement).

**19. Contents**

The contents of this Agreement are set out below:

<b>Part 1</b>	Key Details	<b>Schedule 1</b>	Housing Development(s) and Enabling Infrastructure Project(s)
<b>Part 2</b>	General Terms	<b>Schedule 2</b>	Enabling Infrastructure Project(s) Milestones
<b>Part 3</b>	Definitions and Interpretation	<b>Schedule 3</b>	Payment Request
		<b>Schedule 4</b>	Reporting

**20. Contact Person**

Kāinga Ora’s Contact Person:

Name: Shelley Lye

s7(2)(a)

Recipient’s Contact Person:

Name: Stavros Michael

Email: Stavros.Michael@rotorualc.nz

**21. Address for Notices**

To Kāinga Ora – Homes and Communities

7 Waterloo Quay, Pipitea, Wellington

Attention: IAF Project Team

s7(2)(a)

To the Recipient: Stavros Michael

1061 Haupapa Street, Rotorua 3010

Attention: Stavros Michael

Email: Stavros.Michael@rotorualc.nz



**SIGNED** for and on behalf of

Type text here

**KĀINGA ORA – HOMES AND COMMUNITIES**

by the person named below, being the person  
duly authorised to enter into obligations on  
behalf of Kāinga Ora – Homes and Communities,  
acting on behalf of the Crown:



Name: Gareth Stiven

Position: General Manager, Strategy Finance and Policy

Date: 20/07/2022

**SIGNED** for and on behalf of **ROTORUA DISTRICT COUNCIL** by the persons named below, being the person duly authorised to enter into obligations on behalf of Rotorua District Council:



Name: Geoff Williams

Position: Chief Executive

Date: 14/7/22

**END OF PART 1**

## PART 2: GENERAL TERMS

### 1. FUNDING

#### Payment Milestones

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

- (a) more than the Maximum Gross IAF Funding Payment Milestone amount in **Part A of Schedule 2** for that IAF Funded Enabling Infrastructure Project(s) Milestone, Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that such excess costs may be carried forward to be claimed against the next IAF Funded Enabling Infrastructure Project(s) Milestone for that IAF Funded Enabling Infrastructure Project (subject always to the Maximum Gross IAF Funding Payment amount relating to that next IAF Funded Enabling Infrastructure Project(s) Milestone); or
- (b) less than the Maximum Gross IAF Funding Payment Milestone amount for that IAF Funded Enabling Infrastructure Project(s) Milestone:
  - i. Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that the amount of IAF Funding payable by Kāinga Ora towards Eligible Costs in respect of the next IAF Funded Enabling Infrastructure Project(s) Milestone for that IAF Funded Enabling Infrastructure Project may be increased by the amount of the difference and the Maximum Gross IAF Funding Payment Milestone amount for that IAF Funded Enabling Infrastructure Project(s) Milestone will be increased accordingly (provided that in each case above, the total gross amount of IAF Funding for each IAF Funded Enabling Infrastructure Project is in no circumstances to exceed the EIP Gross Maximum Amount Payable for that IAF Funded Enabling Infrastructure Project); and/or
  - ii. Kāinga Ora and the Recipient may from time to time agree (such agreement not to be unreasonably withheld by Kāinga Ora) that any IAF Funded Enabling Infrastructure Project(s) Milestone for any other IAF Funded Enabling Infrastructure Project(s) may be increased by the amount of the difference and the Maximum Gross IAF Funding Payment Milestone amount for that other IAF Funded Enabling Infrastructure Project(s) Milestone will be increased accordingly provided that before providing its agreement, Kāinga Ora must be satisfied that the requirements of clause 1.2 of this Part 2 (General Terms) are met (provided that in no circumstances will the total gross amount of IAF Funding for all IAF Funded Enabling Infrastructure Project(s) exceed the Gross Maximum Amount Payable).

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

- (a) the Recipient's Eligible Costs for completion of the relevant other IAF Funded Enabling Infrastructure Project(s) Milestone for the other IAF Funded Enabling Infrastructure Project(s) are more than the Maximum Gross IAF Funding Payment Milestone amount for that other IAF Funded Enabling Infrastructure Project(s) Milestone, and this is not as a result of a change in project scope; and
- (b) Kāinga Ora is satisfied that, in respect of both the IAF Funded Enabling Infrastructure Project(s) referred to in clause 1.1 above and the other IAF Funded Enabling Infrastructure Project(s) referred to in clause 1.1(b)(ii) above, the project scope has not changed; and
- (c) Kāinga Ora is satisfied that the "amount of the difference" referred to in clause 1.1(b)(ii) above is not as a result of a change in project scope and is instead a result of genuine cost savings.

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

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

- (a) if any of the requirements in **Item 10 of Part 1 (Key Details)** are not satisfied;
- (b) if any condition set out in **Item 18 of Part 1 (Key Details)** is not satisfied;
- (c) while there are one or more Termination Event(s) subsisting;
- (d) if this Agreement has expired or been terminated; and/or
- (e) if IAF Funding has been suspended under clause 1.6.

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

#### IAF Funding suspension

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

- (a) the Recipient fails to pay an amount equivalent to any Contribution Mechanism Funding recovered from Developer(s) and Landowner(s) to Kāinga Ora as required under **Item 13 of Part 1 (Key Details)** (if applicable);
- (b) the Recipient has failed to meet an Enabling Infrastructure Project(s) Milestone for any Enabling Infrastructure Project by the applicable Completion Date set out in **Part A or Part C of Schedule 2** (as may be amended in accordance with clause 3.26 or as may be updated from time to time if required under **Item 8 of Part 1 (Key Details)**) and such failure has not been remedied within a period which Kāinga Ora believes is reasonable;
- (c) the Cost to Complete Test is not met, or in Kāinga Ora's reasonable opinion, is unlikely to be met, in respect of any Enabling Infrastructure Project; and/or

## IAF Funding Agreement – Kāinga Ora – Homes and Communities

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

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

### 2. KNOWN CO-FUNDING AND NOTIFICATIONS

2.1. The Recipient must:

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

### 3. RECIPIENT'S RESPONSIBILITIES

#### The Project

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

3.4. The Recipient undertakes to:

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

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

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

#### Construction Contracts

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

- (a) not, except with the prior written consent of Kāinga Ora:

- i. accept any early termination of, or exercise any right to rescind, cancel or terminate, the Construction Contract;
  - ii. do or omit to do any act or thing which would entitle the counterparty to either terminate or regard the Construction Contract as terminated;
  - iii. waive or agree to waive any provisions of the Construction Contract;
  - iv. subject to clause 3.1, make or agree to make any material variation to the Construction Contract, where **material variation** means any variation which on its own or together with any other variation or variations results in, or is likely to result in the Budget (taking into account all variations) being exceeded or an Enabling Infrastructure Project being materially delayed, or any variation that amends the scope, specifications or function of an Enabling Infrastructure Project; or
  - v. dismiss or change a party to the Construction Contract; and
- (b) take such action and institute and maintain all such proceedings as may be necessary or expedient to preserve or protect the interests of the Recipient in or under the Construction Contract.

3.7. The Recipient must:

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

**Review meetings**

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

- (a) progress on delivery of each Enabling Infrastructure Project and Enabling Infrastructure Project(s) Milestone, including all matters contained in the most recent monthly and quarterly reports, and progress on the Housing Development;
- (b) any material risks and/or issues arising or expected to arise in relation to each Enabling Infrastructure Project or any of the Enabling Infrastructure Project(s) Milestones and/or the Housing Development, the Costs or the performance of this Agreement, including detail of any issues notified to Kāinga Ora in accordance with clause 2.1(b), clause 2.1(c) or clause 3.16(b) of **Part 2** (General Terms);

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

**Remediation Plan**

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

- (a) there is any material risk and/or issue arising or expected to arise in relation to any Enabling Infrastructure Project or any Enabling Infrastructure Project(s) Milestones and/or the Housing Development, the Costs or the performance of this Agreement, including any issues notified to Kāinga Ora in accordance with clause 2.1(b), clause 2.1(c) or clause 3.16(b) of **Part 2** (General Terms); or
- (b) the Recipient has not complied with an obligation under this Agreement,

then Kāinga Ora may at its sole discretion require the Recipient to prepare a remediation plan setting out the actions that the Recipient will take to respond to and address the relevant risk, issue or non-compliance, and timeframes for those actions (**Remediation Plan**).

- 3.10. The Recipient must provide Kāinga Ora with a draft Remediation Plan within such period as notified by Kāinga Ora (which period may not be shorter than 10 Business Days from the date on which the Remediation Plan was requested) and must meet with Kāinga Ora to discuss and agree the Remediation Plan.
- 3.11. If the Recipient and Kāinga Ora are not able to agree the Remediation Plan within 15 Business Days of receipt by Kāinga Ora of the draft Remediation Plan, then Kāinga Ora may (acting reasonably and having regard to any matters raised by the Recipient) determine the content of the Remediation Plan and provide that Remediation Plan to the Recipient.
- 3.12. The Recipient must comply with the terms of any Remediation Plan agreed with, or determined by, Kāinga Ora.

**Kāinga Ora advisor**

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

- (a) the Kāinga Ora Advisor will report to Kāinga Ora monthly (or at such other intervals as Kāinga Ora may require) on each Enabling Infrastructure Project, Enabling Infrastructure Project(s) Milestone, the Housing Development, the Costs, any risks or issues, and compliance by the Recipient with the Remediation Plan;
- (b) the Recipient will do everything reasonably within its power to cooperate with the Kāinga Ora Advisor and will (subject to the Recipient being satisfied that the Kāinga Ora Advisor is subject to an appropriate confidentiality agreement in favour of the Recipient but having regard to, and without limiting, the reporting obligations to Kāinga Ora set out

above) provide to the Kāinga Ora Advisor its full cooperation, including (but not limited to):

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

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

#### Reporting and information

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

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

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

#### Insurance

- 3.20. The Recipient must, in accordance with Best Industry Practice in respect of any construction activities and infrastructure assets, effect and maintain insurance that is adequate to cover loss or damage relating to the construction works and Enabling

Infrastructure Project(s) infrastructure assets. The Recipient will, on request, provide Kāinga Ora with evidence of its insurance cover required under this clause.

- 3.21. The Recipient must promptly pay when due all premiums and other amounts and do all other things necessary to maintain the insurances, and not do anything or permit anything to be done, or not done, which would prejudice any of the insurances required by this Agreement or any claims thereunder.
- 3.22. The Recipient must apply all claim proceeds to the extent that the proceeds are in respect of the Enabling Infrastructure Project(s) (including while it is under construction) at all times to reinstate the relevant asset, unless otherwise approved by Kāinga Ora.

#### Health and Safety and Conflicts of Interest

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

#### Project assets

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

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

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

#### 4. PROJECT GOVERNANCE

- 4.1. The Recipient will:

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

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

## 5. TERM AND TERMINATION

### Commencement Date

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

### Termination

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

(except for the IAF Funded Enabling Infrastructure Project(s));

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

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

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

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

refund, under this clause 5.4(e), any amount that exceeds the total net amount of IAF Funding.

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

#### Survival

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

#### 6. WARRANTIES

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

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

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

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

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

#### 7. LIABILITY

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

#### 8. CONFIDENTIALITY

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

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

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

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

- 8.3. The Recipient acknowledges that:

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

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

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

#### 9. MEDIA AND COMMUNICATIONS

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



## IAF Funding Agreement – Kāinga Ora – Homes and Communities

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

## IAF Funding Agreement – Kāinga Ora – Homes and Communities

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

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

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

**END OF PART 2**

### PART 3: DEFINITIONS AND INTERPRETATION

#### A. Definitions

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

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

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

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

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

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

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

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

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

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

but excludes any information which the Holder can show:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## IAF Funding Agreement – Kāinga Ora – Homes and Communities

*Delivery Plan* means a delivery plan agreed in writing and signed by the parties (based on the standard form provided by Kāinga Ora) which sets out:

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

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

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

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

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

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

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

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

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

- (a) on or after the Commencement Date (unless expressly agreed to the contrary, in writing, by Kāinga Ora) and no later than the End Date; and
- (b) in good faith for the purpose of carrying out that Enabling Infrastructure Project and at "arm's length", at reasonable market value (and generally incurred on a one-off basis),

but excludes:

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

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

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

*End Date* means the date on which the Recipient has satisfied its obligations under this Agreement, as determined by Kāinga Ora acting reasonably.

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

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

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

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

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

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

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

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

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

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

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

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

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

*IAF Funded Enabling Infrastructure Project(s) Milestones* means the "IAF Funded Enabling Infrastructure Project(s) Milestones" defined in **Item 7**

or **Part 1** (Key Details).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **B. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

## **END OF PART 3**

**Schedule 1: Housing Development and Enabling Infrastructure Project(s)**

**Key Details of the Housing Development and Enabling Infrastructure Project(s)**

The Housing Development key details are as follows:

<b>Name of Housing Development</b>	Central & Western Area Development
<b>Name of Developer(s) (if known)</b>	<p>s7(2)(i)</p> <ul style="list-style-type: none"> <li>• Kāinga Ora - Homes and Communities (as Developer)</li> </ul> <p>s7(2)(i)</p>
<b>Name of landowner(s) (if known)</b>	<ul style="list-style-type: none"> <li>• Rotorua District Council</li> </ul> <p>s7(2)(i)</p> <ul style="list-style-type: none"> <li>• Kāinga Ora - Homes and Communities (as Landowner)</li> </ul> <p>s7(2)(i)</p>
<b>Location (suburb and city)</b>	Central and Western Rotorua
<b>Territorial Authority region</b>	Rotorua District
<b>Total number of dwellings to be Completed</b>	3,086 dwellings
<b>Delivery period for dwellings to be Completed</b>	2023 - 2031 for 3,086 dwellings
<b>Brownfield / Greenfield?</b>	Mixed Brownfield / Greenfield

The Enabling Infrastructure Project(s) key details are as follows:

<b>Enabling Infrastructure Project(s)</b>	<b>Description</b>
<b>Flood Management Enabling Infrastructure Project(s)</b>	<p><b>Western stormwater solution including the following projects:</b></p> <ul style="list-style-type: none"> <li>• Pukehangi Stormwater Improvements (Diversion Pipeline Enabling Works and Detention) relating to Pukehangi Plan Change 2, including the following sub-projects: <ul style="list-style-type: none"> <li>○ West 03 - 17 Diamond Street, 48 Collie Drive and 130 Homedale Street</li> <li>○ West 04a - Freedom Village and Sunnydowns Subdivision</li> <li>○ West 04b - 125 Pukehangi Road, 363, 387 and unnumbered parcel Pukehangi Road and 30 Matipo Road</li> </ul> </li> <li>• West 06 - Frank Street and part of Waikite Rugby Club</li> <li>• West 07 - Springfield Golf Course</li> <li>• West 08 - East of Bennetts Road to Utuhina Stream</li> </ul> <p><b>Central stormwater solution including the following projects:</b></p> <ul style="list-style-type: none"> <li>• Cent 03 / 04 including the following projects: <ul style="list-style-type: none"> <li>○ Whakatau Street and Glenholme Area</li> <li>○ East of Lynton Street Fenton CM4 area and Victoria Street and surrounds</li> </ul> </li> <li>• Cent 05 &amp; 06 - Fenton Street RS2 and CM4</li> <li>• Cent 08 - Recycling Centre</li> <li>• Cent 09 – Rotorua Race Course</li> </ul>
<b>Three Waters Enabling Infrastructure Project(s)</b>	<ul style="list-style-type: none"> <li>• Rotorua Wasterwater Treatment Plant</li> <li>• Pukehangi Development Area Waste Water</li> <li>• Wider Western Area Waste Water Expansion</li> <li>• Eastern Reservoir Expansion (Services Rotorua Urban Area)</li> </ul>

Enabling Infrastructure Project(s)	Description
	<ul style="list-style-type: none"> <li>• Water Servicing Pukehangi Road Development</li> </ul>
Transport Enabling Infrastructure Project(s)	<ul style="list-style-type: none"> <li>• Malfroy / Old Taupo Roading Upgrade</li> <li>• Transport Growth Projects – Minor Improvements &amp; Cycleways</li> </ul>

**General description**

The stormwater infrastructure covered by the Central and Western Area Proposal will enable significant housing developments within Rotorua to meet unforeseen growth. The housing developments include a mix of both intensification of existing residential areas and greenfield expansion, aligning with the NPS-UD (2020) to meet housing shortages.

Rotorua is located within a caldera with Lake Rotorua at its centre. Existing stormwater assets at the bottom of catchments, where the majority of the existing urban area is located, are unable to adequately cope with the effects of intensification and greenfield development further up the caldera. Flooding has been exacerbated where development has occurred in an ad hoc manner and infrastructure has not been sufficiently upgraded.

The development sites include Pukehangi Heights, Fenton Street, Fordland’s Community, and Kāinga Ora ownership plus other potential land pockets. Rotorua District Council have partnered with key developers to ensure delivery of housing and intensification occurs within the infrastructure programme, while the broader planned intensification occurs over a longer duration. In addition, there are several greenfield sites that are located within the western catchment that will be rezoned to support medium density development in alignment with the National Policy direction.

The housing outcomes from the Proposal address significant need in the city and comprise a mix of market, affordable and public housing.

**Schedule 2: Enabling Infrastructure Project(s) Milestones**

This Schedule 2 sets out:

- in Part A, the IAF Funded Enabling Infrastructure Project(s) Milestones for the IAF Funded Enabling Infrastructure Project(s);
- in Part B, the specific additional requirements for each IAF Funded Enabling Infrastructure Project(s) Milestone for the IAF Funded Enabling Infrastructure Project(s), as at the date of this Agreement; and
- in Part C, the Non-IAF Funded Enabling Infrastructure Project(s) Milestones for the Enabling Infrastructure Project(s) (not including the IAF Funded Enabling Infrastructure Project(s)).

**Part A: IAF Funded Enabling Infrastructure Project(s) Milestones**

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
<b>Flood Management IAF Funded Enabling Infrastructure Project - Pukehangī Stormwater Improvement (West 03, West 04a and West 04b) - Diversion Pipeline Enabling Works</b>									
1 <b>Practical Completion</b>	6 October 2023	Practical Completion has been achieved in relation to the Pukehangī Stormwater Upgrades - Diversion Pipeline Enabling Works, such that it is completed to the design	\$3,000,000	N/A	N/A	\$7,393,000	N/A	Yes - 283 Clayton Road Developer (RDC current landowner) Housing Outcomes Agreement to be signed by 10 June 2023	Development Contributions Policy or alternative developers funding mechanism (meeting the Fair Share principle) to be adopted and operative by 31



IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		parameters and is ready for use and/or operations. (Practical Completion Funding Milestone)						October 2022	Subject to Councilors' approval, the Housing Plan Change (PC9) to be notified by the Recipient to Kāinga Ora by the 20 August 2022
<b>Pukehanga Stormwater Improvements (West 03, West 04a and West 04b) – Detention</b>									
2 Stage 1 (Early)	5 January 2024	The following feasibility	\$615,000	\$615,000	N/A	N/A	N/A	Yes- 17 Diamond	N/A

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
3 Stage 2 (Pre-Implementation)	3 January 2025	The following design, consenting and tendering activities in relation to the Pukehangi Stormwater Improvements  (Initial Funding Milestone)  <ul style="list-style-type: none"> <li>feasibility work of concept solution completed and approved by the Recipient</li> </ul>	\$2,074,540	\$966,058	\$1,108,482	N/A	Yes – update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Pukehangi Stormwater	Yes – PC2 Developers (still to be confirmed – s7(2)(i))	Subject to Councilors' approval, the Housing Plan Change (PC9) to be operative by the 30 June 2024	

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		(West 03, West 04a and West 04b) – Detention are completed:							
		<ul style="list-style-type: none"> <li>detailed design 100% complete and signed off by the Recipient</li> <li>all required consents issued by the relevant authorities</li> </ul>							
		(Pre-Implementation Funding Milestone)							
4	2 February 2026	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding	\$5,952,694	\$2,695,301	\$2,506,296	N/A	N/A	N/A	N/A

IAF Funding Agreement – Kāinga Ora – Homes and Communities

IAF Funded Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		Milestone above. The following construction activities in relation to the Pukehangi Stormwater Improvements (West 03, West 04a and West 04b) - Detention are completed: <ul style="list-style-type: none"> <li>tender awarded and construction contract entered into by the Recipient and the Head Contractor</li> <li>the Engineer to Contract has certified that the construction</li> </ul>							

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
		works are complete to 33% of the contract price <b>(Construction Works First Funding Milestone)</b>								
	2 October 2026	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to the Pukehangi Stormwater Improvements (West 03, West 04a and West 04b) - Detention	\$5,952,694	\$2,544,999	\$2,656,599	N/A	N/A	N/A	N/A	

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	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Loan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
5	Practical Completion	1 July 2027	Practical Completion has been achieved in relation to the Pukehangi Stormwater Improvements (West 03, West 04a and West 04b) - Detention, such that it is completed to the	\$6,811,048	\$2,754,684	\$1,588,559	N/A	N/A	N/A	N/A
			<p>are completed:</p> <ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 67% of the contract price</li> </ul> <p><b>(Construction Works Second Funding Milestone)</b></p>							

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

IAF Funding Agreement – Kāinga Ora – Homes and Communities

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
<b>Flood Management IAF Funded Enabling Infrastructure Project - West 06</b>										
6 <b>Stage 1 (Early)</b>	20 December 2024	The following feasibility activities in relation to West 06 are completed: <ul style="list-style-type: none"> <li>feasibility work of concept solution completed and approved by the Recipient (Initial Funding Milestone)</li> </ul>	\$25,675	\$25,675	N/A	N/A	N/A	N/A	<p>§7(2)(i)</p> <p>Housing Outcomes Agreement to be signed by 20 December 2024</p>	Subject to Councilors' approval, the Housing Plan Change (PC9) to be notified by the Recipient to Kāinga Ora by 20 August 2022
7 <b>Stage 2 (Pre-Implementation)</b>	27 February 2026	The following design, consenting and tendering activities in relation to West	\$95,110	\$95,110	N/A	N/A	N/A	Yes – update of future IAF Funded Enabling Infrastructure Project(s)	N/A	Subject to Councilors' approval, the Housing Plan Change (PC9) to be operative by



	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
8	Stage 3 (Implementation)	24 October 2026	<ul style="list-style-type: none"> <li>06 are completed:                             <ul style="list-style-type: none"> <li>detailed design 100% complete and signed off by the Recipient</li> <li>all required consents issued by the relevant authorities</li> </ul> </li> <li>(Pre-Implementation Funding Milestone)</li> </ul>	\$1,122,197	N/A	N/A	N/A	N/A	N/A	N/A	30 June 2024
			To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction					Milestone(s) for West 06 to be agreed by way of a Delivery Plan also required to satisfy this milestone			

IAF Funding Agreement – Kāinga Ora – Homes and Communities

IAF Funded Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding				
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied		
		<p>activities in relation to West 06 are completed:</p> <ul style="list-style-type: none"> <li>tender awarded and construction contract entered into by the Recipient and the Head Contractor</li> <li>the Engineer to Contract has certified that the construction works are complete to 33% of the contract price</li> </ul> <p>(Construction Works First Funding Milestone)</p>									

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
	24 April 2027	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to West 06 are completed: <ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 67% of the contract price</li> </ul> (Construction Works Second Funding Milestone)	\$1,122,197	N/A	N/A	N/A	N/A	N/A	N/A

IAF Funding Agreement – Kāinga Ora – Homes and Communities

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
9	Practical Completion	24 December 2027	Practical Completion has been achieved in relation to West 06, such that it is completed to the design parameters and is ready for use and/or operations. (Practical Completion Funding Milestone)	\$1,122,197	N/A	N/A	N/A	N/A	N/A	N/A
<b>Flood Management IAF Funded Enabling Infrastructure Project - West 07</b>										
10	Stage 1 (Early)	20 December 2024	The following feasibility activities in relation to West 07 are completed: <ul style="list-style-type: none"> <li>feasibility work of concept solution completed and</li> </ul>	\$107,835	\$107,835	N/A	N/A	N/A	N/A	Subject to Councilors' approval, the Housing Plan Change (PC9) to be notified by the Recipient to Kāinga Ora by 20 August 2022

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
11	Stage 2 (Pre-Implementation)	27 February 2026	The following design, consenting and tendering activities in relation to West 07 are completed:	\$449,133	\$449,133	N/A	N/A	Yes – update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for West 07 to be	N/A	N/A	Subject to Councilors' approval, the Medium Density Residential Standards to be operative by 20 August 2022  Subject to Councilors' approval, the Housing Plan Change (PC9) to be operative by 30 June 2024

IAF Funding Agreement – Kāinga Ora – Homes and Communities

IAF Funded Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
12 <b>Stage 3 (Implementation)</b>	24 October 2026	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in	\$5,157,015	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		<ul style="list-style-type: none"> <li>detailed design 100% complete and signed off by the Recipient</li> <li>all required consents issued by the relevant authorities</li> </ul> (Pre-Implementation Funding Milestone)					agreed by way of a Delivery Plan also required to satisfy this milestone			

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
	24 April	<p>relation to West 07 are completed:</p> <ul style="list-style-type: none"> <li>tender awarded and construction contract entered into by the Recipient and the Head Contractor</li> <li>the Engineer to Contract has certified that the construction works are complete to 33% of the contract price</li> </ul> <p>(Construction Works First Funding Milestone)</p>	\$5,157,015	N/A	N/A	N/A	N/A	N/A	N/A

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
	2027	by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to West 07 are completed: <ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 67% of contract price</li> </ul> <b>(Construction Works Second Funding Milestone)</b>							



	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
13	Practical Completion	24 December 2027	Practical Completion has been achieved in relation to West 07, such that it is completed to the design parameters and is ready for use and/or operations. (Practical Completion Funding Milestone)	\$5,157,015	N/A	N/A	N/A	N/A	N/A	N/A
<b>Flood Management IAF Funded Enabling Infrastructure Project - West 08</b>										
14	Stage 1 (Early)	20 December 2024	The following feasibility activities in relation to West 08 are completed: <ul style="list-style-type: none"> <li>feasibility work of concept solution completed and</li> </ul>	\$25,675	\$25,675	N/A	N/A	N/A	N/A	Subject to Councilors' approval, the Housing Plan Change (PC9) to be notified by the Recipient to Kāinga Ora by 20 August 2022

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	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
				Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)					
15	Stage 2 (Pre-Implementation)	27 February 2026	The following design, consenting and tendering activities in relation to West 08 are completed:	\$100,394	\$100,394	N/A	N/A	Yes – update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for	N/A	N/A
			approved by the Recipient (Initial Funding Milestone)							Subject to Councilors' approval, the Medium Density Residential Standards to be operative by 20 August 2022
										Subject to Councilors' approval, the Housing Plan Change (PC9) to be operative by the 30 June 2024

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
16 Stage 3 (Implementation)	24 October 2026	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in	\$1,173,044	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		<ul style="list-style-type: none"> <li>detailed design 100% complete and signed off by the Recipient</li> <li>all required consents issued by the relevant authorities</li> </ul> (Pre-Implementation Funding Milestone)					West 08 to be agreed by way of a Delivery Plan also required to satisfy this milestone			

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
	24 April	<p>relation to West 08 are completed:</p> <ul style="list-style-type: none"> <li>tender awarded and construction contract entered into by the Recipient and the Head Contractor</li> <li>the Engineer to Contract has certified that the construction works are complete to 33% of the contract price</li> </ul> <p>(Construction Works First Funding Milestone)</p>	\$1,173,044	N/A	N/A	N/A	N/A	N/A	N/A

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
	2027	by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to West 08 are completed: <ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 67% of the contract price</li> </ul> (Construction Works Second Funding Milestone)						

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
17	<b>Practical Completion</b>	24 December 2027	Practical Completion has been achieved in relation to West 08 such that it is completed to the design parameters and is ready for use and/or operations. <b>(Practical Completion Funding Milestone)</b>	\$1,173,044	N/A	N/A	N/A	N/A	N/A	N/A
<b>Flood Management IAF Funded Enabling Infrastructure Project – Cent 03/04</b>										
18	<b>Stage 1 (Early)</b>	30 January 2026	The following feasibility activities in relation to Cent 03/04 are completed: <ul style="list-style-type: none"> <li>feasibility work of concept solution</li> </ul>	\$153,234	\$153,234	N/A	N/A	N/A	N/A	Development Contributions Policy or alternative developers funding mechanism (meeting the Fair Share principle) to be

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		completed and approved by the Recipient (Initial Funding Milestone)							adopted and operative by 31 October 2022
									Subject to Councilors' approval, the Housing Plan change (PC9) to be notified by the Recipient to Kāinga Ora by 20 August 2022
									Subject to Councilors' approval, the Medium Density Residential Standards to be operative by 20 August 2022
									Subject to Councilors'

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IAF Funded Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding				
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for Cent 03/04 to be agreed by way of a Delivery Plan also required to satisfy this milestone	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
19 Stage 2 (Pre-Implementation)	19 February 2027	The following design, consenting and tendering activities in relation to the Cent 03/04 are completed: <ul style="list-style-type: none"> <li>detailed design 100% complete and signed off by the Recipient</li> <li>all required consents issued by the relevant authorities</li> </ul>	\$635,528	\$635,528	N/A	N/A	Yes – update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for Cent 03/04 to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A	N/A	approval the Housing Plan Change (PC9) to be operative by 30 June 2024



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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
20 <b>Stage 3 (Implementation)</b>	16 June 2027	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to Cent 03/04 are completed: <ul style="list-style-type: none"> <li>tender awarded and construction contract entered into by the Recipient and the Head Contractor</li> </ul>	\$4,558,805	\$2,951,854	N/A	N/A	N/A	N/A	N/A

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IAF Funded Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		<ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 33% of the contract price</li> </ul>							
	16 December 2027	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to Cent 03/04 are	\$4,558,805	\$350,122	\$2,601,731	N/A	N/A	N/A	N/A

IAF Funded Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
21	16 June 2028	Practical Completion has been achieved in relation to Cent 03/04 such that it is completed to the design parameters and is ready for use and/or operations. (Practical)	\$4,558,805	\$635,294	\$2,316,560	N/A	N/A	N/A	N/A

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	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding				
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/IaD Developer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
<b>Flood Management IAF Funded Enabling Infrastructure Project – Cent 05/06</b>											
22	Stage 1 (Early)	30 January 2026	The following feasibility activities in relation to Cent 05/06 are completed: <ul style="list-style-type: none"> <li>feasibility work of concept solution completed and approved by the Recipient (Initial Funding Milestone)</li> </ul>	\$132,098	\$132,098	N/A	N/A	N/A	N/A	N/A	Subject to Councilors' approval, the Housing Plan Change (PC9) to be notified by the Recipient to Kāinga Ora by 20 August 2022
											Subject to Councilors' approval, the Medium Density Residential Standards to be operative by 20 August 2022

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
23	19 February 2027	The following design, consenting and tendering activities in relation to Cent 05/06 are completed: <ul style="list-style-type: none"> <li>detailed design 100% complete and signed off by the Recipient</li> <li>all required consents issued by the relevant authorities</li> </ul>	\$537,755	\$537,755	N/A	N/A	Yes – update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for Cent 05/06 to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A	N/A	Councillors' approval, the Housing Plan Change (PC9) to be operative by 30 June 2024

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
		Implementation Funding Milestone)								
24 Stage 3 (Implementation)	16 June 2027	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to Cent 05/06 are completed: <ul style="list-style-type: none"> <li>tender awarded and construction contract entered into by the Recipient and the Head Contractor</li> </ul>	\$6,206,255	N/A	N/A	N/A	N/A	N/A	N/A	N/A

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		<ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 33% of the contract price</li> </ul>						
	16 December 2027	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to Cent 05/06 are	\$6,206,255	N/A	N/A	N/A	N/A	N/A

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		<ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 67% of the contract price</li> </ul>							
25 Practical Completion	16 June 2028	Practical Completion has been achieved in relation to the Cent 05/06 such that it is completed to the design parameters and is ready for use and/or operations.	\$6,206,255	N/A	N/A	N/A	N/A	N/A	N/A



IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		(Practical Completion Funding Milestone)							
<b>Flood Management IAF Funded Enabling Infrastructure Project – Cent 08</b>									
26 <b>Stage 1 (Early)</b>	30 January 2026	The following feasibility activities in relation to Cent 08 are completed: <ul style="list-style-type: none"> <li>feasibility work of concept solution completed and approved by the Recipient (Initial Funding Milestone)</li> </ul>	\$15,852	\$15,852	N/A	N/A	N/A	Yes - Recycling Centre Developers (Landowner RLC) to sign a Housing Outcomes Agreement by 30 January 2026	Subject to Councilors' approval, the Housing Plan Change (PC9) to be notified by the Recipient to Kāinga Ora by 20 August 2022  Subject to Councilors' approval, the Medium Density Residential Standards to be operative by 20 August 2022

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IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
27 Stage 2 (Pre-Implementation)	19 February 2027	The following design, consenting and tendering activities in relation to Cent 08 are completed: <ul style="list-style-type: none"> <li>detailed design 100% complete and signed off by the Recipient</li> <li>all required consents issued by the relevant authorities</li> </ul> (Pre-	\$59,751	\$59,751	N/A	N/A	Yes – update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for Cent 08 to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A	N/A	Subject to Councilors' approval, the Housing Plan Change (PC9) to be operative by 30 June 2024

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
28	Stage 3 (Implementation)	16 June 2027	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to Cent 08 are completed: <ul style="list-style-type: none"> <li>tender awarded and construction contract entered into by the Recipient and the Head Contractor</li> </ul>	\$160,696	\$558,131	N/A	N/A	N/A	N/A	N/A
			Implementation Funding Milestone)							

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IAF Funded Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		<ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 33% of the contract price</li> </ul>							
	16 December 2027	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to Cent 08 are completed:	\$160,696	\$558,131	N/A	N/A	N/A	N/A	N/A

IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
29 Practical Completion	16 June 2028	Practical Completion has been achieved in relation to Cent 08 such that it is completed to the design parameters and is ready for use and/or operations. <b>(Practical Completion)</b>	\$160,696	\$558,131	N/A	N/A	N/A	N/A	N/A	N/A
		<ul style="list-style-type: none"> <li>the Engineer to Contract has certified that the construction works are complete to 67% of the contract price</li> </ul> <b>(Construction Works Second Funding Milestone)</b>								

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	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding			
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Co-Funding Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
<b>Flood Management IAF Funded Enabling Infrastructure Project – Cent 09</b>										
			Funding Milestone)							
30 <b>Stage 1 (Early)</b>		18 December 2026	The following feasibility activities in relation to Cent 09 are completed: <ul style="list-style-type: none"> <li>feasibility work of concept solution completed and approved by the Recipient <b>(Initial Funding Milestone)</b></li> </ul>	\$16,296	\$16,296	N/A	N/A	N/A	N/A	Subject to Councilors' approval, the Housing Plan Change (PC9) to be notified by the Recipient to Kāinga Ora by 20 August 2022  Subject to Councilors' approval, the Medium Density Residential Standards to be operative by 20 August 2022  Subject to Councilors'

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding			
				Maximum IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known IAF Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
31	Stage 2 (Pre-Implementation)	11 May 2027	The following design, consenting and tendering activities in relation to Cent 09 are completed: <ul style="list-style-type: none"> <li>detailed design 100% complete and signed off by the Recipient</li> <li>all required consents issued by the relevant authorities</li> </ul>	\$78,480	\$78,480	N/A	N/A	Yes – update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) for Cent 09 to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A	N/A	approval the Housing Plan Change (PC9) to be operative by 30 June 2024

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	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts			Specific Additional Requirements for Payment of IAF Funding				
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied	
32	Stage 3 (Implementation)	2 December 2028	Milestone) To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to Cent 09 are completed: <ul style="list-style-type: none"> <li>tender awarded and construction contract entered into by the Recipient and the Head Contractor</li> <li>the Engineer to Contract has certified</li> </ul>	\$875,391	N/A	N/A	N/A	N/A	N/A	N/A	N/A



IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
			Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Landowner(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
		that the construction works are complete to 33% of the contract price <b>(Construction Works First Funding Milestone)</b>							
	15 June 2028	To be confirmed by way of agreed Delivery Plan pursuant to the Pre-Implementation Funding Milestone above. The following construction activities in relation to Cent 09 are completed: <ul style="list-style-type: none"> <li>the Engineer to Contract has certified</li> </ul>	\$875,391	N/A	N/A	N/A	N/A	N/A	N/A

	IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	IAF Funded Enabling Infrastructure Project(s) Milestones	Funding Amounts				Specific Additional Requirements for Payment of IAF Funding		
				Maximum Gross IAF Funding Payment Milestone amount NZD\$ plus GST (if any)	Known Territorial Authority Funding amount NZD\$ plus GST (if any)	Specified Developer(s)/Lan downer(s) Funding amount NZD\$ plus GST (if any)	Other Funding amount NZD\$ plus GST (if any)	Update of future IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Updates to Housing Outcomes Agreement(s) or additional Housing Outcome(s) Agreement(s) also required?	Other specific conditions to be satisfied
33	<b>Practical Completion</b>	15 December 2028	Practical Completion has been achieved in relation to Cent 09 such that it is completed to the design parameters and is ready for use and/or operations. (Practical Completion Funding Milestone)	\$875,391	N/A	N/A	N/A	N/A	N/A	N/A
			(Construction Works Second Funding Milestone) that the construction works are complete to 67% of the contract price							

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

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

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

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

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

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

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

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

IAF Funded Enabling Infrastructure Project(s) Milestone	Additional Deliverables for each IAF Funded Enabling Infrastructure Project
<p>5. Practical Completion Funding Milestone</p>	<p>The additional deliverables for the Practical Completion Funding Milestone (and which are required to be satisfied as part of any Payment Request) for the IAF Funded Enabling Infrastructure Project are:</p> <ul style="list-style-type: none"> <li>• <b>Earlier Funding Milestone:</b> satisfaction by the Recipient of the funding milestone (if any) immediately preceding the Practical Completion Funding Milestone for the IAF Funded Enabling Infrastructure Project;</li> <li>• <b>Specific additional requirements:</b> satisfaction by the Recipient of any specific additional requirements set out in <b>Part A</b> above (including as added to or updated pursuant to a Delivery Plan) for the IAF Funded Enabling Infrastructure Project (e.g., satisfaction of Housing Delivery Milestone or an update to a Housing Outcomes Agreement(s)) on a basis acceptable to Kāinga Ora, acting reasonably;</li> <li>• <b>Certification:</b> certification by the Engineer to Contract that Practical Completion has been achieved in respect of the IAF Funded Enabling Infrastructure Project; and</li> <li>• <b>Other:</b> provision of any other document, assurance or information as is required by Kāinga Ora.</li> </ul>



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

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

Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
			Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
<b>Three Waters Enabling Infrastructure Project - Rotorua Waste Water Treatment Plant</b>				
1. <b>Stage 1 (Early)</b>	30 June 2023	To be confirmed by way of agreed Delivery Plan.	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Rotorua Waste Water Treatment Plant to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A
2. <b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
3. <b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
4. <b>Practical Completion</b>	30 June 2026	Practical Completion has been achieved in relation to the Rotorua Waste Water Treatment Plant, such that it is completed to the design parameters and is ready for use and/or operations.	N/A	N/A

Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
			Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
<b>Three Waters Enabling Infrastructure Project - Pukehangī Development Area Waste Water</b>				
5. <b>Stage 1 (Early)</b>	30 June 2028	To be confirmed by way of agreed Delivery Plan.	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Pukehangī Development Area Waste Water to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A
6. <b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
7. <b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
8. <b>Practical Completion</b>	30 June 2030	Practical Completion has been achieved in relation to the Pukehangī Development Area Waste Water, such that it is completed to the design parameters and is ready for use and/or operations.	N/A	N/A

Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
			Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
<b>Three Waters Enabling Infrastructure Project - Wider Western Area Waste Water Expansion</b>				
9. <b>Stage 1 (Early)</b>	30 June 2026	To be confirmed by way of agreed Delivery Plan.	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Wider Western Area Waste Water Expansion to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A
10. <b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
11. <b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
12. <b>Practical Completion</b>	30 June 2030	Practical Completion has been achieved in relation to the Wider Western Area Waste Water Expansion, such that it is completed to the design parameters and is ready for use and/or operations.	N/A	N/A

Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
			Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
<b>Three Waters Enabling Infrastructure Project - Eastern Reservoir Expansion (Services Rotorua Urban Area)</b>				
13. <b>Stage 1 (Early)</b>	30 June 2024	To be confirmed by way of agreed Delivery Plan.	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Eastern Reservoir Expansion (Services Rotorua Urban Area) to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A
14. <b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
15. <b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
16. <b>Practical Completion</b>	30 June 2026	Practical Completion has been achieved in relation to the Rotorua Eastern Reservoir Expansion (Services Rotorua Urban Area), such that it is completed to the design parameters and is ready for use and/or operations.	N/A	N/A

Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
			Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
<b>Three Waters Enabling Infrastructure Project - Water Servicing Pukehangī Road Development</b>				
17. Stage 1 (Early)	30 June 2025	To be confirmed by way of agreed Delivery Plan.	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Water Servicing Pukehangī Road Development to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A
18. Stage 2 (Pre-Implementation)	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
19. Stage 3 (Implementation)	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
20. Practical Completion	30 June 2028	Practical Completion has been achieved in relation to the Water Servicing Pukehangī Road Development, such that it is completed to the design parameters and is ready for use and/or operations.	N/A	N/A

Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
			Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
<b>Transport Enabling Infrastructure Project - Maltroy / Old Taupo Roading Upgrade</b>				
21. <b>Stage 1 (Early)</b>	30 June 2025	To be confirmed by way of agreed Delivery Plan.	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Maltroy / Old Taupo Roading Upgrade to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A
22. <b>Stage 2 (Pre-Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
23. <b>Stage 3 (Implementation)</b>	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
24. <b>Practical Completion</b>	30 June 2026	Practical Completion has been achieved in relation to the Maltroy / Old Taupo Roading Upgrade, such that it is completed to the design parameters and is ready for use and/or operations.	N/A	N/A

Non-IAF Funded Enabling Infrastructure Project(s) Milestones Heading	Completion Date	Non-IAF Funded Enabling Infrastructure Project(s) Milestones	Specific Additional Milestones	
			Update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) via an agreed Delivery Plan also required?	Other specific conditions to be satisfied
<b>Transport Enabling Infrastructure Project - Transport Growth Projects – Minor Improvements &amp; Cycleways</b>				
25. Stage 1 (Early)	30 June 2023	To be confirmed by way of agreed Delivery Plan.	Yes – update of future Non-IAF Funded Enabling Infrastructure Project(s) Milestone(s) for the Transport Growth Projects – Minor Improvements & Cycleways to be agreed by way of a Delivery Plan also required to satisfy this milestone	N/A
26. Stage 2 (Pre-Implementation)	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
27. Stage 3 (Implementation)	To be confirmed by way of agreed Delivery Plan.	To be confirmed by way of agreed Delivery Plan pursuant to Stage 1 (Early) milestone above.	N/A	N/A
28. Practical Completion	30 June 2031	Practical Completion has been achieved in relation to the Transport Growth Projects – Minor Improvements & Cycleways, such that it is completed to the design parameters and is ready for use and/or operations.	N/A	N/A

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

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



### Schedule 3: Payment Request

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

- a. the amount of IAF Funding requested, which must not exceed the applicable Maximum Gross IAF Funding Payment Milestone set out in **Part A of Schedule 2**;
- b. confirmation that the Recipient can pay all IAF Funded Enabling Infrastructure Project Costs as and when they fall due;
- c. all cost overruns and funding shortfalls in respect of the relevant IAF Funded Enabling Infrastructure Project can be funded or financed and the required Funding Balances are secured and available to, and committed by, the Recipient;
- d. confirmation that the Recipient has applied the instalment of Known Co-Funding and Other Funding (if any) by the Completion Date for the relevant IAF Funded Enabling Infrastructure Project Milestone set out in **Part A of Schedule 2**, in accordance with clause 2.1(a)ii of **Part 2 (General Terms)**;
- e. certification (in a format to be agreed between Kāinga Ora and the Recipient) during Stage 3 (Implementation) of the relevant IAF Funded Enabling Infrastructure Project, signed by the Engineer to Contract (and prior to Stage 3 (Implementation), signed by the Chief Executive, or their authorised delegate):
  - i. of progress against the IAF Funded Enabling Infrastructure Project Milestones for the relevant IAF Funded Enabling Infrastructure Project and the deliverables programme, including details of any material projected delay;
  - ii. of the amount of Costs incurred by the Recipient in respect of the relevant IAF Funded Enabling Infrastructure Project, including in respect of the IAF Funded Enabling Infrastructure Project Milestone to which the Payment Request relates (and confirmation that the applicable IAF Funded Enabling Infrastructure Project Milestone has been satisfied by the applicable Completion Date and that the Eligible Costs relating to the applicable IAF Funded Enabling Infrastructure Project Milestones have been paid or are due and payable to the Recipient's contractors to the relevant IAF Funded Enabling Infrastructure Project);
  - iii. of any material variations to the Construction Contract(s) in respect of the relevant IAF Funded Enabling Infrastructure Project;
  - iv. that the Cost to Complete Test is met as at the date of the certification, that the Cost to Complete Test was met as at the last date of the previous quarter and that the Cost to Complete Test is expected to be met at all times until Practical Completion (including confirmation that the Territorial Authority Funding, Specified Developer(s)/Landowner(s) Funding and Other Funding required for the relevant IAF Funded Enabling Infrastructure Project is available to the Recipient);
  - v. of the forecasted Cost to Complete the IAF Funded Enabling Infrastructure Project; and
  - vi. that, as at the date of the certification, the Time to Complete Test is met;
- f. evidence of satisfaction of the deliverables and additional deliverables applicable to the IAF Funded Enabling Infrastructure Project(s) Milestones set out in **Part A and Part B of Schedule 2**;
- g. if the Payment Request includes a GST component, a valid GST invoice complying with the Goods and Services Tax Act 1985;

- h. confirmation that no Termination Event is subsisting, that it is not in breach of its obligations under clause 2 of **Part 2** (General Terms) and that each of the warranties under clause 6 of **Part 2** (General Terms) of this Agreement are correct as at the date of the Payment Request; and
- i. any other information required by Kāinga Ora.

#### Schedule 4: Reporting

##### **Monthly Reports**

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

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

##### **Quarterly Reports**

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

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

##### **Total Dwellings Enabled Report**

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

- (a) the total number of dwellings enabled following the completion of all Enabling Infrastructure Project(s); and
- (b) any other information that is requested by Kāinga Ora in writing to the Recipient.

