Environmental Delivery Committee 5 June 2025

Meeting will be held in the Council Chamber at Level 2, Philip Laing House
144 Rattray Street, Dunedin
ORC Official YouTube Livestream

Members:
Cr Kate Wilson (Chair)
Cr Alexa Forbes
Cr Gary Kelliher
Cr Lloyd McCall
Cr Michael Laws
Cr Kevin Malcolm
Cr Tim Mepham
Cr Andrew Noone
Cr Gretchen Robertson
Cr Alan Somerville
Cr Elliot Weir

Senior Officer: Richard Saunders, Chief Executive

Meeting Support: Kylie Darragh, Governance Support Officer

05 June 2025 01:00 PM

Agenda Topic **Page**

Agenda 1

1. WELCOME

2. APOLOGIES

No apologies were received prior to publication of the agenda.

3. PUBLIC FORUM

No requests to speak were received prior to the publication of this agenda.

4. CONFIRMATION OF AGENDA

Note: Any additions must be approved by resolution with an explanation.

5. DECLARATION OF INTERESTS

Members are reminded of the need to stand aside from decision-making when a conflict arises between their role as an elected representative and any private or other external interest they might have. Councillor Declarations of Interests are published to the ORC website.

6. PRESENTATIONS

Aroha Kaikorai Valley – Paul Southworth
East Otago Catchment Group – Steph Scott

7. CONFIRMATION OF MINUTES 4

Confirming the minutes of the Environmental Implementation Committee of 5 March 2025

8. OPEN ACTIONS FROM RESOLUTIONS OF THE COMMITTEE

There are currently no open actions for this committee.

9. MATTERS FOR CONSIDERATION 8

9.1 Lake Hayes Wai Whakaata update 8

To present the Waiwhakaata strategy to the Environmental Delivery Committee for endorsement, and to provide an update on the Lake Hayes/Waiwhakaata project.

9.1.1 Waiwhakaata Strategy Document 12

9.2 Regional Pest Management Plan Effectiveness Review 39

To present the findings of the review into the effectiveness of the Otago Regional Pest Management Plan 2019-29 (RPMP) and present a recommended prioritised schedule of implementing the recommendations.

9.2.1 ORC RPMP Effectiveness Evaluation Report Final April 2025 52

9.3 Regional Pest Management Plan Operational Plan 2025/26 192

To seek approval of the 2025-2026 Biosecurity Operational Plan.

9.3.1 Biosecurity Operational Plan 2025-26 197

9.3.2 Biosecurity Operational Plan 2024-2025 Approved 217

9.4 Integrated Catchment Management 238

To provide an update on the Integrated Catchment Management (ICM) Programme and to seek approval for the rollout schedule for the next Catchment Action Plans (CAPs).

9.4.1 Attachment 1: Catlins CAP Governance Group Terms of Reference 244

9.5 Fresh Water Project Update 248

This report provides an update on five water quality focused projects that Council is involved in.

9.5.1 Lake Tuakitoto Implementation Plan 266

9.5.2 Tomohaka Tomahawk Lagoon Implementation Plan 276

9.5.3 Lake Tuakitoto - Septic Tank Education Project 286

9.6 Funding Agreement with MPI for Wilding Conifer and Wallaby Programmes 288

To seek approval to:
[1] Enter into service agreements with the Ministry for Primary Industries/Manatū Ahu Matua (MPI) for funding and operational delivery of the National Wilding Conifer Control Programme and the Tipu Mātoro National Wallaby Eradiction Programme in Otago for the 2025/26 financial year.
[2] Commence delivery of the National Wilding Conifer Control Programme and the Tipu Mātoro National Wallaby Eradication Programme from 1 July 2025, if signed funding agreements are not yet received from MPI.

9.6.1 2025 Services Agreement - Wallabies DRAFT 298

9.6.2 Otago Regional Council - Agreement - Wilding Conifers July 2024 CE SIGNED 335

9.6.3 Wallaby Services Agreement - Otago Regional Council SIGNED 378

9.7 Port and Marine Harbour Safety Code Report 421

The purpose of this report is to update the Committee on the Port and Harbour Marine Safety Code (PHMSC) external review, carried out in November 2024 and received in March 2025.

9.7.1 SMS Review Panel Report Otago Nov 24 424

9.7.2 2025-03-28 Letter of confirmation Otago SMS review 2024 445

9.8 Quarterly Update on the Activities of the Regulatory Teams 447

To update the Committee on the activities of the Regulatory Teams of the Environmental Delivery Group between 1 July 2024 and 30 April 2025 and outline the proposed Compliance Audit and Performance Monitoring Schedule for the 2025-2026 year.

9.8.1 Regulatory Activity for period 1 July 2024 to 30 April 2025 467

9.8.2 Operational Compliance Audit and Performance Monitoring Schedule 2025 473

10. CLOSURE

Otago Regional Council

Environmental Implementation Committee
MINUTES

Minutes of an ordinary meeting of the Environmental Implementation Committee held in the Council Chamber, Level 2 Philip Laing House, 144 Rattray Street, Dunedin on Wednesday 5 March 2025, commencing at 1:00 PM.
https://www.youtube.com/live/kJFzCCbLH8Y?si=wYWOfaQq9mpcyn9a

PRESENT

Cr Kate Wilson	*(Chair)*
Cr Alexa Forbes	
Cr Gary Kelliher	
Cr Michael Laws	
Cr Kevin Malcolm	
Cr Lloyd McCall	*(online)*
Cr Tim Mepham	
Cr Andrew Noone	
Cr Gretchen Robertson	
Cr Alan Somerville	
Cr Elliot Weir	

DRAFT

1. WELCOME

Chair Wilson welcomed Councillors, members of the public and staff to the meeting at 1 pm. Staff present included Richard Saunders (Chief Executive), Anita Dawe (GM Regional Planning and Transport), Nick Donnelly (GM Finance), Tom Dyer (GM Manager Science and Resilience), Joanna Gilroy (GM Environmental Delivery), Amanda Vercoe (GM Strategy and Customer, Deputy CE), Kylie Darragh (Governance Support), and Helen Nathan from Boffa Miskell, Will McBeth Project Delivery Specialist - Biosecurity Programmes, online.

2. APOLOGIES

Apologies for Cr Forbes and Cr Noone, for lateness, were noted by the Chair.

3. PUBLIC FORUM

No requests to address the Committee under Public Forum were received.

4. CONFIRMATION OF AGENDA

The agenda was confirmed as published.

5. DECLARATIONS OF INTERESTS

Councillors were reminded to stand aside if a conflict of interest arose.

6. PRESENTATIONS

No presentations were held.

7. CONFIRMATION OF MINUTES

Resolution: Cr Wilson Moved, Cr Robertson Seconded

That *the minutes of the Environmental Implementation Committee meeting held on 7 November 2024 be received and confirmed as a true and accurate record.*

MOTION CARRIED

8. OPEN ACTIONS FROM RESOLUTIONS OF THE COMMITTEE

There are no current open actions for this committee.

1:08 Cr Laws joined the meeting online
1:10 Cr Noone joined the meeting

9. MATTERS FOR CONSIDERATION

9.1. Integrated Catchment Management (ICM) Programme Update

[YouTube 10:50] This paper updated the committee on the Integrated Catchment Management Programme, sharing an external evaluation of the process for developing the first Catchment Action Plan and seeking the nomination of a councillor with interest in the Taiari catchment to join the ICM Working Group. Anna Molloy, Principal Advisor Environmental Implementation, Libby Caldwell, Manager Environmental Implementation and Jo Gilroy, General Manager Environmental Delivery, were available to respond to questions on the report.

DRAFT

Resolution EIC25-101: Cr Robertson Moved, Cr Forbes Seconded
That the Environmental Implementation Committee recommends that Council:

1. ***Notes*** *this report and the progress made on the ICM programme in this quarter.*
2. ***Notes*** *the evaluation report on the process for the pilot CAP and the steps to implement the recommendations from the evaluation.*

MOTION CARRIED

Resolution EIC25-102: Cr Robertson Moved, Cr Forbes Seconded
That the Environmental Implementation Committee recommends that Council:

1. ***Nominates*** *Cr Wilson to join the ICM Working Group for Taiari Catchment.*

MOTION CARRIED

9.2. Wilding Conifer Business Case
[YouTube 1:02:35] This paper presented the 'Additional Regional Investment for Wilding Conifer Management in Otago Simplified Business Case' (business case) prepared by Boffa Miskell and outlined an opportunity to explore other funding options. Helen Nathan from Botha Miskell, Will McBeth Project Delivery Specialist -Biosecurity Programmes, were available online and Libby Caldwell, Manager Environmental Implementation and Jo Gilroy, General Manager Environmental Delivery, were present to respond to questions on the report.

Resolution EIC25-103: Cr Forbes Moved, Cr Malcolm Seconded
That the Environmental Implementation Committee:

1. ***Notes*** *this report.*
2. ***Notes*** *the significant value that further investment in Wilding Conifer control in Otago would provide as outlined in the Business Case.*
3. ***Recommends*** *that Council* ***Endorses Option 1 –*** *Council continue to engage with other Regional Councils and Government Agencies to explore funding opportunities for Wilding Conifers which would support and enhance delivery of the existing programme in Otago.*

MOTION CARRIED

9.3. Catchment Advisor Work Programme
[YouTube 1:27:00] This paper outlined the Environmental Implementation Committee on the work completed by the Catchment Advisors and the work programme for the 2024-2025 financial year. Oliver Eden-Mann, Team Leader Catchments, Libby Caldwell, Manager Environmental Implementation and Joanna Gilroy, General Manager Environmental Delivery were present to respond to questions.

Resolution EIC25-104: Cr Wilson Moved, Cr Forbes Seconded
That the Environmental Implementation Committee:

1. ***Notes*** *this report.*

MOTION CARRIED

DRAFT

9.4. Avian Flu Response

[YouTube 1:43:15] This paper updated Environmental Implementation Committee on High Pathogenicity Avian Influenza (HPAI) and ORC's role if HPAI is found in New Zealand. Robert Win, Team Leader Biosecurity, Libby Caldwell, Manager Environmental Implementation and Joanna Gilroy, General Manager Environmental Delivery, were available to respond to questions on the report.

Resolution EIC25-105: Cr Wilson Moved, Cr Malcolm Seconded

That the Environmental Implementation Committee:

1. ***Notes** this report; and*
2. ***Endorses** the work the staff are doing to prepare for Council's role in any response co-ordinated by BNZ and DOC.*

MOTION CARRIED

12. CLOSURE

There was no further business and Chair Wilson declared the meeting closed at 2:42 pm.

_____ _____

Chairperson Date

DRAFT

9.1. Lake Hayes Wai Whakaata update

Prepared for:	Environmental Delivery Committee
Report No.	GOV2540
Activity:	Governance Report
Author:	Libby Caldwell, Manager Environmental Implementation
Endorsed by:	Joanna Gilroy, General Manager Environmental Delivery
Date:	5 June 2025

PURPOSE

[1] To present the Waiwhakaata strategy to the Environmental Delivery Committee for endorsement, and to provide an update on the Lake Hayes/Waiwhakaata project.

EXECUTIVE SUMMARY

[2] Council is involved in the delivery of or supporting the delivery of a number of water quality driven projects across the region. This paper provides an update on the Lake Hayes/Waiwhakaata project, since the last update in November 2024.

[3] Within the Long-Term Plan 2021-2031, one of the key projects for delivery under environmental enhancement is the priority site specific projects of Lake Hayes. The sediment removal works for six ponds at Millbrook is currently underway. Once sediment removal is completed in the pond where the outlet pipe for the augmentation is located, the augmentation pipe can be commissioned. Following completion of this work, augmentation will commence.

[4] Council staff are members of the Waiwhakaata Strategy Group. A refreshed strategy (Attachment 1) has been developed for the benefit of the members of the strategy group and the wider community. The strategy outlines a cultural, environmental and community-focussed strategic vision for Waiwhakaata and its surrounding areas. The overarching vision of the strategy is ‘To uphold the mana of the name, Waiwhakaata so our actions are reflected in the waters’.

RECOMMENDATION

That the Environmental Delivery Committee recommends that Council:

1) ***Notes** this report.*

2) ***Notes** the progress of supporting and delivering water quality enhancement within the Lake Hayes/Waiwhakaata catchment.*

3) ***Endorses** the Waiwhakaata strategy as a document that sets the direction, in principle for enhancing the environment of the Lake Hayes/Waiwhakaata catchment.*

BACKGROUND

[5] Council is involved in the delivery of or supporting the delivery of a number of water quality driven projects across the region. This paper provides an update on the Lake Hayes/Waiwhakaata project since the last update in November 2024. Within the Long-

Term Plan 2021-2031, one of the key projects for delivery under environmental enhancement is the priority site specific projects of Lake Hayes.

[6] The Lake Hayes/Waiwhakaata restoration project aims to improve water quality within Lake Hayes and reduce the risk of flooding along the perimeter of the lake. Currently there are flooding impacts to the existing recreational trail which affects public access, negatively impacts on the Crested Grebe habitat, increases runoff of nutrients from flooded land and impacts adversely on native planting which has been established for local biodiversity restoration along the shores of Lake Hayes.

[7] In the Lake Hayes/Waiwhakaata project, the maintenance work downstream of the lake (Hayes Creek) was completed in May 2024, with planting of natives for slope stabilisation completed in November 2024.

DISCUSSION

[8] Construction of the Mill Creek augmentation pipe infrastructure was completed in December 2023. The sediment removal works for six ponds at Millbrook is currently underway. The contractor mobilised on site in late March 2025 and commenced work in early April 2025. Once sediment removal is completed in the pond where the outlet pip for the augmentation is located, the augmentation pipe can be commissioned. Following completion of this work, augmentation will commence when conditions allow which is likely to be in the spring of 2025. The physical pipe infrastructure is in place and sediment that has accumulated over time around the structure which discharges to Mill Creek will be removed before the pipe is commissioned.

[9] Council has established a commissioning working group to go through the risks associated with the commissioning process for augmentation and ensure co-ordinated involvement from all stakeholders. The commissioning group includes representatives from the following groups: ORC, Arrow Irrigation Company (AIC), Friends of Lake Hayes (FOLH), Mana Whenua, project consultants (Egis, Mitchell Daysh) and Base Contracting. Millbrook Resort representatives will also be invited.

[10] As part of the Lake Hayes/Waiwhakaata project, a refreshed strategy has been supported by Council and this has now been completed. The final document is included as Attachment 1.

[11] The document '*Waiwhakaata Rautaki – Lake Hayes Strategy'* has been commissioned by ORC on behalf the Strategy Group. The development of the refreshed strategy (the strategy) was written for the benefit of the strategy group partners. This includes ORC, Kāi Tahu (represented by Aukaha and Te Ao Mārama), Queenstown Lakes District Council, Department of Conservation and Friends of Lake Hayes.

[12] The strategy outlines a cultural, environmental and community-focussed strategic vision for Waiwhakaata and its surrounding areas. The overarching vision of the strategy is 'To uphold the mana of the name, Waiwhakaata so our actions are reflected in the waters'.

[13] Some of the key points of the strategy are detailed below. The purpose of the strategy is to revive the mauri (life force) of Waiwhakaata and restore it as a thriving ecosystem and cultural space for future generations. Ten objectives are listed in the strategy, these are listed below:

a. Utu/Reciprocity
b. Wai/Water
c. Ki Uta Ki Tai
d. Mahinga Kai
e. Matching Use, Capability, and Mauri
f. Kaupapa Māori and Science Monitoring
g. Informed Restoration
h. Whakawhanaungatanga: Collaborative Action
i. Te Ōhanga/Socia-Economics
j. Capability, Capacity and Knowledge Systems.

[14] The strategy is centred on kaitiakitanga (guardianship), manaakitanga (care/respect) and rangatiratanga (authority/self-determination). It aims to move beyond regulatory frameworks by providing operational guidance across the interconnected objectives of the strategy. This requires sustained commitment and collaboration of all the partners involved in the strategy group, alongside stakeholders and communities active in the catchment.

[15] The Waiwhakaata Strategy Group continues to provide an effective mechanism to bring all parties together to discuss issues of mutual interest and to act as a liaison point between mana whenua, the community and government agencies. It has facilitated better communication and enabled ORC to quickly engage the views of partners and key stakeholders to ensure acceptable progress is made to deliver the Lake Haye restoration project.

[16] Following the endorsement of the strategy by the relevant partners, the next step is to develop a comprehensive stocktake of all the work that is occurring within the catchment to improve its health. This will be completed alongside the development of an action plan which will support identification of any gaps and to determine which of the partners in the strategy group (or outside) would be best to lead these actions.

[17] The development of this strategy is a useful input into the development of the Upper Lakes CAP.

OPTIONS

[18] Option 1 (recommended) - Council endorse the Waiwhakaata strategy document (Attachment 1). This will enable staff to support the outcomes of the strategy. If endorsed, then further development of actions will occur and be developed where the role for Council in these actions can be further defined. Endorsement of the strategy also shows Council's support for the work completed by the Strategy Group and in principle indicates agreement of the outcomes to be achieved within the Waiwhakaata catchment.

[19] Option 2 – Council does not endorse the Waiwhakaata strategy document. This option would leave the other partners with uncertainty and no support from ORC which would put at risk the implementation of the work that has occurred over the last 5 years.

CONSIDERATIONS

Strategic Framework and Policy Considerations

[20] The Waiwhakaata strategy document aligns to achieve outcomes in the strategic framework and support policy outcomes and objectives through the development of strategies to achieve environmental improvement whilst supporting mana whenua and community outcomes.

Financial Considerations

[21] There is funding provided to support Lake Hayes work through the Environmental Implementation team budget through the Long-Term Plan 2024-2034. This is still to be decided through the Annual Plan process. Other support for ongoing initiatives in this catchment longer term can potentially be worked into existing work programmes, depending on what the actions are.

Significance and Engagement Considerations

[22] This update is consistent with Council's Significant and Engagement Policy.

Legislative and Risk Considerations

[23] This paper does not trigger legislative or risk considerations. This is a non-regulatory document but does set some objectives which may go above and beyond what is required by legislation.

Climate Change Considerations

[24] Climate change is not specifically identified in the strategy; the objectives will build resilience to the effects of climate change.

Communications Considerations

[25] A communications strategy is in development; this is likely to be a co-developed communications plan with the partners in the Waiwhakaata Strategy Group.

NEXT STEPS

[26] If endorsed, staff will work with the Strategy Group to develop a comprehensive stocktake of all the work that is occurring within the catchment to improve its health alongside the development of an action plan which will identify of any gaps and determine which of the partners in the strategy group (or outside) would be best to lead these actions.

ATTACHMENTS

1. Waiwhakaata Strategy Document [**9.2.1** - 27 pages]

WAIWHAKAATA

RAUTAKI

LAKE HAYES STRATEGY

MARCH 2025

MIHIMIHI
ACKNOWLEDGMENTS

Nāia te mihi ki ngā tangata mātau kua manaaki mai ki te kaupapa nei, Kate Timms-Dean, Stevie Blair, Jana Davis, Libby Caldwell, Bill Nicol, Mike Hanff and David Butt for their recent efforts contributing to this Strategy. And Gill Hopkins/Lyn Carter for their early involvement in the Strategy Rōpū and ongoing support. Ko koutou te puna mātauranga, te mea whakahirahira o tēnei rautaki.

Brand of client

This report was written by Kauati for the Otago Regional Council and the benefit of the Strategy Partners, Kāi Tahu, represented by Te Ao Mārama Inc. and Aukaha, Queenstown Lakes District Council, Te Papa Atawhai/Department of Conservation and Friends of Lake Hayes.

Graphic design and report layout - Britt Davies.

Report Reference

Prepared for: Otago Regional Council

Authors: Jason Arnold

Report Date: 5 March 2025

Reviewers: Ailsa Cain, the Strategy Partners.

Disclaimer: This document, or parts of it, cannot be distributed or used without the permission of Kauati and the Strategy partners - Otago Regional Council and the benefit of the Strategy Partners, Kāi Tahu, represented by Te Ao Mārama Inc. and Aukaha, Queenstown Lakes District Council, Te Papa Atawhai/Department of Conservation and Friends of Lake Hayes. Sections may have restricted release due to their sensitive nature.



Image Credit Eugenio Fillce

CONTENTS

Waiwhakaata Pūrākau	6
Graphic Design Interpretation	7
Executive Summary	**8**
Introduction	**14**
Ka Mua, Ka Muri	16
Confirming An Enduring Commitment	19
Purpose	**20**
Vision	**22**
Objectives	**24**
Utu/Reciprocity: Restoring Balance	26
Wai/Water	27
Ki Uta Ki Tai	28
Mahinga Kai	29
Matching Use, Capability, and Mauri	30
Kaupapa Māori and Science Monitoring	31
Informed Restoration	32
Whakawhanaungatanga: Collaborative Action	33
Te Ōhanga/Socio-Economics	34
Capability, Capacity and Knowledge Systems	35
Moving From Objectives To Action On The Ground	36
Appendix 1 **Summary tables of strategy partners' roles responsibilities and work programmes**	**38**
Appendix 2 **Key documents used to inform the Waiwhakaata strategy**	**48**

WAIWHAKAATA PŪRĀKAU

The name Waiwhakaata relays its shimmering reflection from the surface of the lake of the landscape and maunga that surround it. The following karakia has been used to express these natural and intangible characteristics of the lake, its waters and the surrounding catchment. At the time of writing this Strategy there was no Ngāi Tahu pūrākau publicly available for Waiwhakaata.

Ko te tohu o tō tatou Waiwhakaata

Ko takata au, ko au te takata.
Puritia ahau kia mā, kia ora, kia pakari hoki.
Kua kawea koe e ahau i roto i kā whakatipuraka, e tārai ana i te whenua, e whakatipu ana i te ora, e pupuri ana hoki i kā mahara o rātou kua hīkoi i mua i a koe.
E noho ana ahau i raro i te mana o kā mauka, e rere ana ki te moana.
Ka neke ahau pēnei tonu, ka herea te tuakiri ki te wāhi, mai i mua ki muri.

Kua haeretia tōku ingoa mai i Hawaiki puta noa i Te Moana-nui-a-Kiwa.
Kua kōrerohia mai i kā whakatipuraka katoa.
He wāhi hokohoko, he wāhi whakaaroaro hoki tēnei mō kā tīpuna.
Ki te rere noa aku wai, ka ora te whenua.
Ki te kaha ahau, ka ora hoki te iwi e whakawhirinaki ana ki ahau.

Engari kāore au e āhei ki te manaaki i a koe mēnā kāore koe e manaaki mai i ahau.
Tukuna ahau kia hā, kia rere, kia whakaora.
Puritia te mana o tōku ingoa, kia mōhio ai ō mokopuna ki ahau pēnei i tō mōhio - e rere ana, e ora ana, e whakatipu ana i kā mea katoa e pā ana ki ahau.
Ki Uta Ki Tai - Tiakina ahau, māku koe e kawe whakamua.

Waiwhakaata – Waiwhakaata Speaks

Ko tangata au, ko au te tangata.
I am the people, and the people are me.
Keep me clean, healthy, and resilient.
I have carried you through generations, shaping the whenua, sustaining life, and holding the memories of those who walked before you.
Nestled beneath the mana of the mountains, flowing towards the sea,
I have moved as I always have, binding identity to place, past to future.

My name has journeyed across time and space,
from Hawaiki across Te Moana-nui-a-Kiwa.
Spoken from generation to generation,
When I flow freely, I bring life.
When my waters are clear, the whenua thrives.
When I am strong, so too are the people who depend on me.

But I cannot care for you if you do not care for me.
Let me breathe, let me move, let me heal.
Uphold the mana of my name.
Ensure that your mokopuna will know me as you do - flowing, thriving, sustaining all that I touch.
Ki Uta Ki Tai - Protect me, and I will carry you forward.

GRAPHIC DESIGN INTERPRETATION

The karakia has also been used to inform the development of the graphics within this Strategy. The following information about the concepts used in the graphics aims to assist in the interpretation of this Strategy and guide its implementation.

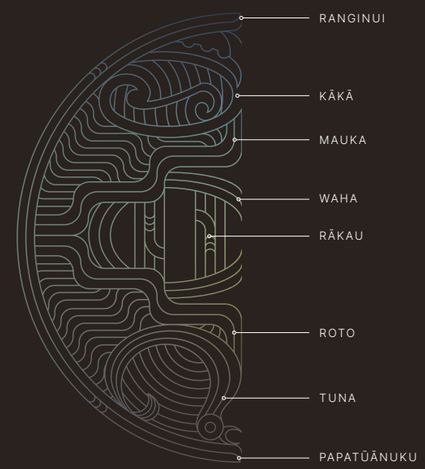
The tohu crafted for this Waiwhakaata Rautaki embodies the interconnectedness of people, land, and water, inspired by the whakapapa of Waiwhakaata. It reflects the symbiotic relationship between the natural world and our identity, honouring the past while shaping the future.

Inspired by the principle of reflection, this tohu mirrors the relationship between Papatūānuku and Ranginui—intention and contribution, mauka and roto. The creation story of Rangi and Papa reminds us of the potential to restore balance, reinforcing the idea that everything is connected. Cycles, whether in water, life, or reciprocity, flow through the design, just as internal landscapes are reflected outward—the same mauri felt in the mauka can be felt in the flow beneath the waters as well.

Drawing from toi whakairo, kōwhaiwhai, and tukutuku, this design weaves together visual languages to create a contemporary representation of our collective journey and responsibility. Each element captures the essence of layered meanings: the kākā calls forth new beginnings at dawn, the tuna symbolises resilience and movement through waterways—both of which are symbols of success. Tāne's waha represents where the spiritual and physical realms meet, and the rākau rise up to separate earth and sky, these are the project partners. The mauka are our project vision, while the roto hold the project purpose. Papatūānuku grounds us while Ranginui reminds us of a future state. The tohu itself marks identity, partnership, and shared guardianship.

Patterns evoke the movement of water, while structured forms ground the design in the whenua, creating a balance of fluidity and stability. The colour palette, drawn from Waiwhakaata's natural hues, reflects the lake's shimmering surface, its depths, and the surrounding landscape.

This design is more than an aesthetic composition; it is a living narrative, a visual expression of whakapapa and kaitiakitanga. It invites reflection, conversation, and action—acknowledging the past, responding to the present, and shaping the future. It stands as a tohu, a marker of truth and change, where land meets sky and where we honour and protect what is dear.



EXECUTIVE SUMMARY

The Waiwhakaata Strategy establishes a new environmental management paradigm by positioning the mauri (life force) and mana (prestige) of Waiwhakaata (Lake Hayes) and the catchment as the central priority. The whakatauki below sets the philosophical approach for all catchment activities.

Toitū te marae o Tāne, Toitū te marae o Tangaroa, Toitū te Iwi
Care for the land, care for the water, and the people will be sustained

This whakatauki is the first of ten objectives designed to direct actions and outcomes across four pou (pillars): environmental, cultural, social, and economic, as depicted in Figure 1.

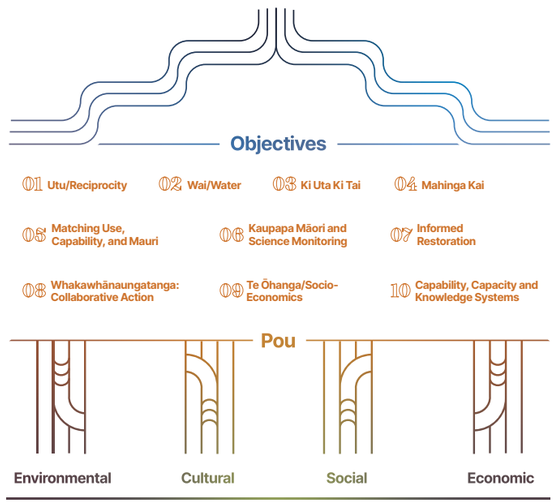


Figure 1.

[1] *Life principle, life force, vital essence - Online Te Aka Māori Dictionary (Moorfield, 2024)*
[2] *Prestige, authority, power, influence, status - Online Te Aka Māori Dictionary (Moorfield, 2024)*

This Strategy aims to move beyond regulatory frameworks by providing operational guidance across the 10 interconnected objectives that together provide:

01 A framework that prioritises te taiao while incorporating human connections and relationships in decision making.

02 Multi-objective options for work program alignment across agencies, community groups and stakeholders

03 Objective-based evaluation measures for project assessment and development

04 An expectation for aligning restoration activities with sustainable economic opportunities

05 Pathways for community participation and contribution that require coordinated engagement between all parties.

The Strategy prioritises practical outcomes over aspirational targets, requiring sustained commitment and collaboration. The ten objectives below set out the guiding expectations that should be considered by the Strategy Partners, stakeholders and communities active in the Waiwhakaata catchment.

OBJECTIVES

01

Utu/Reciprocity

Toitū te marae o Tāne, Toitū te marae o Tangaroa, Toitū te Iwi Toitū
Care for the land, care for the water, and the people will be sustained.

02

Wai/Water

The mauri of wai[3] is restored, with the natural function and water quality of Waiwhakaata reflecting the name of the lake.

03

Ki Uta Ki Tai [4]

The mauri of Waiwhakaata is enhanced allowing the wairua to thrive with minimal intervention or management.

04

Mahinga Kai

Waiwhakaata supports thriving indigenous biodiversity that enables the practice of mahinga kai.

05

Matching Use, Capability, and Mauri

The mauri of Waiwhakaata is sustained through land-use activities that reflect land capability and environmental limits.

06

Kaupapa Māori and Science Monitoring

Indicators and measures of success using multiple knowledge systems are co-designed, monitored and reported on annually.

07

Informed Restoration

Contaminant monitoring is informing decision-making to restore Waiwhakaata ecological systems back to natural nutrient levels and hauora.

08

Whakawhānaungatanga: Collaborative Action

Partners, stakeholders, and the community of Waiwhakaata are actively engaged and take ownership of the lake's restoration, expressing the principle of kotahitanga.

09

Te Ōhanga/Socio- Economics

Economic activity in the Waiwhakaata catchment is expected to restore natural balance, ensuring tangible benefits for te taiao and the wider community.

10

Capability, Capacity and Knowledge Systems

Diverse knowledge systems enhance capability and capacity amongst the Strategy Partners.

The application of these objectives as a primary framework ensures activities contribute effectively to the strategic vision:

**To uphold the mana of the name, Waiwhakaata,
so our actions are reflected in the waters.**

[3] Water
[4] Emphasises holistic management of the interrelated elements within and between catchments, from the air and atmosphere to the land and the coastal environment, implementation will require a collaborative approach – Kai Tahu Ki Otago Natural Resource Management Plan (2005). An indigenous resource management framework assisting Kāi Tahu to achieve more meaningful rangatiratanga and kaitiakitanga. It reflects the knowledge that resources are connected, from the mountains to the sea, and must be managed as such and that we belong to the environment and are only borrowing the resources from our generations that are yet to come – Te Tangi a Tauira (2008)

Working in this way will assist the understanding of those seeking to enhance the mauri of Waiwhakaata whether through statutory responsibilities, commercial activities, or community initiatives. The Strategy Partners' priority commitment is to confirm action plans that will direct on the ground projects while creating space for community-led initiatives. The objectives will be used as success metrics for monitoring and reporting against, to ensure actions align with this Strategy.

The Strategy functions as both an implementation framework and a transferable model for other catchments, demonstrating the efficacy of integrated management approaches that unite mana whenua, statutory authorities, stakeholders and communities.

Mapping The Road Ahead

As a framework for informing future collaborative actions of the Partners, this strategy will also be used to shape how the partners can work with the community to achieve the vision. The following steps have been identified by the Partners to progress this strategy:

1. Undertake a stocktake of all activities in the catchment contributing to the enhancement of the mauri of Waiwhakaata.
2. Engage with the Waiwhakaata community to begin dialogue about priority actions that align with this strategy.
3. Develop a work programme informed by the stocktake and community feedback on priorities to optimise collective resources to deliver action on the ground.



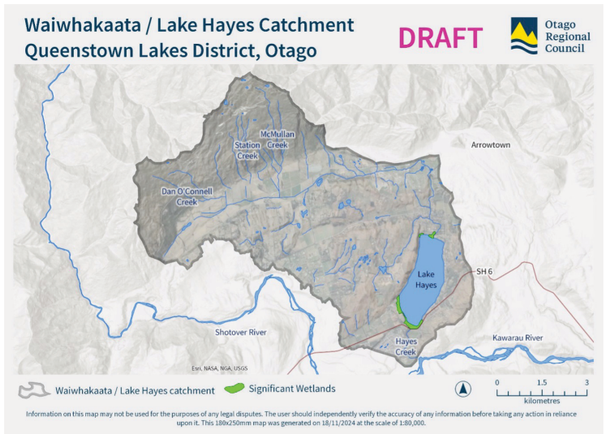
Image Credit Mike Hanff

INTRODUCTION

The Waiwhakaata Strategy (the Strategy) represents a critical juncture in the ongoing efforts to restore and safeguard this environment. Waiwhakaata, also known as Lake Hayes, has long been part of important associations and practices for Kāi Tahu and more recently as an iconic feature of the Whakatipu Waimāori landscape, admired for its natural beauty and recreational opportunities. However, like many of New Zealand's waterways, Waiwhakaata has encountered significant environmental challenges in recent decades, primarily due to the cumulative impacts of land use activities within its catchment.

In response to these broader environmental effects generated beyond the lake, the Strategy encompasses the hydrological catchment and associated lands but importantly represents the interdependent connections beyond these geographic boundaries. This Strategy deliberately avoids the application of a catchment construct to ensure that it is not constrained by any one paradigm.

The Strategy embodies the Kāi Tahu philosophy of ki uta ki tai acknowledging that the health of Waiwhakaata is inextricably linked to the wellbeing of the entire Whakatipu Waimāori ecosystem and the communities it supports. This Strategy transcends a conventional environmental management plan; it presents a vision for the future of the lake and its surrounding catchment that recognises the interconnectedness of environmental, Kāi Tahu, social, and economic factors. This Strategy positions the Waiwhakaata environment in a broader biophysical and metaphysical context, in doing so this acknowledges that, nature and our relationships, should not be constrained by lines on maps.



This Strategy emerges from a collective recognition that a coordinated, comprehensive approach to addressing these challenges is imperative. It builds on previous initiatives, most notably the 1995 Lake Hayes Management Strategy (the 1995 Management Strategy), while embracing a more holistic, partnership-driven approach that reflects contemporary understanding of environmental management in the context of Te Tiriti o Waitangi. This latest Strategy combines previous management, recent science and Kāi Tahu assessments. And is underpinned by a multitude of supporting information, from the Ngāi Tahu Settlement to local government resource management plans, to improve the management of Waiwhakaata.

The strength of the Waiwhakaata Strategy is its partnership approach, convening key Partners in a collaborative effort to achieve shared objectives, in practice. The Waiwhakaata Strategy Partners (the Partners) include the relevant Kāi Tahu Papatipu Rūnanga[5] (represented by two Kāi Tahu whānau, and kaimahi from Aukaha and Te Ao Mārama Inc.), Otago Regional Council (ORC), Queenstown Lakes District Council (QLDC), Friends of Lake Hayes (FOLH) and Te Papa Atawhai/Department of Conservation (DOC). This partnership represents a significant evolution from previous management approaches, recognising the need for a more inclusive, model that leverages the unique strengths and perspectives of each of the Partners and upholds Te Tiriti o Waitangi. An updated vision for Waiwhakaata encapsulates a commitment to respecting the significance of Waiwhakaata to the Strategy Partners while emphasising the responsibility of all stakeholders to act in ways that positively impact the health of the lake and catchment. The vision seeks to challenge how behaviours and actions will be 'reflected' in the waterbodies, both literally in terms of water quality, and metaphorically in changes to the overall wellbeing.

This Strategy delineates a comprehensive and equitable framework for achieving the vision, addressing environmental management, Kāi Tahu reconnection, social and recreational values, economic sustainability, education and awareness, and governance and implementation. It establishes objectives to guide implementation and measure progress, recognising that the restoration of Waiwhakaata will be achieved over the long-term requiring a sustained effort and commitment from all Partners and the wider community. The Strategy Partners enter this commitment with an acute sense of responsibility to both past and future generations – ka mua, ka muri: we walk backwards into the future, drawing lessons from the past to inform our steps forward.

[5] *Moeraki, Kāti Huirapa ki Puketeraki, Ōtākou, Hokonui, Waihopai, Awarua, Ōraka-Aparima.*

KA MUA, KA MURI

How did we get here?

The 1995 Management Strategy was a first joint attempt to address the degrading water quality of the lake. Based largely on the regulatory frameworks of the Otago Regional Council Water Plan and the Queenstown Lakes District Plan, the 1995 Management Strategy focused on water use, quality, quantity and the impacts of land use on water.

Since its release, parts of the 1995 Management Strategy have been implemented but there has been a lack of coordinated action across all responsible agencies and partners. The 1995 Management Strategy primarily responded to the key issues driving declining lake water quality with few references to the expectations and objectives of Kāi Tahu and the Waiwhakaata community to enable their contributions. Some aspects of the 1995 Management Strategy were ahead of its time, but this positive ambition also created barriers when policies became too difficult to accomplish, such as acquiring 100 hectares of land for wetlands and sediment traps. At times the prioritisation and implementation of the 1995 Management Strategy became difficult to achieve amongst competing environmental demands for resources.

Some elements of the 1995 Management Strategy have progressed but several of the issues, objectives and actions are yet to be achieved. Different approaches and technologies have developed over time impacting how these objectives and policies can be achieved including changes to regulatory frameworks and the social license to operate. Enhanced science and collaborative approaches have been developed including significant external funding for environmental projects and growing recognition of the partnership with Kāi Tahu.

In the last 10 years several watershed events have refocused the Partners' efforts to action the 1995 Management Strategy. In 2017 Waiwhakaata was identified as an 'at risk' waterbody leading to the Friends of Lake Hayes (FOLH) reigniting interest in Waiwhakaata by emphasis on the importance of addressing the lakes poor water quality and dusting off the 1995 Management Strategy. Since then, numerous scientific and technical reports have been produced in an effort to inform restoration of the lake. The application of this knowledge has led to greater investment including a water quality monitoring buoy and the diversion of water from the Haehaenui/Arrow River to Mill Creek.

In 2021 Jobs for Nature resources were invested in conservation work programmes around Waiwhakaata, to protect and restore areas of the catchment including wetland enhancement and creation, riparian fencing and planting, and weed/pest management. In 2023 a project was initiated by Queenstown Lakes District Council (QLDC) to recloak Coronet Peak in indigenous vegetation following the removal of a large area of forestry in the headwaters of Waiwhakaata. At the same time two Kāi Tahu entities Aukaha and Te Ao Mārama Inc. released their respective reports, Waiwhakaata Cultural Values Statement and Waiwhakaata Environmental Statement of Expectations. This final step galvanised the Partners to commission this Strategy.

Current Context and Organisational Stocktake

Today, the Partners acknowledge their respective organisations have matured over the intervening 30 years since the 1995 Management Strategy. The Partners are committed to enhancing Waiwhakaata and are better equipped to take a more inclusive approach to resource management. There is a strong emphasis on working in partnership with Kāi Tahu to progress towards successful outcomes for Waiwhakaata. The partnership has been established on the basis of an equitable approach that provides space for each Partner in the process of developing and implementing this Strategy. There is also a commitment to engage with the community and the introduction of the economic aspects of valuing Waiwhakaata and working with a number of commercial activities in the area. Details about the Strategy Partners are included in Appendix 1.

Key Documents

All Partners functions and responsibilities are informed by key documents. These are listed in Appendix 2 and are summarised for the purposes of this document. There are a number of statutory and non-statutory documents and research reports that also inform this strategy. They are similarly reflected throughout this Strategy.

NON PARTNER DOCUMENTS

A recent report by the Parliamentary Commissioner for the Environment (PCE), Going with the grain (2024), explores different land use changes to changing landscapes. The PCE report is a predominantly rural/farming/forestry context however it has direct application in the Waiwhakaata catchment in several ways. Some of the relevant elements include a catchment focus, integrated management, local collaborative decision making and governance models, enhanced access and quality of information, innovative economic and financial tools and reducing barriers. The one area that received little attention in the PCE report was the benefits and importance of working equitably with mana whenua.

CONFIRMING
AN ENDURING COMMITMENT

Where are we going?

Like the 1995 Management Strategy this Strategy is primarily focused on enhancing the environment in the Waiwhakaata catchment. In addition, it deliberately draws the social and cultural ecological systems together ensuring that associations, values and practices of communities are a part of the environment.

This is an important distinction that connects to all Partners' expectations for the future of Waiwhakaata and that in time the mauri of the natural systems will be restored to a point where they can function more naturally, rather than being in a state requiring high levels of intervention and management. This means that the communities who reside, visit and use this area are doing so within the capacity of the catchment to sustain any effects they generate.

The Strategy also places importance on the wider region, other waterbodies, catchments and communities. The Strategy Partners have deliberately designed the Waiwhakaata Strategy as an exemplar for other catchments and waterbodies within Whakatipu Waimāori including, Kimiākau/Shotover River, Kawerau River, Haehaenui/Arrow River. This relates to the secondary purpose of this Strategy, to test and inform a model that can be transferred to other areas to achieve similar outcomes. The Strategy Partners are also aware of reducing the effects on other communities who may be some distance from Waiwhakaata, such as those along the Mata-Au/Clutha River who will continue to be impacted by environmental effects resulting from the management of Waiwhakaata.

This Strategy is a non-statutory plan (similar to the previous 1995 Management Strategy) that is sought to be adopted and committed to by each Partner using mechanisms that align with their organisational context and processes. Presently there is provision for continued investment in resource management issues in the catchment by QLDC and ORC with a reciprocal investment of capacity and prioritisation by FOLH, DOC and Kāi Tahu.

A Formal Relationship Agreement

The Waiwhakaata Strategy represents a paradigm shift in the environmental management of the lake, its catchment and surrounds by placing the mauri and mana of Waiwhakaata (Lake Hayes) at its core. This approach transcends traditional regulatory frameworks or integrated catchment management tools by embracing a holistic, partnership-driven model that upholds Te Tiriti o Waitangi and reflects the interconnectedness of environmental, Kāi Tahu, social, and economic factors. In recognition of this paradigm shift in environmental management the Partners seek to pursue a formal relationship agreement that reflects their commitment to achieving this Strategy.

A relationship agreement represents a collective commitment to sustain and strengthen relationships through embedded organisational capital. A relationship agreement also includes mechanisms for sustaining and guiding collaborative processes such as the nature and frequency of governance and management engagement, annual planning/funding, operational project management, communications, monitoring and reporting. It is proposed to be structured around the following decision-making principles:

PROPOSED DECISION-MAKING PRINCIPLES

(a) prioritise the mauri, intrinsic value and wellbeing of te taiao and the eternal relationship Ngāi Tahu has with Waiwhakaata

(b) uphold the Ngāi Tahu Settlement and the principles of Te Tiriti o Waitangi/the Treaty of Waitangi

(c) recognise the obligations and responsibilities that tangata whenua, regulatory authorities, and private owners have to te taiao

(d) recognise the role of people and communities (including landowners) as stewards

(e) recognise the bond between mana whenua and te taiao based on whakapapa relationships

(f) enable the application of te ao Ngāi Tahu and mātauranga Ngāi Tahu alongside western science and knowledge, in fulfilling collective responsibilities to te taiao

(g) form equitable and effective partnerships amongst the Strategy Partners and the community

(h) ensure informed decision making is achieved by having the information required available in a timely and equitable fashion.

PURPOSE

WHY DOES THIS STRATEGY EXIST?

The overarching purpose of this Strategy is whakakotahitanga[6]:

Combined Partners' strengths accelerate environmental action and restore the hauora of land and water through equitable, collaborative management.

A secondary purpose has been identified:

The Waiwhakaata Strategy is an exemplar for other catchments that is transferable and adaptable.

This Strategy will be evaluated by the Partners at a time when sufficient progress has been achieved to inform a clearer understanding of how a similar strategic approach could be adapted and transferred to other catchments. A staged approach also acknowledges that different environmental management processes, and numerous community organisations are operating across the region.

[6] Whakakotahitanga is the act of working in unity, togetherness, solidarity through collective action.

[7] Wellbeing

VISION

WHAT INSPIRES US?

The overarching vision of the Waiwhakaata Strategy is:

To uphold the mana of the name, Waiwhakaata, so our actions are reflected in the waters

Te pupuri i te mana o tō mātou ingoa, o Waiwhakaata, e whakaatatia ai ā mātou mahi i ngā wai

This vision statement confirms the longstanding Kāi Tahu associations with Waiwhakaata and the Whakatipu Waimāori area through enduring ahikāroa, their expectations to exercise rangatiratanga and uphold their kaitiaki responsibilities alongside the Strategy Partners.

The vision offers a place where the Strategy Partners and the community can collaborate with each other and see how their collective efforts can combine together for the benefit of Waiwhakaata. The vision applies the meaning of Waiwhakaata in a way that requires all Partners to self-reflect and reflect on each other's actions to protect and restore the mauri of the environment, when they look into the waters of Waiwhakaata. The vision also confirms the paramountcy of water as central to the interdependent connections across communities and te taiao[8] as an indicator of hauora, ki uta ki tai.

Expectations to guide the Vision

Four expectations underpin the vision to help guide the implementation of the Strategy, including how success is measured and monitored. The four supporting expectations are:

1. Waiwhakaata is recognised as part of an integrated freshwater system, ki uta ki tai, encompassing the Mill Creek catchment, and extending to the Mata-au and the sea.
2. Ka mua, ka muri informs our long term thinking in a whakapapa context – past-present-future[9].
3. Te mana o te wai and te taiao is enhanced through utu (reciprocity actions) to restore the mauri of Waiwhakaata.
4. Te Tiriti/the Treaty underpins the relationship between the Strategy Partners and is expressed through kotahitanga with stakeholders and the wider community.

[8] The environment
[9] This whakatauki can be understood metaphorically as walking backwards into the future – learning from the past so as not to make the same mistakes now and in the future. This approach is a response to the decade's long prevalence of a short term growth paradigm.

OBJECTIVES

TO ACHIEVE THE VSION

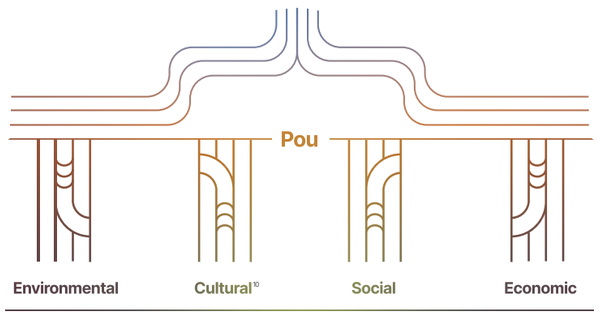
Applying kotahitanga though a ki uta ki tai lens

The previous 1995 Management Strategy was primarily focused on the improvement of lake water quality and tributaries, drawing connections to other activities that impact water quality, such as land development and unmanaged discharges. Moving beyond an historic focus on water, this Strategy broadens the scope to include the environmental expectations and objectives of Kāi Tahu and the community for Waiwhakaata.

There is also a focus on an economic context to enhance the management of Waiwhakaata by exploring opportunities for sustainable economic investment that supports environmental, social and Kāi Tahu outcomes. The Partners acknowledge there must be space in this Strategy for people to exist as part of the environment and, through the environmental enhancement of Waiwhakaata as a priority, return value to the communities who contribute, and benefit.

Guiding pou

The approach of this Strategy is designed to address four pou that together offer a framework for sustainable management of Waiwhakaata, including:



[10] *The inclusion of a cultural pou should not be interpreted as constraining the expectations and aspirations of Ngāi Tahu to one sphere of influence, its inclusion is more conceptual in nature. Rather, Ngāi Tahu expectations and aspirations are woven throughout the other three pou, environmental, economic and social reflecting the way Ngāi Tahu understand their relationship with te taiao.*

Waiwhakaata Objectives

The objectives have been co-designed during a series of collaborative engagements during the last 2 years in the process of creating this Strategy.

01 Utu/Reciprocity

Toitū te marae o Tāne, Toitū te marae o Tangaroa, Toitū te Iwi Toitū
Care for the land, care for the water, and the people will be sustained.

02 Wai/Water

The mauri of wai[11] is restored, with the natural function and water quality of Waiwhakaata reflecting the name of the lake.

03 Ki Uta Ki Tai

The mauri of Waiwhakaata is enhanced allowing the wairua to thrive with minimal intervention or management.

04 Mahinga Kai

Waiwhakaata supports thriving indigenous biodiversity that enables the practice of mahinga kai.

05 Matching Use, Capability, and Mauri

The mauri of Waiwhakaata is sustained through land-use activities that reflect land capability and environmental limits.

06 Kaupapa Māori and Science Monitoring

Indicators and measures of success using multiple knowledge systems are co-designed, monitored and reported on annually.

07 Informed Restoration

Contaminant monitoring is informing decision-making to restore Waiwhakaata ecological systems back to natural nutrient levels and hauora.

08 Whakawhanaungatanga: Collaborative Action

Partners, stakeholders, and the community of Waiwhakaata are actively engaged and take ownership of the lake's restoration, expressing the principle of kotahitanga.

09 Te Ōhanga / Socio-Economics

Economic activity in the Waiwhakaata catchment is expected to restore natural balance, ensuring tangible benefits for te taiao and the wider community.

10 Capability, Capacity and Knowledge Systems

Diverse knowledge systems enhance capability and capacity amongst the Strategy Partners.

[11] *Water*

UTU/RECIPROCITY: RESTORING BALANCE

WAI/WATER

Objective 01

Toitū te marae o Tāne, Toitū te marae o Tangaroa, Toitū te Iwi

Care for the land, care for the water, and the people will be sustained.

This whakatauki is set out as the first objective to assist with placing the following objectives in order as well as how they are woven together. This objective seeks continuous improvement reflecting not only the need to restore Waiwhakaata and the catchment but to also reflect that achieving enhanced hauora[12] across land and the water the better quality life communities will enjoy as part of the natural system. Objective one makes clear that the environment is the primary focus of this strategy.

[12] *Hauora is understood to be a state of health, which can be thought of as meaning fit, well, vigorous and robust, describing a healthy resilience for waterbodies. When a waterbody is no longer in the state of hauora, then is it degraded - Bartlett, M. et al. (2020) Draft Murihiku Southland Freshwater Objectives, p.5*

Objective 02

The mauri of wai[13] is restored, with the natural function and water quality of Waiwhakaata reflecting the name of the lake.

Te wai o Waiwhakaata te toto o te whenua – the water of Waiwhakaata is the lifeblood of the land. This statement indicates the paramount nature of wai as the connecting element within Waiwhakaata which also sustains the way the Partners interact with the environment. In support of the responsibilities of the Regional Council to manage water, the expression of Te Mana o Te Wai is an important context for Kāi Tahu. The qualities of Te Mana o te Wai requires identification of those combined elements that support hauora, or the health and well-being of waterbodies, and their associated environment and communities.

The multiple classifications, uses and measurement of wai in a Kāi Tahu paradigm should be used as key mechanisms to emphasise attributes that can influence the way wai is managed, prioritised, and restored. Wai is seen as a central element of te taiao that enables the tangible and metaphysical connection across all objectives in this Strategy. Water incorporates the spiritual qualities of mauri and wairua, and the well-being of these qualities is dependent on the physical health of the water making an explicit connection to the vision of this Strategy.

[13] *Water*

Objective 03

Waiwhakaata is managed as part of an integrated catchment in which all elements are seen as interconnected along waterways and across landscapes.

Ki uta ki tai is a Kāi Tahu environmental philosophy recognising that everything is connected and must be managed as such. Ki uta ki tai reflects that mana whenua (people) belong to the environment and are only borrowing the resources from generations that are yet to come. Ki uta ki tai is the basis of Kāi Tahu Iwi Management Plans and is frequently recognised in local government planning documents creating an opportunity for all resource users to enhance their management practices and undertake a holistic approach to environmental outcomes[14]. Ki uta ki tai is important for the framing of this Strategy not only for Waiwhakaata but also the wider Whakatipu Waimāori region. Ki uta ki tai should not be thought of as linear, or only as pathways from mountains to the sea such as rivers, it is more about the interdependent relationships across landscapes and within nature, including people.

[14] *Te Tangi o Te Tauira, 2008*

Objective 04

Waiwhakaata supports thriving indigenous biodiversity that enables the practice of mahinga kai.

Mahinga kai was, and is, central to the Kāi Tahu identity and way of life. The management, collection and processing of mahinga kai is an important ecological, social and economic activity. Fundamental to Kāi Tahu culture is the ability to learn and practice customary gathering of food and other resources, to put kai on the table at the marae and at home, and to ensure customary knowledge and practices are passed on from generation to generation[15]. Mana whenua aspirations and expectations for mahinga kai are commonly expressed in any management tool relating to the environment, also noting its fundamental position in Kāi Tahu cultural identity, social cohesion, and economy. Mahinga kai is considered by Kāi Tahu to be, in today's language, the principal 'environmental indicator' in natural systems. If mahinga kai is not present, is unsafe or unable to harvested, then that natural system is under stress and requires remedial action.

Mahinga kai can also be a proxy for representing healthy ecology. For instance, when there is species abundance and the ecological systems are resilient, biodiversity is thriving. Equitable governance and management of natural resources, including mahinga kai practices, supported by mātauranga and western science, can significantly enhance biodiversity outcomes[16]. The Waiwhakaata Strategy area includes many important mahinga kai which highlight Kāi Tahu associations. The area was well known for seasonal harvest and management of bird species and resources such as plant fibre, plants for mōkihi to move along waterways, weka, many plant and fish species. Currently access to and availability of mahinga kai is very limited and predominantly governed and managed by Crown agencies.

[15] *Aukaha (2023). Cultural Values Statement: Waiwhakaata*
[16] *Tauli-Corpuz, et al., (2020). Cornered by PAs: Adopting rights-based approaches to enable cost-effective conservation and climate action.*

MATCHING USE, CAPABILITY, AND MAURI

Objective 05

The mauri of Waiwhakaata is sustained through land-use activities that reflect land capability and environmental limits.

Since colonial settlement land around Waiwhakaata has been used for a variety of exploitative purposes with resulting impacts from these uses on nature and communities, particularly downstream effects. More recently residential development has contributed significant environmental effects through unmanaged discharges in and around Waiwhakaata including downstream. These activities have significantly changed the whenua[17] from its original identity and degraded many of the associations that connect Ngāi Tahu. This objective seeks to introduce a more sustainable approach to those areas of the environment where the Partners can influence the type of land use that occurs. The approach is to match the capacity of land with a relevant land use in an effort to reduce environmental effects and where possible enhance environmental outcomes such as ecological restoration and community wellbeing and restore whakapapa connections.

[17] *Land*

KAUPAPA MĀORI AND SCIENCE MONITORING

Objective 06

Indicators and measures of success using multiple knowledge systems are co-designed, monitored and reported on annually

Currently the monitoring programme for Waiwhakaata has a predominant focus on water. This Strategy requires a broader range of socio-ecological elements to the scope that should be reflected in the monitoring programme to match. This objective enables Partners to make informed decisions about the investment in actions to deliver the Strategy and to understand the efficacy of any decisions by analysing the relevant monitoring data. New indicators will be needed such as the measurement of mauri however existing monitoring frameworks already in use could be adopted or adapted for Waiwhakaata.

INFORMED RESTORATION

WHAKAWHANUANGATANGA: COLLABORATIVE ACTION

Objective 07

Contaminant monitoring is informing decision-making to restore Waiwhakaata ecological systems back to natural nutrient levels and

Waiwhakaata is typical of many catchments in the region that have undergone significant land use transformation over the previous 150 years. Today the lands and waters are the subject of higher than normal effects from contaminants including chemical elements such as phosphorus and nitrogen based compounds, sediments, pathogens such as e-colli and heavy metals. While there is a slow but steady improvement to some contaminant measures over the last decade, many are still at levels in excess of what the environment can naturally manage resulting in Waiwhakaata being in a state of degradation rather than hauora. In addition, the methods and type of contaminants measured and monitored has changed over time.

Objective 08

Partners, stakeholders, and the community of Waiwhakaata are actively engaged and take ownership of the lake's restoration, expressing the principle of kotahitanga.

This Strategy will succeed through support and buy in of the community, including residents, visitors and businesses around Waiwhakaata. To address this a communications and engagement plan is required to guide Partners' relationships with the community. The plan should ensure the community is informed of actions and outcomes in delivering this Strategy, opportunities for engagement to get involved, and contribute to actions and to understand the benefits and value being achieved. The communications and engagement plan should be a collective plan that supports the role FOLH have played in recent years and be informed by a comprehensive stakeholder mapping exercise to understand the scale and interconnections of the communities involved. An engagement plan should emphasise education around delivering on a new environmental management paradigm as represented in this Strategy.

TE ŌHANGA/SOCIO-ECONOMICS

Objective 09

Economic activity in the Waiwhakaata catchment is expected to restore natural balance, ensuring tangible benefits for te taiao and the wider community.

Economic development frequently generates environmental effects particularly land use, often occurring at the expense of nature and communities. This Strategy seeks to encourage the development of approaches and mechanisms that are environmentally sustainable and beneficial for te taiao. Using land for economic benefit in the Waiwhakaata catchment comes with an expectation there is a reciprocal level of benefit that aligns with the objectives of the Waiwhakaata Strategy, ensuring environmental restoration, sustainability, and tangible benefits for te taiao and the wider community. In order to progress this approach, the costs for the objectives and associated actions will need to be quantified such as the cost for removing sediment from the catchment until such time as a 'natural, no/low cost' nutrient budget is achieved.

CAPABILITY, CAPACITY AND KNOWLEDGE SYSTEMS

Objective 10

Diverse knowledge systems enhance capability and capacity amongst the Strategy Partners.

One of the keys to making progress in environmental management is the capability and capacity of Partners to affect change through the contribution of different knowledge systems. This objective acknowledges that different knowledge systems such as mātauraka and western science can exist alongside one another equitably which is supported by increasing evidence that diverse knowledge combined can lead to substantially better outcomes. Improved understanding of other's paradigms through targeted education also builds depth and trust that will enable Partners to undertake actions that extend across paradigms. Education provides pathways to understand the how contributions can be made in numerous ways beyond regulation such as, clarifying how to demonstrate improvements to nutrient runoff caused by development beyond enforcing regulatory provisions in the district plan. Kotahitanga also seeks to enhance knowledge by leveraging strong relationships for effective processes, avoiding the duplication of investment and tendency to work in siloes.

MOVING FROM OBJECTIVES TO ACTION ON THE GROUND

The objectives of this strategy create the scaffolding for the Strategy Partners to work more cohesively and effectively in their delivery through actions. They offer medium to long term guidance to support practical outcomes and are sufficient in their scope for a range of actions to be undertaken.

The objectives are designed to guide practically based outcomes rather than be aspirational, requiring consistent commitment over time to be successful. Several of the concepts and terms used come from a Kāi Tahu context, reflecting the diversity of knowledge systems that are essential to a collaborative approach to address complex environmental issues.

The objectives reflect a holistic approach to enhance the cohesion between the roles, responsibilities and paradigms of the Partners who have co-produced them. This approach avoids over-reliance on any one regulatory framework, and combined, the objectives reflect a future paradigm shift in the approach to environmental management in the Whakatipu Waimāori area and the wider region. This Strategy is designed to be a living document which should be regularly reviewed and updated by the Partners to take account of future development around Waiwhakaata and as aspects of te taiao change and improve.

Next Steps: Mapping The Road Ahead

The Partners are committed to ensuring this Strategy is implemented. To achieve these objectives, the Partners have agreed to several next steps to secure the delivery of this strategy over the medium to long term. The Strategy will also be used to inform their collaborative actions and shape how the Partners can work with the community to achieve the vision by progressing the following:

Step 1: Explore options for a formal relationship agreement between the Strategy Partners.

Step 2: Undertake a stocktake of all activities in the catchment contributing to the enhancement of the mauri of Waiwhakaata.

Step 3: Engage with the Waiwhakaata community to begin dialogue about priority actions that align with this strategy.

Step 4: Develop a work programme informed by the stocktake and community feedback on priorities to optimise collective resources to deliver action on the ground.

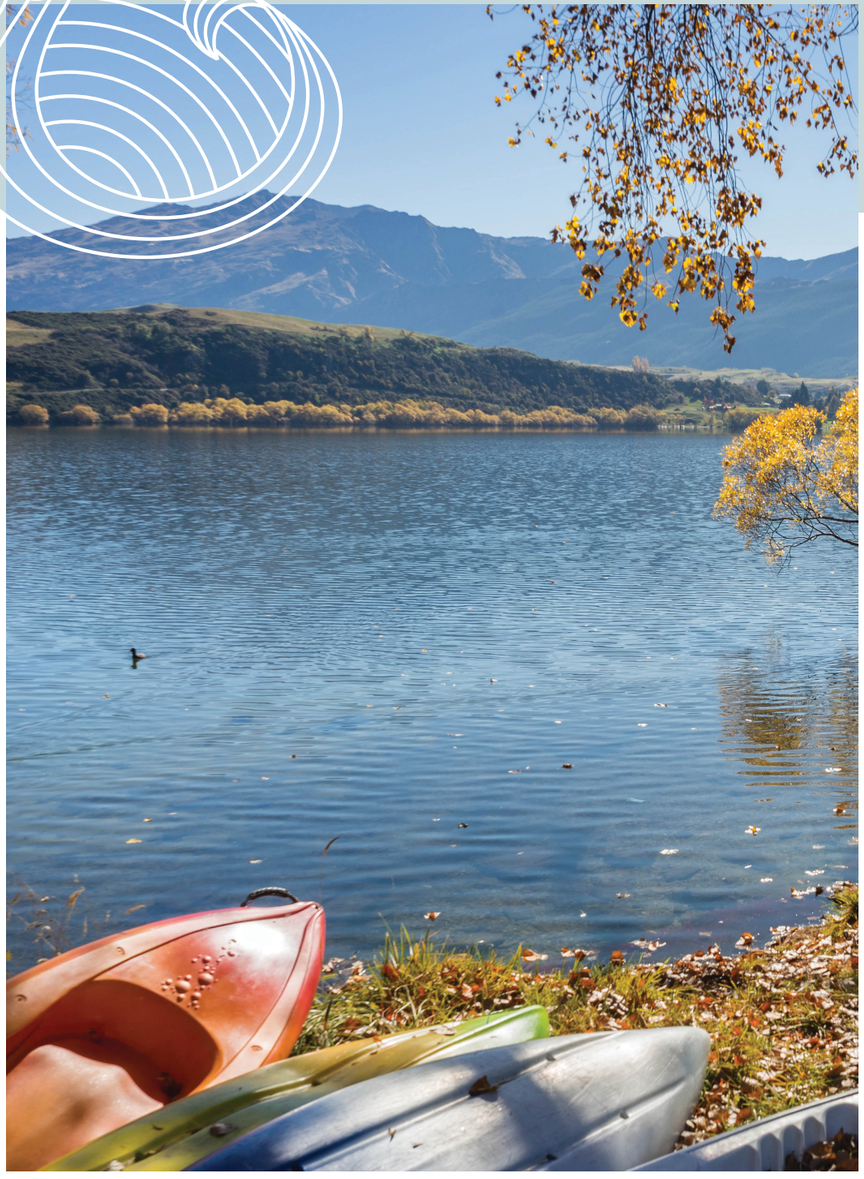


Image Credit Shutterstock

APPENDIX 1:

SUMMARY TABLES OF STRATEGY PARTNERS' ROLES RESPONSIBILITIES AND WORK PROGRAMMES

The five Strategy Partners involved in the development of this Strategy established a working group to complete this task. Each Partner brings diverse strengths and expertise that together are more effective than acting individually. This appendix contains a brief stocktake of the Strategy Partners, their roles, responsibilities and some of their current activities and focus areas in the catchment currently. The purpose of this is to ensure there is accurate acknowledgement of the functions and areas of influence of each of the Partners. The stocktake is included to inform the Strategy as it evolves and identify accountabilities when considering implementation during phase two of the Strategy.

PARTNER: FRIENDS OF LAKE HAYES (FOLH)

Description:

The Friends of Lake Hayes is a charitable society formed in 2008 by a group of local property owners who were concerned about the deteriorating water quality of Waiwhakaata (Lake Hayes). They are working together to restore the water quality at Waiwhakaata through lobbying, raising public awareness, and research.

The group's purpose is, "to do whatever is reasonably necessary to enhance and maintain the quality of water in the lake for the benefit of use and enjoyment of everybody residing in the vicinity of Lake Hayes and for all visitors and users of the lake."

Role and Responsibilities in the Waiwhakaata Catchment:

The primary role of FOLH is to work with councils, the Department of Conservation, and other agencies on lake management policies and development impacts. FOLH also commission and support scientific research studies to understand lake behaviour and explore restoration methods. The group has also opposed some development proposals that could further degrade the lake's catchment.

Current/Ongoing Projects in the Catchment:

Lake Hayes Vision Project (2021): In 2021, the FOLH and e3 Scientific developed a catchment management plan to reduce contaminant loads to Lake Hayes, called the Vision Lake Hayes (FOLH 2021). This plan aims to map contaminant sources in the catchment and set out areas for mitigations including the enhancement of existing wetlands, the development of extensive riparian vegetation corridors along creek banks, the installation and maintenance of sediment traps, and the construction of a wetland just back from the north shore of the lake. Some of the catchment mitigation work outlined in Vision Lake Hayes is currently being implemented[18].

Arrow River Diversion (with ORC): Designed to pipe water from the existing Arrow River irrigation scheme, near Macetown, to augment the water volume of Mill Creek at Millbrook. From there, the irrigation water is piped into Lake Hayes.

Member of Waiwhakaata Lake Hayes Strategy Group: The Waiwhakaata Lake Hayes Strategy Group has been set up to revise the 1995 Lake Hayes Management Strategy and develop a new action plan for the lake. The Strategy Group includes representatives from Mana Whenua, Otago Regional Council, Queenstown Lakes District Council, the Department of Conservation, and Friends of Lake Hayes.

Synergies and Gaps Analysis:

FOLH has regularly monitored and undertaken research relating to water quality. This knowledge makes an important contribution to the deeper understanding of the key water quality drivers, which is poor but generally improving.

An opportunity exists to work collaboratively as a key partner to confirm the key actions and research that continue and potentially enhance water quality further.

FOLH see a more joined up approach across all partners will enable water quality hot spots and activities to shift the dial to be identified and targeted.

While water quality is a major issue in the catchment it is one element of many that requires attention in the strategy.

[18] *742908_003ee998c0b246fea6ba61fe32d202b8.pdf (savelakehayes.org.nz)*

PARTNER: TE AO MĀRAMA INC. (TAMI)

Description:

Te Ao Mārama Inc. (TAMI) represents Ngai Tahu ki Murihiku mana whenua for resource management and local government purposes. The membership of TAMI is made up of the four Papatipu Rūnanga. in Murihiku:

- Te Rūnaka o Awarua
- Hokonui Rūnanga
- Ōraka/Aparima Rūnaka
- Waihopai Rūnaka

Role and Responsibilities in the Waiwhakaata Catchment:

Papatipu Rūnanga hold shared mana whenua, rangatiratanga, and kaitiaki obligations throughout the catchment. This is a shared interest area with the Papatipu Rūnanga represented by Aukaha. A key focus for TAMI is to achieve their expectations under the Resource Management Act and Local Government Act. These expectations are set out in the relevant Iwi Management Plan - Te Tangi o te Tauira, and other documents and reports they have produced.

Current/Ongoing Projects in the Catchment:

Member of Waiwhakaata/Lake Hayes Strategy Group: The Waiwhakaata Lake Hayes Strategy Group has been set up to revise the 1995 Lake Hayes Management Strategy and develop a new action plan for the lake. The Strategy Group includes representatives from Mana Whenua, Otago Regional Council, Queenstown Lakes District Council, the Department of Conservation, and Friends of Lake Hayes.

Involved in local and central government processes and programmes: RMA consultation, research, policy development, cultural advice, conservation, and Crown projects.

The Ngāi Tahu ki Murihiku Environmental Statement of Expectation for Waiwhakaata was completed in 2023. The Environmental Statement of Expectations outlines strategic objectives for Waiwhakaata through the mātauranga, kawa and tikanga of Ngāi Tahu ki Murihiku. This is a critical step for Ngāi Tahu ki Murihiku in considering biocultural, environmental, and intergenerational outcomes for the lake and catchment. The approach outlined in the Environmental Statement of Expectation aids Ngāi Tahu Whānui with:

1. Long-term visioning and goal setting.
2. Defining baselines, expectations and measures of success.
3. Identifying where the best points of influence are for any matters to be addressed or progressed.
4. Commonality in reasoning and outcomes sought.
5. Effectively using everyone's skills, time and resources[11].

Synergies and Gaps Analysis:

Beyond the contribution of the Waiwhakaata Environmental Statement of Expectation the Iwi Management Plan (IMP) Te Tangi o te Tauira provides clear strategic and policy guidance on the expectations of ngā Papatipu Rūnanga ki Murihiku.

While the IMP identifies targeted policies and issues relating to multiple environmental matters the kaupapa of the plan provides a holistic approach to understanding the environment and importantly about the place of people as part of nature, not separate from it. This is fundamental to how a strategy such as this for Waiwhakaata should be considered ensuring that the linkages of waterways, species, trails, resource use and occupation of these environments are thought of in a connected context. A strategy that takes the catchment (and wider environments) into account allows a systems approach to be taken. This approach seeks to avoid further disruption of the environment from further fragmentation and therefore become more vulnerable to development pressure and change.

Waiwhakaata sits in the High Country section of Te Tangi and includes policy guidance about mahinga kai, Biodiversity, Biosecurity, cultural landscapes and freshwater, all set in a ki uta ki tai construct.

TAMI do not have the capacity to deliver on all its priorities. Working in partnership on a catchment scale enhances what is achievable as a single entity. TAMI attempt to focus on outcomes but can be drawn into reactive processes that require them to respond to others processes and approach.

TAMI seek to create space for whānau to authentically action kaitiaki roles including cultural monitoring and supporting advocacy and education emphasis. The skills within TAMI demonstrate identifying connections and relationships between different paradigms and knowledge systems.

PARTNER: AUKAHA

Description:

Aukaha was established in 1995, originally as an environmental management agency called KTKO (Kāi Tahu ki Otago). KTKO was set up by Otago-based Papatipu Rūnanga to represent their views and aspirations. Its work initially focused on the Resource Management Act 1991 and the requirement for councils to consult with mana whenua for policy statements, planning documents, and consents.

Aukaha is owned by five Papatipu Rūnanga: Te Rūnanga o Waihao, Te Rūnanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou, and Hokonui Rūnanga. Its governance board comprises representatives from each Rūnanga and one independent director.

Role and Responsibilities in the Waiwhakaata Catchment:

Provide professional planning advice and advocacy

Resource consenting

Policy and planning

Advocacy, engagement and expression of the awakening of Te Tiriti.

The four Papatipu Rūnanga developed their Iwi Management Plan in 1995 called Kai Tahu Ki Otago Iwi Management Plan. It contains comprehensive guidance on the expectations and aspirations of Kāi Tahu ki Ōtākou. It provides specific emphasis on Ki uta ki tai, mahinga kai and biodiversity including freshwater fisheries, wai Māori/freshwater, cultural landscapes/wāhi tupuna.

Current/Ongoing Projects in the Catchment:

Involved in local and central government processes and programmes such as Resource Management and Local Government consultation, research, policy development, cultural advice, conservation, and Crown-led projects.

Delivered Cultural Values Statement Waiwhakaata Report. This report identifies the key expectations and values centered around the restoration and protection of the Waiwhakaata ecosystem, as well as the cultural significance of the area to the mana whenua including:

- Partnership and Governance:
- Restoration of Mana and Mauri:
- Indigenous Biodiversity and Mahika Kai Values:
- Land Management and Waterway Health:
- Education and Mātauraka:
- Employment and Social Outcomes:

Synergies and Gaps Analysis:

Limited capacity to respond to everything

Examining the strategy through a te ao Māori lens adds a more holistic approach which is well suited to this kind of strategy.

The Iwi Management Plan contains significant information about Kāi Tahu expectations for this area where Waiwhakaata is located.

A contribution to this strategy will address several shortcomings that currently exist in other statutory and regulatory documents that are insufficient to respond to Kāi Tahu expectations.
Because of the demands from numerous organizations to engage in projects and statutory processes Aukaha sees everything from all other agencies and would be beneficial if this could be captured spatially or digitally. This is a valuable capability that may assist to overcome siloed approaches that often hinder optimal outcomes.

PARTNER: QUEENSTOWN LAKES DISTRICT COUNCIL (QLDC)

Description:

QLDC is the territorial local authority (TLA) that governs the Queenstown Lakes District in the Otago region. The district covers an area of 8,719 square kilometres and encompasses the entire Waiwhakaata catchment, as well as the towns of Queenstown, Arrowtown, Glenorchy, Wānaka, Hāwea, and several smaller settlements.

QLDC is responsible for addressing the needs of both permanent residents and the high volumes of domestic and international visitors to the area through the delivery of local services.

The primary statutory responsibilities of the council relate to the Resource Management Act (RMA) and Local Government Act (LGA).

Role and Responsibilities in the Waiwhakaata Catchment:

QLDC has a numerous land management responsibility that it undertakes for the community. These include:

- Roading
- Building regulations
- Parks & recreation (including several recreational reserves adjoining Waiwhakaata).
- Political leadership, democracy
- District planning – spatial/strategic planning
- Climate and resilience planning
- Economic development / destination management
- Policy and advocacy for the district
- Respond to regional/central government activity/reforms
- Treaty partnership
- Regulator / Plan development – land-use focus,
- Financial contributions from development
- Enforcement and compliance
- Enforcement and compliance
- Asset owners – 3W, property
- Landowners/land administrators (e.g., parks and reserves)
- Community infrastructure
- Community capability building – activation/facilitation
- Emergency management – response and recovery

Current/Ongoing Projects in the Catchment:

Operative District Plan (March 2024): The Operative District Plan (ODP) is the current version of the plan which contains objectives, policies, and rules for resource management activities across our district. These provisions will still apply until there are no more appeals on the Proposed District Plan provisions.

Proposed District Plan (April 2021): A proposed plan by the Queenstown Lakes District Council that sets out policies and rules to manage land use, development, and protection of natural and physical resources across the district.

QLDC Parks and Open Space Strategy (July 2022): Provides guidelines around the protection and enhancement of the existing reserve network and the expansion of the network to meet the district's growth. Also represents a range of Kai Tahu values and several priority outcomes through the inclusion of the Kai Tahu Values Framework and the inclusion of the Ngāi Tahu Claims Settlement Act mechanisms in the district.

QLDC Future Parks and Reserves Provisions Plan (March 2022): Sets out a traditional local government approach to reserves and parks planning and is largely driven by the QLDC Development Contributions policy.

QLDC Spatial Plan (July 2021): The Queenstown Lakes Spatial Plan is a vision and framework for how and where the communities of the wider Wakatipu and Upper Clutha can Grow Well and develop to ensure our social, cultural, environmental and economic prosperity. Related to the Whaiora Grow Well Partnership, an Urban Growth Partnership between Central Government, Kāi Tahu, Queenstown Lakes District Council and Otago Regional Council.

QLDC Heritage Strategy (2010): The Heritage Strategy references Māori alongside other historic activities associated with colonisation and changing land uses, such as mining, farming, and urban development. It is based on a vision for heritage values, places, and items to be identified, promoted, and sustainably managed for the appreciation of present and future residents and visitors.

Arrowtown/Lake Hayes Reserve Management Plan: Management Plan for the QLDC administered reserves adjacent to Waiwhakaata and Arrowtown. Includes Lake Hayes Pavilion infrastructure.

Member of Waiwhakaata Lake Hayes Strategy Group: The Waiwhakaata Lake Hayes Strategy Group has been set up to revise the 1995 Lake Hayes Management Strategy and develop a new action plan for the lake. The Strategy Group includes representatives from Mana Whenua, Otago Regional Council, Queenstown Lakes District Council, the Department of Conservation, and Friends of Lake Hayes.

Draft Blue Green Network Plan: A draft report was given to QLDC in 2024 which outlined Kāi Tahu expectations of a Blue Green Network, including how it should apply in the context of Kāi Tahu Tino Rangatiratanga and the Treaty Partnership - reflecting a Kāi Tahu paradigm and Kāi Tahu concepts, associations, and ancestral connections in the region.

Synergies and Gaps Analysis:

QLDC does not have a restoration strategy for the district. In most instances restoration activity is undertaken where community efforts are located. Strategic guidance for restoration in the catchment would provide a more cohesive and targeted approach informed by co-designed criteria such as threats, mahinga kai, resources, community engagement.

QLDC have an increasing focus on reciprocity for te taiao and in coordinating efforts within QLDC including activities, resourcing, and outcomes.

There is also an emphasis on building relationships internally and externally and using opportunities to bring people together.

PARTNER: OTAGO REGIONAL COUNCIL (ORC)

Description:

The Otago Regional Council is the governance authority for the Otago region. It manages the natural resources of the Otago region, including air, water, coastlines, and biosecurity. Its area spans approximately 32,000 square kilometres. The primary statutory responsibilities of the council relate to the Resource Management Act (RMA) and Local Government Act (LGA).

Role and Responsibilities in the Waiwhakaata Catchment:

ORC is primarily responsible for environmental management in the region, including flood control, air and water quality, and pest control related matters in the region. This includes:

- Environmental policy
- Coastal planning
- Flood protection
- Public transport planning
- Monitoring discharges to land, air and water.
- Regulator
- Develop strategy and policy
- Undertake environmental monitoring (State of the Environment Reporting)
- Civil defence and emergency management
- Flood control
- Weed and pest management
- Support for best practice land management
- Public transport, harbour/lake management and safety
- ORC Environmental Implementation
- Community engagement and involvement in environmental protection
- Project delivery e.g. environmental restoration

Current/Ongoing Projects in the Catchment:

ORC Long Term Plans 2021-2031 & 2024-2034: Sets the direction for ORC and identifies key work programmes for the next 10 years. Also includes information about what proposed works will cost, how they will be funded, and the projected impact on rates. Presently there is a residual budget of $11,000 in the financial reserves attributed to Lake Hayes Remediation.

Clutha Mata-au FMU: Under the National Policy Statement for Freshwater, ORC must manage water via areas called Freshwater Management Units (FMUs). The Waiwhakaata catchment is within the Dunstan Rohe of the Clutha Mata-au FMU. The FMU report for this rohe is yet to be completed.

Regional Plan - Water: First became operative on 1 January 2004, and is the primary document that manages water within the Otago region's boundaries. It is a legal document that helps ORC manage water resources by regulating the environmental effects created by the use of water, activities in water bodies, or discharges of contaminants into the environment. It will be superseded by the proposed Land and Water Regional Plan which is currently in draft.

Otago Regional Policy Statements 2019 & 2021: The Otago Regional Policy Statements provide high-level direction for resource management in Otago and contain objectives, policies and methods to achieve integrated management of natural and physical resources. Regional and District Plans must give effect to it.

Proposed Otago Land and Water Regional Plan: The ORC is developing a Land and Water Regional Plan (LWRP) for Otago that is intended to give new, comprehensive direction for managing land and water resources in the region. The plan is required in New Zealand law, replacing an outdated Otago Regional Council planning framework that is no longer fit for purpose[19].

Waiwhakaata Monitoring Buoy: An autonomous water quality monitoring system with two parts: a weather station and a water quality sensor package.

Member of Waiwhakaata Lake Hayes Strategy Group: The Waiwhakaata Lake Hayes Strategy Group has been set up to revise the 1995 Lake Hayes Management Strategy and develop a new action plan for the lake. The Strategy Group includes representatives from Mana Whenua, Otago Regional Council, Queenstown Lakes District Council, the Department of Conservation, and Friends of Lake Hayes.

Arrow Diversion Project: Designed to pipe water from the existing Arrow River irrigation scheme, near Macetown, to augment the water volume of Mill Creek at Millbrook. From there, the irrigation water is being piped into Waiwhakaata/Lake Hayes.

Synergies and Gaps Analysis:

ORC does not have a restoration strategy. In most instances restoration activity is undertaken where community efforts are located. Strategic guidance for restoration in the catchment would provide a more cohesive and targeted approach informed by co-designed criteria such as threats, mahinga kai, resources, community engagement.

Unmanaged discharge issue: concern about increasing land use intensity and associated nutrient runoff issues remain. – could describe the progress that has been made.

The proposed LWRP was intended to include provisions that gave effect to the National Policy Statement on Freshwater 2020 (NPS-FM) and Te Mana O Te Wai, though direction on this is now unclear given the coalition government's intention to repeal and replace the NPS-FM.

In relation to this project ORC have an increasing focus on supporting project delivery, community engagement (soft skills/functions) and weaving together different community outcomes to produce better results for the environment.

[19] *Developing a new land and water regional plan for Otago | Otago Regional Council (orc.govt.nz)*

PARTNER: TE PAPA ATAWHAI/DEPARTMENT OF CONSERVATION (DOC)

Description:

The Department of Conservation (DOC) is responsible for managing and protecting the natural and historic heritage of New Zealand, including in the Otago region.

Role and Responsibilities in the Waiwhakaata Catchment:

Conservation land management (including Lake Hayes Marginal Strip and Slope Hill Recreational Reserve)
Biodiversity protection
Community partnerships
Education
Research and monitoring
Recreation and tourism opportunities (hiking trails, campsites, and visitor facilities in the region's national parks, forests, and other public lands).
Historic site preservation nearby (Arrowtown Chinese Settlement and goldfields sites)
Concession/permissions regulation and management (Coronet Peak)
Connection to Jobs for Nature funding through Mana Tāhuna.
Land management (Slope Hill, marginal strips)
Wildlife Act responsibilities
Native taonga – regulator
Track management – communications

Current/Ongoing Projects in the Catchment:

Otago Conservation Management Strategy (CMS): The Otago Conservation Management Strategy (CMS) describes the conservation values of Otago. It guides DOC's work in the form of a vision, objectives, outcomes for places, policies, and milestones.

Project Gold: Project Gold is a DOC-initiated project dedicated to the protection and enhancement of kōwhai trees in Otago by gathering seeds, growing seedlings and planting a new generation of kōwhai.

Jobs for Nature Program: Jobs for Nature was a $1.19 billion central government programme that managed funding across multiple government agencies to benefit the environment, people, and the regions. It was part of the COVID-19 recovery package.

Member of Waiwhakaata Lake Hayes Strategy Group: The Waiwhakaata Lake Hayes Strategy Group has been set up to revise the 1995 Lake Hayes Management Strategy and develop a new action plan for the lake. The Strategy Group includes representatives from Mana Whenua, Otago Regional Council, Queenstown Lakes District Council, the Department of Conservation, and Friends of Lake Hayes.

Synergies and Gaps Analysis:

Although the CMS provides for Treaty partnership and a range of associations and practices with open spaces and waterbodies, there is little reference to Waiwhakaata and its protection/enhancement. This may reflect the relatively minor amount of conservation land in the catchment and that the majority of the investment in this DOC area is targeted towards the Tititea Mt Aspiring National Park. The Treaty partnership elements of the CMS are somewhat out of date, proving a practical opportunity for DOC to express its approach to treaty partnership through the Waiwhakaata Strategy.

Besides DOC conservation focus their commitment to this project is also to provide support for the Treaty partnership with Ngāi Tahu.

Opportunities to work in partnership with DOC in particular on Stewardship classified land should be identified as potential areas to reclassify to support management and practices in partnership with others that might enhance the approach to the Waiwhakaata Strategy.

A tenure map from DOC for the catchment area would be a beneficial contribution to this project.



APPENDIX 2:

KEY DOCUMENTS USED TO INFORM THE WAIWHAKAATA STRATEGY

Otago Regional Council and Queenstown Lakes District Council (1995) Lake Hayes Management Strategy

Ngāi Tahu Claims Settlement Act 1998 and Deed of Settlement 1997

Ngāi Tahu 2025

Kāi Tahu ki Otago (2005) Iwi Management Plan

Ngāi Tahu ki Murihiku (2008) Natural Resource and Environmental Iwi Management Plan Te Tangi a Tauira Cry of the People

Department of Conservation (2016) Conservation Management Strategy: Otago

Schallenberg, M., Schallenberg, L. (2017) Lake Hayes Restoration and Monitoring Plan

NIWA (2018) Lake Hayes Water Quality Remediation Options

The Nature Conservancy Aotearoa (2020) Lake Hayes/Wai Whakaata Innovative Approaches for Minimising Water Quality Impacts from New Urban Development

e3 Scientific (2021) Vision Lake Hayes

Queenstown Lakes District Council (2021) Parks and Open Spaces Strategy

Otago Regional Council, Clutha Mata-Au Freshwater Management Unit (FMU): Dunstan Rohe

Aukaha (2023) Cultural Values Statement: Waiwhakaata

HydroSphere Research (2023) Lake Hayes State of the Environment

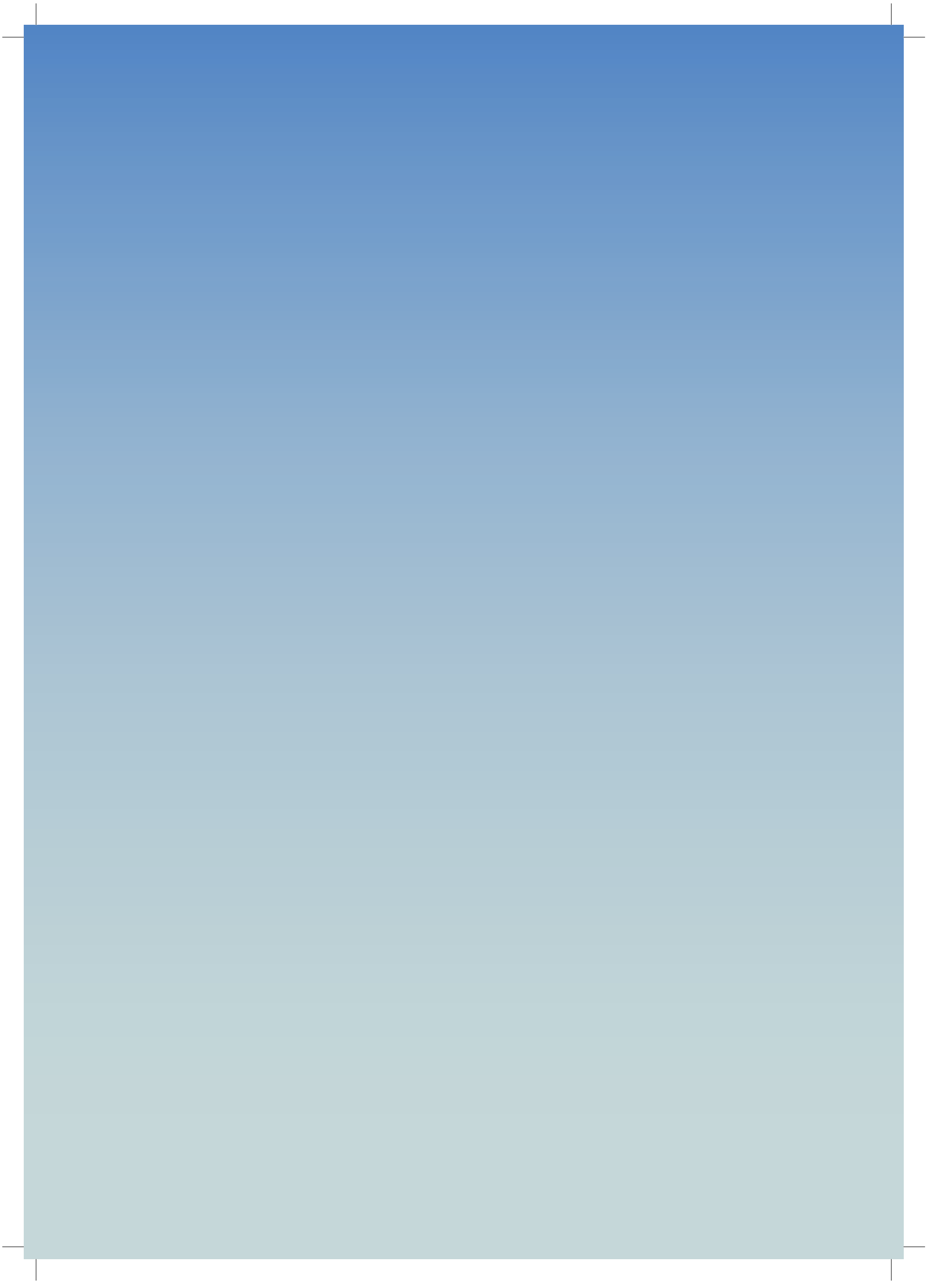
Ngāi Tahu ki Murihiku (2023) Environmental Statement of Expectation for Waiwhakaata

Kauati (2024) A Kāi Tahu Blue Green Network

Please note that this is not a complete list of all documents and work programmes reviewed in drafting this Strategy.



Image Credit Glenn Guy



9.2. Regional Pest Management Plan Effectiveness Review

Prepared for:	Environmental Delivery Committee
Report No.	GOV2561
Activity:	Governance Report
Author:	Murray Boardman, Performance and Reporting Specialist Libby Caldwell, Manager Environmental Implementation
Endorsed by:	Joanna Gilroy, General Manager Environmental Delivery
Date:	5 June 2025

PURPOSE

[1] To present the findings of the review into the effectiveness of the Otago Regional Pest Management Plan 2019-29 (RPMP) and present a recommended prioritised schedule of implementing the recommendations.

EXECUTIVE SUMMARY

[2] An external effectiveness review to assess the achievement of the RPMP objectives was commissioned in late 2024. The findings of the review identify that the delivery of the RPMP is partially effective. The effectiveness of the RPMP is variable depending on the pest, with some pests (e.g. exclusion pests, rooks, spiny broom, spartina) being assessed as being effective while other pests were found to have only been partially effective (Wilding conifers, Nassella tussock, feral rabbits) or not effective (e.g. Bomarea, Old Man's Beard, gorse and broom). Due to limitations in data and the underlying context, the effectiveness of some pests was inconclusive (e.g. ragwort, nodding thistle).

[3] The RPMP Review identifies 12 approaches that help provide effective delivery of the RPMP, while 13 areas were identified that contributed to a partial or ineffective delivery. An implementation schedule to give effect to the matters raised in the review has been developed, with changes prioritised.

RECOMMENDATION

That the Committee:

1. *Notes this report.*
2. *Recommends that Council approves the prioritisation of the recommendations to improve the effectiveness of delivery of the current and future RPMP.*

BACKGROUND

[4] Due to the current RPMP being halfway through its implementation, it was decided that as part of the 2024/25 workplan, a mid-term review should be undertaken to assess if the implementation of the RPMP was on track and to determine if any changes are needed. Through an open tender, and in line with Council's procurement processes, Sapere was selected as the supplier to undertake the RPMP Review. This review started

in September 2024 and was completed in April 2025. The full report prepared by Sapere is attached to this paper as Attachment 1.

[5] The objective of the review was to:

a. Identify aspects of the RPMP where Council is being effective in achieving the stated objectives;
b. Identify aspects of the RPMP where Council is not being effective in achieving the stated objectives and describe how/where improvements can be mad; and,
c. Provide recommendations to guide the next edition of the RPMP to be more efficient, more effective and fit-for-purpose.

[6] The RPMP Review was a mixed methods study, involving analysis of pest data from Council and iNaturalist, relevant Council reports and processes/systems. This was supported by extensive engagement with stakeholders:

a. Public sector land occupiers (District councils, NZTA, Kiwirail, MPI, LINZ, DOC);
b. Regional Councils (ORC staff and councillors, Environment Canterbury and Environment Southland);
c. Private sector land occupiers (Beef and Lamb, Ernslaw One, HortNZ), NGOs (Forest and Bird, OSPRI, Whakatipu Wilding Control Group, Southern Lakes Sanctuary, Otago Peninsula Biodiversity Trust, Predator Free Dunedin and SWAT [Otago Peninsula], Rabbit Group Moeraki);
d. Iwi (Aukaha/mana whenua)

DISCUSSION

[7] Table 1 provides a summary of the findings of the report, on the effectiveness in achieving the objectives for pest management as listed in the RPMP, by pest and programme. The effectiveness of implementation provides a guide as to whether achievement is on-track for that specific pest.

a. There are five programmes – Exclusion, Eradication, Progressive containment, Sustained control and Site-led – as set out by the National Direction of Pest Management (2015). Each pest is allocated a programme that determines the intent in managing that specific pest. Consequently, the effectiveness in achieving the pest objective is assessed through the intent of the programme (e.g. rabbits are managed in terms of 'Sustained Control' and not 'Eradication').

Table 1: Summary of effectiveness of pests in the RPMP

Effectiveness of Implementation	Pest	Programme
Effective *(on-track)*	African feather grass, Chilean needle grass, Egeria, False tamarisk, Hornwort, Moth plant	Exclusion
	Rooks, spiny broom Wallaby *(in raising awareness)*	Eradication
	Spartina	Progressive containment
Partially	Wilding pines (includes ten species),	Progressive containment

Effective *(partially on-track)*	African love grass, Nassella tussock	
	Feral rabbits	Sustained control
	Lagarosiphon	Site-led
	Otago Peninsula and West Harbour – Mt Cargill	Site-led
Not Effective *(off-track)*	Wallabies *(in reducing populations and preventing spread)*	Eradication
	Bomarea, Old Man's Beard	Progressive containment
	Gorse and broom, Russell lupin	Sustained control
Inconclusive[1]	Boneseed, Bur daisy, Cape ivy, Perennial nettle, White-edged nightshade	Progressive containment
	Nodding thistle, ragwort	Sustained control
	Quarantine and Goat Island	Site-led

[8] The RPMP Review highlights 12 current practices (Table 2) undertaken by the Council that positively contributes to the effective outcomes of the RPMP. These are practices that should be continued and, where practical, enhanced to ensure the continued effective delivery of pest objectives and improve effectiveness where needed.

Table 2: Contributors to Effectiveness *(edited from the Report, page viii-x)*

Investment in technology: the use of tools such as GIS mapping and the improved data collection system (Survey123) are significant improvements made by ORC.
Investment in staff: ORC has made investment in their staff, creating additional biosecurity and managerial roles to support the programme.
Increased total RPMP funding uplift: funding for the RPMP was increased to support the delivery of the programme.
Targeted funding for specific initiatives: dedicated funding streams for pests, such as rooks, spartina, wilding pines, or site-led programmes led to success in pest control.
Education campaigns: public education campaigns e.g. targeting wallabies, pest of the month
Cross-boundary collaboration: partnerships with councils (e.g. Environment Canterbury) support cross-boundary pest management and control (e.g. wallabies).
Oversight: ORC has provided oversight and brought together stakeholders, e.g. Otago Peninsula, demonstrating successful pest management.
Targeted monitoring: where ORC provided targeted monitoring, success can be achieved (e.g. spiny broom, rooks, or lagarosiphon).
Localised species control: success stories include rook eradication, and lagarosiphon management in Lake Wanaka and Lake Wakatipu.
Increased community participation: education-first approaches have led to greater involvement in local initiatives controlling possums.
Targeted successes: targeted inputs, oversight, and clear monitoring led to success in rook eradication, spiny broom and spartina control. Site-led programmes have supported pest management. National funding support enable improved pest

[1] Inconclusive refers to there being insufficient data to make a reasoned assessment. The lack of data may be a consequence of how the RPMP is written (i.e. in order to assess ragwort, a compliant that meets a good neighbour rule is required. If there are no (or limited) complaints, then there will be no (or limited) data on which to assess the effectiveness).

management (wallaby, wilding conifers). **Enhanced awareness in some areas:** specific outreach efforts have led to improved understanding of pests among some rural landowners.

[9] The RPMP Review identifies 13 themes (Table 3) that limit the effective delivery of the RPMP. Addressing these themes is seen as an important step to improve the effective delivery of the RPMP. Due to this, these themes are used to shape and inform the recommendations presented in Tables 4 and 5.

Table 3: Contributors to Ineffectiveness *(edited from the Report, page viii-x)*
Funding and prioritisation challenges: while funding has increased, stakeholders report limited capacity for enforcement, monitoring, and proactive pest management. **Funding use**: resources targeted towards a reactive rather than proactive pest management approach. **Transparency and inclusivity:** insufficient transparency in budget allocation to pest management initiatives of the RPMP (e.g. pest programmes and pests). **Lack of RPMP spending understanding**: ORC's current accounting system does not permit specific tracking of RPMP-related expenditures, hampering appropriate assessment of where funding is spent. **Limited spending on communicating the RPMP**: ORC has set aside a limited funding to engage with the public to create awareness. Creating awareness is a key success factor for RPMP effectiveness. **Limited communication:** The lack of communication of the RPMP rules strongly reduces awareness of the plan, and landowner/occupier responsibilities. This is a critical point and causes an inefficiency of the RPMP. **Monitoring and inspection approach**: While ORC's efforts to enhance monitoring is acknowledged, current inspections have a strong focus on specific pests (i.e. rabbits, Bomarea, and Old Man's Beard). **Re-inspections and new inspections**: Re-inspections are limited which are essential to determine non-compliance. Increasing the number of new (first-time) inspections is also important to ensure identification non-compliant properties. **Lack of enforcement**: there is low prioritisation of enforcement hence ORC is not meeting its objectives. **Follow-up to non-compliance**: there is limited enforcement post non-compliance. While Notices of Direction have been issued, there has been no follow through in terms of the consequences for non-compliance. **More visibility needed**: success stories of how funding is used and how the RPMP affects pest management efforts, potentially creating more community buy-in. **Broader systemic issues:** systemic issues, like reinfestation of rabbit populations in localised areas, or gorse and broom issues fragmented efforts. **Limited awareness of and compliance to the RPMP:** There is a general unawareness of the RPMP, and the related responsibilities, among the landowners/occupiers as reported by stakeholders.

[10] The following sections summaries some of the key observations from the RPMP Review related to the five priority pests in the current Biosecurity Operational Plan (2024-2025).

Exclusion Pests – Exclusion Programme

[11] No exclusion pests (i.e. African feather grass, Chilean needle grass, egeria, false tamarisk, hornwort, and moth plant) have been confirmed in Otago. This indicates that Council's efforts have been effective to date.

[12] The use of eDNA sampling offers a positive means to indicate any incursion and contribute to raising awareness and is worthwhile continued investment.

[13] The effectiveness of the exclusion programme can be enhanced through aligning pest pathway management between neighbouring councils.

Rabbits – Sustained Control Programme

[14] The finding by the RPMP Review is that the implementation of the RPMP has been partially effective in sustainably controlling rabbits.

[15] There was positive feedback from stakeholders regarding the community approach to rabbit management (e.g. Gibbston, Moeraki, and Lake Hayes) where community events improved awareness and education about rabbit control. Stakeholders acknowledged that Council's clear focus on landowner responsibilities has led to increased engagement from landowners who were previously passive.

[16] One important finding showed that when non-compliant properties that were re-inspected there was a median decrease of one level in the Modified McLean Scale (from MMS 5 to MMS 4). This change is statistically significant ($p < 0.001$, $n = 148$). While the median re-inspection remained above the compliance level of MMS 3, this evidence suggests that initial work requests (non-regulatory) encourage occupiers/landowners to undertake control to reduce rabbit prevalence prior to re-inspection. This suggests that re-inspecting non-compliant properties is a positive step that should be applied to all non-compliant pest observations.

[17] The RPMP Review recognised that Council has made significant investment to increasing rabbit inspections over the course of the RPMP. However, the current approach has been reactive rather than proactive, with less than optimal resources to adequately monitor rabbit populations at the scale required. This will be picked up in the proposed new work plan for 2025-2026.

[18] It was noted that larger landowners, generally, do well in rabbit control, whereas peri-urban and lifestyle blocks often do not take enough responsibility, making it harder to achieve widespread control. This is a critical gap in the RPMP, as these landowners are not adequately engaged or incentivised. Through the implementation plan and biosecurity work plan, staff will pick up this gap and identify ways to further support smaller landowners.

[19] The report highlights that there is ineffective enforcement which leads to a disengagement between the RPMP objective and individual landowner responsibilities under the RPMP. The lack of enforcement reduces the overall effectiveness of the pest management plan, not only with rabbits but all pests. This will be picked up in the proposed work plan for 2025-2026 and through the implementation of the Biosecurity Enforcement and Compliance Policy.

Wilding Conifers – Progressive Containment

[20] Wilding conifers (pines) was assessed as being partially effective in meeting the RPMP objectives. The leading reason for low effectiveness was around the interpretation and lack of clarity with the RPMP rules. In particular, the good neighbour rules which were seen as being inadequate. A second reason was the lack of enforcement, with a request that ORC take a more proactive approach to enforcement. This will be picked up in the proposed work plan for 2025-2026 and through the implementation of the Biosecurity Enforcement and Compliance Policy.

[21] Public awareness around wilding conifers has improved significantly. Stakeholders noted that the RPMP has likely contributed to the increase in awareness. Positive co-operation with landowners was also acknowledged.

Wallabies – Eradication Programme

[22] The report separates the effectiveness of eradicating wallabies from communication about wallabies. From a communications perspective this is seen as being effective, while in terms of eradication it is less effective.

[23] The review identifies that Council has undertaken good education efforts under the RPMP to raise public awareness of wallabies and the need to report them when sighted. Other positive findings include cross-boundary work with ECan and the use of research.

[24] The review accepts that eradicating wallabies is challenging. While only a few wallabies are observed in Otago, they are hard to find, and a lot of resources are allocated by Council to find these last few. The specific challenge is to embed eradication as contrasted to containment or control. To improve the effectiveness of eradication, the review encourages better data sharing as a key opportunity.

Lagarosiphon – Site-led Programme

[25] Lagarosiphon was assessed as being partially effective in meeting the RPMP objectives.

[26] Council has been effective in meeting the RPMP objective for several sites in Otago, working with key partners. Key factors of success are that Council managed to gain local buy-in and sustained support for controlling the pest, and that it provides a coordinated approach and funding. The 'Check Clean Dry' programme has a part in this success as it provides good advocacy and education around lagarosiphon and freshwater pests in general.

[27] Lagarosiphon control in Lake Dunstan poses a challenge with limited effectiveness. Lagarosiphon has been recorded in Wanaka (Bullock Creek and Albert Town Detention Ponds). Outside of Central Otago, it has been located in the Pururua River, and Inch Clutha. This is not necessarily a negative rather an example where increased inspections and monitoring can reveal more presence.

RECOMMENDATIONS

[28] Recommendations in the Review were separated into two parts.

a. Thirteen recommendations are given to enhance the effectiveness of the current RPMP.

b. Nine recommendations are provided to guide the preparation of the next RPMP. Four additional suggestions are presented on pest management strategy.

[29] Table 4 lists the thirteen recommendations to enhance the effectiveness of the current RPMP. This table includes a staff response to the recommendation, the cost band, priority and implementation date.

[30] Table 5 lists the nine recommendations and four suggestions to guide the preparation of the next RPMP. The suggestions also require additional enquiry through public consultation.

Table 4: Recommendations to improve the effectiveness of the current RPMP (2019-2029)

#	Recommendation	Staff Assessment	Cost Band[i]	Priority	Commence[ii]
1.	Simplify the RPMP presentation, accessibility and reach	Review current material and simplify. *Note: A simplified RPMP will be a core attribute of any future RPMP.*	Low	**High**	1 July 2025
2.	Clarify rules and target communication to key audiences	Embed into #1 where possible *Note: It should be noted that the rules cannot be changed during an RPMP Operational Period (unless public consulted), however they can be better explained and presented.*	Low	**Medium**	1 Nov 2025
3.	Improve transparency to and motivation of public by sharing more success stories	Work with communications team to share more success stories	Low	**Medium**	1 Nov 2025
4.	Communicate more clearly the consequences of non-compliance following inspections, while also highlighting success stories resulting from enforcement efforts.	Work with communications team to share more around consequences of non-compliance and success stories [align with #3]	Low	**Medium**	1 Nov 2025
5.	Increase the number of new and re-inspections. Consider targeting areas with highest biodiversity or economic/cultural value first. [1]	Increase inspections and re-inspections. Identify priority areas to focus on. Prioritise progressing enforcement and follow through the enforcement processes which are already set up where non-compliance is evident [see #6]	Low	**High**	1 July 2025
6.	Target enforcement efforts where investments and awareness are already in place (i.e. old man's beard, rabbits, bomarea, wilding pines). Also consider prioritisation of areas with highest biodiversity or economic/cultural	Progress enforcement where non-compliance is evident. See #13 in regard to prioritisation of areas	Low	**High**	1 July 2025

[1] Note: this should be accompanied by appropriate enforcement activities (i.e. default work and cost recovery) as inspections alone will have limited impact without follow-through.

	value.				
7.	Leverage data to optimise enforcement efforts.	Combine with enforcement recommendation [#6]. May require some new resourcing (see Recommendation #16, Table 5).	Medium	**High**	1 July 2025
8.	Utilise powers under the Act of default work and cost recovery in cases of repeated non-compliance.	The requirements for default work and cost recovery is complex. Need to ensure systems are in place to progress.	Medium	**Medium**	1 Nov 2025
9.	Fill data gaps by leveraging citizen science and integrating stakeholder data.	While citizen science provides important data, there are other priorities that would have greater effectiveness on implementing the RPMP. Initial work would revolve around scoping the practicalities of acquiring citizen and stakeholder data (e.g. Find a Pest and iNaturalist), how we can ensure it can be utilised and is collected in a coordinated and streamline way and to see what resourcing this would involve. This work is likely to be picked up through a Council wide look at Citizen Science and any system and policy to support it.	Medium	**Low** *(in terms of RPMP priority)*	1 July 2026
10.	Incentivise the public to contribute data where gaps are present.	See #9	Medium	**Low**	1 July 2026
11.	Consider introducing outcome-based monitoring.	Outcome-based monitoring (OBM) offers more complete assessment however, comes with increased investments especially data and staff (e.g. OBM requires community level surveys). Likely to be integrated into future RPMP with commensurate funding.	High	**Medium**	1 Mar 2026
12.	Invest in capacity and capability by utilising tools such as AI-enabled traps, drones, and remote sensing; additionally, provide training	Essential requirement to be effective. Will require allocated funding to progress. Council have recently employed specialist staff who can	High	**Medium**	1 Nov 2025

	for biosecurity staff.	support the understanding of what is available and best for our region.			
13.	Prioritise efforts where data gaps are most significant, focusing first on areas with the highest biodiversity or economic/cultural value.	There is already GIS data available on areas with the highest biodiversity values, so this can be implemented quickly. Data on what is deemed to be economic/cultural values will need to be acquired.	Low *(for biodiversity values)* Medium *(for other values)*	**Medium**	1 Nov 2025

Table 5: Recommendations and suggestions to improve the effectiveness of the future RPMP

As these recommendations are for the future RPMP only a staff assessment is provided here. The specifics (e.g. cost and priority) of these recommendations will be drawn out in the development of the next RPMP through public consultation.

#	Recommendation	Staff Assessment
14.	Effectiveness could be enhanced by revising the good neighbour rules	The good neighbour rules are complex and require specific steps in order for them to effective under the RPMP. Clarifying the good neighbour rules (in fact, any rules) will be important consideration for the next RPMP.
15.	Expand pest scope	The expansion of pest scope is not related to effectiveness of the RPMP. (Effectiveness relates to the 'how' not the 'what'). According to the Biosecurity Act 1993, what best can be included in the RPMP is dependent on public consultation and cost-benefit analysis. Hence any increase in pest scope can only be undertaken as part of developing the next RPMP or undertaking a partial review. As staff are already working in refreshing the RPMP this recommendation is not required to be fulfilled.
16.	Fund an additional full-time equivalent data science officer	Data is increasing an essential part of effectively implementing the RPMP and this will only get more important with the use of remote sensing, drones, AI and machine learning [see #18]. Data analysis is essential to guide management decisions and strategy development. Any decision on staffing would be made through Annual Plan and Long Term Plan processes.

17.	Leverage existing data from repositories, crowd-sourced from iNaturalist/ Global Biodiversity Information Facility /Report a Pest, stakeholders, and neighbouring councils to develop a regional data dashboard.	Not specifically related to the effectiveness of the RPMP more related to Biodiversity strategy.
18.	Commission a predictive AI model that integrates data from various sources, updates the dashboard, and identifies current and future pest trends. This model should provide real-time estimations of pest concerns, helping ORC and stakeholders to target and prioritise efforts effectively.	It is clear AI will have an increased importance in implementing the RPMP in the future. Further costing and resourcing will be needed before implementing.
19.	Increase the number of site-led programmes across Otago, varying in size based on local needs and community buy-in. Identify sites by recognised biodiversity value with a clear biosecurity outcome, but also consider local preferences, for example local understanding of need, willingness to participate, or areas of cultural significance and taoka species.	The purpose of this review was to assess how well we achieve our current objectives not to increase the scope. This will be picked up in the refreshed RPMP. In order to support the site-led programmes sufficiently these will need to be resourced appropriately. The number of site-led programmes however will depend on public consultation and community willingness to co-lead.
20.	Build on the success of site-led programmes where ORC has taken on a coordinating role	See #19
21.	Sustain funding and provide longer-term financial support for initiatives	Any increase in programming will require additional funding. Providing long term funding to initiatives supports the community to understand what the Council's priorities are and ensures they remain engaged and proactive.
22.	Leverage small-scale management programmes (SSMPs) to progressively act on emerging pest threats (which does not require a consultation under the Biosecurity Act). Embed consideration of SSMPs approach in the next RPMP, explaining how and why it would be used within the RPMP.	While SSMPs offers flexibility to manage emerging pest threats they do not need to be embedded into an RPMP, rather they can be implemented via the BSA. The proactive use of SSMPs will be incorporated into the Biosecurity Strategy.
	Suggestion	**Staff Assessment**
23.	Identify value proposition to gauge catchment group/community interest. Decisions should be based on their capacity and willingness	This suggestion can be progressed, and is happening, through the development of catchment action plans (CAPs) where Council can facilitate the development. However, as this is non-regulatory, the
	If the value proposition is clear/support exists, establish the approach	

23a.	ORC would provide support and resourcing to catchment groups including involved community groups and groups of landowners.	RPMP public consultation process would need to be used to assess what the catchment/community groups require in terms of regulation to achieve their goals.
23b.	ORC would ensure that RPMP objectives complement catchment group goals, particularly in biodiversity protection. This would require a formal consultation with the public for the next RPMP.	
23c.	ORC would take a leadership and communication role and focus on emerging pests and enforcement	

CONSIDERATIONS

Strategic Framework and Policy Considerations

[31] Some of the recommendations have implications at a strategic level, especially in terms of catchment groups.

Financial Considerations

[32] Potential cost implications have been signposted in the above assessment. Most of the high priority recommendations are assessed as having a low-cost implications that should not require additional funding to implement outside of management direction.

Significance and Engagement

[33] There are no significance and engagement considerations associated with this report.

Legislative and Risk Considerations

[34] The is no legislative or risk considerations and Council needs to implement the current RPMP. However, the revision of the Biosecurity Act may have an impact on some recommendations for the future RPMP. Any impacts will only be known once the new Act is gazetted.

Climate Change Considerations

[35] No climate change considerations were required as part of this review. However, the development of the next RPMP will take climate change into consideration.

Communications Considerations

[36] The recommendations require a revision and simplification of current communication materials. Staff will work with the Communications and Engagement Teams on plans for the 2025/2026 work programme.

NEXT STEPS

[37] To implement the recommendations as prioritised in Tables 4 and 5.

END NOTES:

[1] Cost bands are defined as follows:

1. Low: should be able to be undertaken via management decisions within current budget.
2. Medium: possibly require some increase in funding
3. High: will require additional funding

[1] This is the planned commencement date for this recommendation. The use of a commencement date is preferred as most of these recommendations will be on-going once started hence won't have a finish date.

ATTACHMENTS

1. ORC RPMP Effectiveness Evaluation Report Final April 2025 [**9.2.1** - 140 pages]

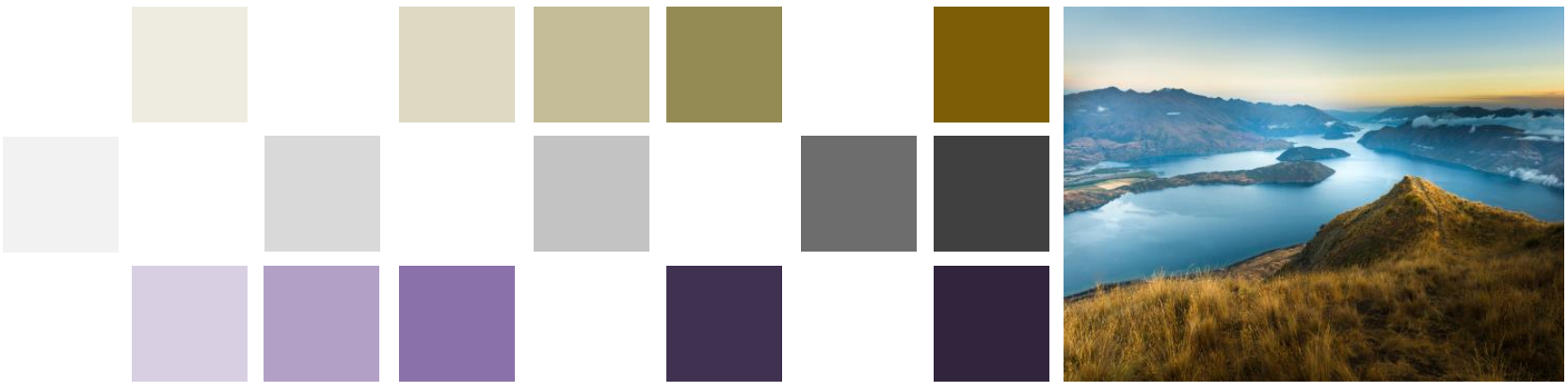
IN CONFIDENCE

Review into the effectiveness of the Otago Regional Pest Management Plan

Evaluation Report

Dr Julius Ohrnberger, Lockie Woon, Dr Jamie O'Hare,
Leané de Beer, Sally Wyatt

April 2025



Contents

Acknowledgements v
Executive summary vi
1. Introduction 1
2. Context of the RPMP 3
2.1 From 2009 to 2019: shift in pest management 3
2.2 Otago Regional Council's legislative mandate 6
2.3 Operational implementation 7
2.4 The RPMP: Five pest management programmes 7
2.5 Interaction with other pest management programmes 12
3. Intended path of RPMP effect: logic models 14
3.1 Exclusion programme 15
3.2 Eradication programme 17
3.3 Progressive containment programme 19
3.4 Sustained control programme 21
3.5 Site-led programmes 23
4. Key to effectiveness: awareness, compliance, and enforcement 25
4.1 Creating awareness among occupiers and landowners 25
4.2 Enforcement strategy of Otago Regional Council: a progressive approach 27
5. Effectiveness of the RPMP 30
5.1 Data approach 30
5.2 How effectiveness is assessed 31
5.3 Findings 33
6. Programme assessment and recommendations 71
6.1 Summary of key findings 71
6.2 Effectiveness at the programme level 72
6.3 Recommendation 1: Raising public awareness of the RPMP 74
6.4 Recommendation 2: Improving public compliance to RPMP rules 77
6.5 Recommendation 3: Improve monitoring and surveillance of RPMP pests 79
7. Recommendations for the next RPMP 85
7.1 Summary of key findings 85
7.2 Improving coverage of data to improve effectiveness 88
7.3 Refining scope and extending the number of site-led programmes 90
7.4 Suggestion: Integrated approach to pest management 91

References 94

Appendices

Appendix A Documents received/reviewed 97
Appendix B List of RPMP pest species 99
Appendix C Data assessment 100
Appendix D Stakeholder and ORC engagement 105
Appendix E Spatial distribution of pest observations 115
Appendix F Key partners of ORC 122
About Sapere 124

Tables

Table 1: Effectiveness by programme and pest vi
Table 2: Effective and non-effective ORC RPMP efforts viii
Table 3: Recommendations for priority areas xi
Table 4: Recommendations and suggestion for the next RPMP xiii
Table 5: Exclusion programme pests 8
Table 6: Eradication programme pests 9
Table 7: Progressive containment programme pests 10
Table 8: Sustained control programme pests 11
Table 9: Site-led programme pests 12
Table 10: Assessment of ORC activities (exclusion programme) 34
Table 11: Unconfirmed and credible wallaby sightings in Otago 2020-2024 36
Table 12: Assessment of ORC activities (wallabies) 37
Table 13: Assessment of ORC activities (rooks) 39
Table 14: Assessment of ORC activities (bomarea) 43
Table 15: Assessment of ORC activities (old man's beard) 45
Table 16: Assessment of ORC activities (wilding pines) 47
Table 17: Assessment of ORC activities (other plant pests) 52
Table 18: Assessment of ORC activities (gorse and broom) 55
Table 19: Assessment of ORC activities (feral rabbits) 58
Table 20: Assessment of ORC activities (Russell lupin) 64
Table 21: Assessment of ORC activities (site-led programmes) 69
Table 22: Recommendations for priority areas of the current RPMP 71
Table 23: Effective and non-effective ORC RPMP efforts 72
Table 24: Programme-level recommendations and suggestions for the next RPMP 87
Table 25: Documents and data received from ORC 97
Table 26: Data quality framework 100
Table 27: Data quality framework: assessment 102
Table 28: List of engaged stakeholders 105
Table 29: Interview questions set one 106

Table 30: Interview questions set two 108
Table 31: Workshop participants 110
Table 32: Findings from the thematic analysis of interviews by stakeholder group and evaluation question 111

Figures

Figure 1: Pest infestation curve 7
Figure 2: Logic model components 14
Figure 3: Exclusion programme logic model 16
Figure 4: Eradication programme logic model 18
Figure 5: Progressive containment programme logic model 20
Figure 6: Sustained control programme logic model 22
Figure 7: Site-led programme logic model 24
Figure 8: Critical chain of success factors 25
Figure 9: ORC engagement strategy logic model 26
Figure 10: ORC's approach to enforcing compliance to RPMP rules 27
Figure 11: Wallaby control and monitoring in Otago 2021-2024 36
Figure 12: Wallaby sightings and wallabies destroyed: 1 July 2020 to 31 March 2024 37
Figure 13: Rook sightings 39
Figure 14: Bomarea observations 42
Figure 15: Old man's beard observations 44
Figure 16: Wilding pine observations 47
Figure 17: Compliance for remaining progressive containment pests in 2021/22 50
Figure 18: Gorse and broom observations 54
Figure 19: Detected gorse and broom presence in Otago GABFAs over time 54
Figure 20: Feral rabbit observations 57
Figure 21: Feral rabbit compliance 58
Figure 22: Nodding thistle observations 61
Figure 23: Ragwort observations 62
Figure 24: Russell lupin observations 64
Figure 25: ORC biosecurity inspections in 2022/23 and 2023/24 81
Figure 26: RPMP-pest related number of monitoring and inspections by ORC in 2023 and 2024 82
Figure 27: Catchment areas in Otago region 93
Figure 28: Spatial distribution of pest recordings in Otago region 2019/20 115
Figure 29: Spatial distribution of pest recordings in Otago region 2020/21 116
Figure 30: Spatial distribution of pest recordings in Otago region 2021/22 116
Figure 31: Spatial distribution of pest recordings in Otago region 2022/23 117
Figure 32: Spatial distribution of pest recordings in Otago region 2023/24 117
Figure 33: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2019/20 118
Figure 34: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2020/21 119

Figure 35: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2021/22 119
Figure 36: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2022/23 120
Figure 37: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2023/24 121

Glossary

Abbreviation	Stands for
AI	Artificial intelligence
ArcGIS	Arc Geographic Information System
CBA	Cost-benefit analysis
DOC	Department of Conservation
eDNA	Environmental DNA
FMU	Freshwater Management Unit
FTE	Full-time equivalent
FY	Financial year
GABFA	Gorse and broom free area
GPS	Global positioning system
ICMP	Integrated catchment management programme
IDI	Integrated data infrastructure
IGS	Infestation grading scale
KPI	Key performance indicator
LINZ	Land Information New Zealand
MMS	Modified McLean Scale
MPI	Ministry for Primary Industries
NGO	Non-governmental organisation
NoD	Notice of Direction
NPD	National Policy Direction for Pest Management 2015
ORC	Otago Regional Council
OSPRI	Operational Solutions for Primary Industries
RPMP	Regional Pest Management Plan (Otago)
SSPM	Small-scale management programmes
Wall-IS	Wallaby information system

Acknowledgements

We would like to thank Otago Regional Council (ORC), especially Dr Murray Boardman, for the close cooperation throughout the project and inputs which facilitated our assessment. We would also like to thank all participants of the stakeholder interviews and workshops. Your inputs were instrumental in assessing the effectiveness of the RPMP, and in developing our recommendations for improvements. Dr John Hellstrom provided external expert advice to Sapere over the course of the project, and we are grateful for his inputs.

Executive summary

Otago Regional Council (ORC) has contracted Sapere to provide an interim effectiveness evaluation of the Regional Pest Management Plan (RPMP) in Otago. The RPMP is a 10-year operational plan for 51 pest species in the Otago Region and was introduced in November 2019. The 2019 version expanded the scope of the 2009 plan, providing additional detail to the task of pest management in the region, and introducing new categories, rules, and programmes.

The report is guided by the principal question:

> How 'on-track' is ORC to deliver the objectives of the Otago RPMP, and how effective is it in this endeavour?

ORC is partially effective in achieving pest objectives stated in the RPMP

We have assessed the effectiveness of ORC in meeting each of the pest objectives stated in the RPMP. For the assessment, we have triangulated data from stakeholder interviews, primary and secondary data sources, and ORC reports and documents. Our assessment shows that overall partial effectiveness of ORC inputs, activities, outputs and outcomes has been achieved to date. The table below highlights the pest-specific findings. We define effectiveness as follows:

1. **Effective**: ORC is currently meeting pest objectives and is likely to continue doing so at the end of the current RPMP.
2. **Partially effective**: progress towards pest objectives, but further changes are required to ensure full effectiveness by the end of the RPMP.
3. **Not effective**: current approaches are not sufficient in meeting objectives and changes are required to meet the objectives at conclusion of the current RPMP.
4. **Inconclusive**: insufficient information to make a confident assessment of the current effectiveness in meeting pest objectives.

Table 1: Effectiveness by programme and pest

Pest programme	Pest type	Effectiveness
Exclusion	*African feather grass, Chilean needle grass, egeria, false tamarisk, hornwort, moth plant*	**Effective**
Eradication	*Rooks, spiny broom*	**Effective**
	Wallaby	**Effective** in raising awareness **Not effective** in reducing populations and preventing spread
Progressive containment	*Spartina*	**Effective**
	Wilding pines (includes 10 species), African love grass, Nassella tussock	**Partially effective**

Pest programme	Pest type	Effectiveness
	bomarea, and old man's beard	**Not effective**
	Boneseed, bur daisy, cape ivy, perennial nettle, white-edged nightshade	**Inconclusive**
Sustained control	*Feral rabbits*	**Partially effective**
	Gorse and broom, Russell lupin	**Not effective**
	Nodding thistle, ragwort	**Inconclusive**
Site-led	*Lagarosiphon*	**Partially effective**
	Otago Peninsula	**Partially effective**
	West Harbour – Mt Cargill	**Partially effective**
	Quarantine and Goat Island	**Inconclusive**

RPMP aspects where ORC is effective in achieving stated objectives

Pest-specific aspects are outlined in detail in the report. Overlapping themes indicate that ORC's effectiveness is driven by investments in data capture technology, improved staffing levels for biosecurity functions, and increased funding to support programme delivery. Additionally, targeted funding has been provided for specific species such as rooks and spartina, as well as for pest management initiatives at site-led programs, including lagarosiphon control and possum management on the Otago Peninsula.

Effective activities include targeted education campaigns for rooks and wallabies, which have notably enhanced public awareness. Cross-boundary collaboration with Environment Canterbury and Southland has also improved. ORC's role in providing oversight and bringing together engaged stakeholders has contributed to successful pest management efforts, particularly on the Otago Peninsula.

Targeted monitoring by ORC has demonstrated effective outcomes, especially in controlling rooks, spartina, and spiny broom. In wilding pine management, ORC has achieved partial effectiveness by leveraging national funding support. While ORC's wallaby population control efforts are not effective at present, their collaboration with the national wallaby programme has yielded promising results. Initiatives such as the Judas wallaby trials have contributed to developing targeted and cost-effective control measures.

RPMP aspects where ORC is not effective in achieving stated objectives

Pest-specific aspects and recommendations are outlined in detail in the report. Less effective aspects of ORC's current approach to achieving RPMP objectives relate to how funding is used, following a reactive pest management approach. Success has been achieved at site-led programmes, but some

stakeholders note the short-term nature of ORC-provided funding poses a risk to long-term outcomes.

A key challenge to the effectiveness of the RPMP is limited public awareness. ORC has effectively communicated issues relating to rooks and wallabies, however, stakeholder interviews indicated that overall understanding of the RPMP, its rules, and landowner responsibilities remains low. The lack of awareness reduces the RPMP's impact. A limited communication budget and the complexity of the lengthy RPMP document further hinder engagement and compliance.

Monitoring and inspections are currently concentrated on a small number of pests, notably rabbits, bomarea, and old man's beard. This narrow focus places considerable pressure on ORC's resources. While the targeted monitoring of certain species has yielded positive results, a more balanced approach covering a wider range of pests could enhance effectiveness.

While ORC has successfully implemented processes for re-inspections of non-compliant properties since the inception of the current RPMP, such as accurate data capture of these properties, it is important to build on these improvements to further strengthen its compliance efforts. Re-inspections of non-compliant properties are a key area to enhance compliance efforts. Expanding re-inspection efforts would support stronger compliance outcomes. Further, increasing the number of new (first-time) inspections is important to ensure timely identification and follow-up of non-compliant properties.

Enforcement has been deprioritised, weakening the overall impact and effectiveness of the RPMP. Data shows lack of follow-through on Notices of Direction (NoDs), which have been sparsely used by ORC. At present, there are no consequences for non-compliance, which undermines the credibility and effectiveness of ORC's inspections, re-inspections, the NoDs issued, and the overall achievement of RPMP objectives.

Summary of effective and less effective ORC RPMP efforts

We summarise in Table 2 the effective and less effective aspects of ORC's implementation of the RPMP using key elements of the RPMP programme logic: ORC inputs, activities, outputs, and outcomes.

Table 2: Effective and non-effective ORC RPMP efforts

	Effective aspects	Less effective aspects
Inputs	**Investment in technology:** the use of tools such as GIS mapping and the improved data collection system (Survey123) are significant improvements made by ORC. Improvements in the data system led to more consistent reporting and permitted before-and-after comparison of pest management efforts by landowners/occupiers. **Investment in staff:** ORC has made investment in their staff, creating	**Funding and prioritisation challenges:** while funding increases have been made, stakeholders report limited capacity for enforcement, monitoring, and proactive pest management. This suggests the challenge may lie not only in funding levels, but also in how resources are prioritised and allocated. **Funding use**: stakeholders reported an inefficient use of resources by ORC, targeted towards a reactive rather than proactive pest management approach. This limits the effectiveness of resources

	Effective aspects	Less effective aspects
	additional biosecurity and managerial roles to support the programme. **Increased total RPMP funding uplift:** funding for the RPMP was increased to support the delivery of the programme. **Targeted funding for specific initiatives:** dedicated funding streams for pests, such as rooks, spartina, wilding pines, or on the Otago Peninsula for site-led programmes led to success in pest control.	used. Stakeholders also highlighted challenges in short-term funding for community or site-led projects requiring long-term support to achieve sustainable outcomes. **Transparency and inclusivity:** stakeholders, including iwi, noted insufficient transparency in budget allocation to pest management initiatives of the RPMP (e.g. pest programmes and pests), and a lack of prioritisation for Māori, but also among NGOs. **Lack of RPMP spending understanding**: a challenge in ORC's current accounting system does not permit specific tracking of RPMP-related expenditures, hampering an appropriate assessment and clear indication of where the money is spent. **Limited spending on communicating the RPMP**: ORC has set aside a limited amount of funding to engage with the public to create awareness. However, creating awareness is a key success factor for RPMP effectiveness.
Activities	**Education campaigns:** public education campaigns, such as those targeting wallabies, pest of the month specifically for rooks, or targeted campaigns in regional areas for rabbits or predator-free initiatives, have improved awareness and encouraged individual action in rural areas. **Cross-boundary collaboration:** partnerships with council groups, like Environment Canterbury, are supporting pest management efforts relevant to controlling cross-boundary pests such as wallabies. **Oversight:** several examples exist where ORC provided oversight and brought together stakeholders, such as on the Otago Peninsula at site-led programmes, demonstrating successful pest management. **Targeted monitoring**: where ORC provided targeted monitoring, success can be achieved, for example relating to spiny broom and rook eradication, or	**Limited communication:** the communication budget is limited and the RPMP document is lengthy and hard to read. The lack of communication of the RPMP rules strongly reduces awareness of the plan, and landowner/occupier responsibilities. This is a critical point and causes an inefficiency of the RPMP. **Monitoring and inspection approach**: current inspections have a strong focus on specific pests (i.e. rabbits, bomarea, and old man's beard), which is likely driven by the rules of the RPMP (i.e. good neighbour rules and requirements to act) and by public awareness of pests; both increase the responsibility for ORC for inspections. This binds resources. While we acknowledge ORC's efforts to enhance monitoring, we want to highlight the opportunity to expand monitoring to other pests in high-biodiversity areas. ORC has made significant progress in this regard, particularly with old man's beard, by prioritising high-biodiversity areas for targeted monitoring.

	Effective aspects	Less effective aspects
	lagarosiphon.	**Re-inspections and new inspections**: ORC can improve in conducting re-inspections, which are limited at present. Increasing the number of new (first-time) inspections is also important to ensure timely identification and follow-up of non-compliant properties.
Outputs	**Localised species control:** success stories include rook eradication, and lagarosiphon management in Lake Wanaka and Lake Wakatipu. The latter relates to strong community efforts with oversight from ORC. **Increased community participation:** education-first approaches have led to greater involvement in local initiatives controlling possums.	**Lack of enforcement**: there is low prioritisation of enforcement and thus ORC is not meeting its targets as shown in our analysis. Furthermore, stakeholders noted that the lack of enforcement risks their efforts and time invested in managing pests according to the plan in their local areas. **Follow-up to non-compliance**: there is limited enforcement post non-compliance. While NoDs were issued, at present there has been no follow through consequences for non-compliance to NoDs. **More visibility needed**: outputs are required to show the public success stories of how funding is used and how the RPMP affects pest management efforts, potentially creating more community buy-in.
Outcomes	**Targeted successes:** targeted inputs, oversight, and clear monitoring led to success in rook eradication efforts, an effective and positive trajectory of spiny broom and spartina control. Where site-led programmes were empowered by funding and by oversight from ORC, success in pest management was achieved, for example in possum eradication on the Otago Peninsula or at West Harbour – Mt Cargill. Furthermore, national funding support is enabling success in developing approaches to enable improved wallaby pest management. These success stories reflect the potential of well-funded, collaborative efforts. **Enhanced awareness in some areas:** specific outreach efforts have led to improved understanding of pests among some rural landowners.	**Broader systemic issues:** systemic issues, like reinfestation of rabbit populations in localised areas around Queenstown and between Queenstown, Luggate and Wanaka, or gorse and broom issues fragmented efforts, and lack of enforcement limits broader progress towards an effective RPMP delivery. **Limited awareness of and compliance to the RPMP:** community groups, urban and lifestyle block landowners remain largely unaware of their responsibilities under the RPMP, which limits compliance but also the buy-in of the community. There is a general unawareness of the RPMP among the public as reported by stakeholders.

Recommendations to enhance the effectiveness of the current RPMP

Pest-specific recommendations are outlined in detail in the report. Three common areas for improvement have emerged from our programme level assessment, in order of priority:

1. Raise public awareness of the RPMP in Otago.
2. Prioritise compliance activity to improve public compliance to RPMP rules in Otago.
3. Improve current approach to monitoring and surveillance of RPMP pests.

Recommendations for each are listed in Table 3.

Table 3: Recommendations for priority areas

Raise public awareness	Improve public compliance	Improve monitoring/surveillance
• Simplify the RPMP presentation, accessibility and reach • Clarify rules and target communication to key audiences • Improve transparency to and motivation of public by sharing more success stories	• Initially, target enforcement efforts where investments and awareness are already in place (i.e. old man's beard, rabbits, bomarea, wilding pines). Also consider prioritisation of areas with highest biodiversity or economic/cultural value. • Communicate more clearly the consequences of non-compliance following inspections, while also highlighting success stories resulting from enforcement efforts. • Utilise powers under the Act of default work and cost recovery in cases of repeated non-compliance. • Leverage data to optimise enforcement efforts. • Increase the number of new and re-inspections. Consider targeting areas with highest biodiversity or economic/cultural value first. *Note: this should be accompanied by appropriate enforcement activities (i.e. default work and cost recovery) as inspections alone will have limited impact without follow-through.*	• Fill data gaps by leveraging citizen science and integrating stakeholder data. • Incentivise the public to contribute data where gaps are present. • Consider introducing outcome-based monitoring. • Invest in capacity and capability by utilising tools such as AI-enabled traps, drones, and remote sensing; additionally, provide training for biosecurity staff. • Prioritise efforts where data gaps are most significant, focusing first on areas with the highest biodiversity or economic/cultural value.

Recommendations to guide the next RPMP

Improve good neighbour rules

Effectiveness could be enhanced by revising the good neighbour rules, particularly in relation to wilding pines, rabbits, and gorse and broom.

- Current rules for wilding pines apply only within a 200-metre boundary, which stakeholders widely consider to be ineffective. A revised good neighbour rule should increase this distance; stakeholders have suggested a range of 2 to 3 kilometres to reflect the actual spread risk.
- For rabbits, effectiveness could be improved by requiring landholders to respond with at least an equivalent level of control to that undertaken by a neighbouring property that has successfully met its Modified McLean Scale (MMS) target. This would help ensure a coordinated and fair approach to rabbit management.
- Regarding gorse and broom, stakeholders recommended extending the application of good neighbour rules beyond rural areas to include peri-urban or lifestyle areas where these pests also pose challenges.

Good neighbour rules would further benefit from revision to improve equity and outcomes.

- Stakeholders have expressed concern that while private landowners are required to meet RPMP obligations, adjacent public land may not be subject to the same requirements, with ORC having limited ability to enforce compliance.
- The next RPMP should explicitly address these compliance gaps by clarifying the responsibilities of public land and strengthening ORC's enforceability of good neighbour rules on public land.

Expand pest scope

We further suggest that expanding the RPMP to pests that are currently not included in the RPMP (marine pests) and beyond site-led programmes (possums, goat, deer).

On a programme level, ORC could improve the effectiveness as follows:

- Improving data to improve RPMP effectiveness
- Investing in new or refining existing site-led programmes

ORC could further consider a shift in pest-management, which requires further testing, as follows:

- An integrated pest management approach, leveraging catchment action plans.

Specific recommendations and suggestions for each are presented in the table below.

Table 4: Recommendations and suggestion for the next RPMP

Recommendation		**Suggestion**
Improving data to improve effectiveness	**Refining scope and extending the number of site-led programmes**	**Integrated pest management approach**
• Fund an additional full-time equivalent data science officer. • Leverage existing data from repositories, crowd-sourced from iNaturalist/ Global Biodiversity Information Facility /Report a Pest, stakeholders, and neighbouring councils to develop a regional data dashboard. • Commission a predictive AI model that integrates data from various sources, updates the dashboard, and identifies current and future pest trends. This model should provide real-time estimations of pest concerns, helping ORC and stakeholders to target and prioritise efforts effectively.	• Increase the number of site-led programmes across Otago, varying in size based on local needs and community buy-in. Identify sites by recognised biodiversity value with a clear biosecurity outcome, but also consider local preferences, for example local understanding of need, willingness to participate, or areas of cultural significance and taoka species. • Build on the success of site-led programmes where ORC has taken on a coordinating role. • Sustain funding and provide longer-term financial support for initiatives. • Leverage small-scale management programmes (SSMPs) to progressively act on emerging pest threats (which does not require a consultation under the Biosecurity Act). Embed consideration of SSMPs approach in the next RPMP, explaining how and why it would be used within the RPMP.	• Identify value proposition to gauge catchment group/community interest. Decisions should be based on their capacity and willingness. *If the value proposition is clear/support exists, establish the approach* • ORC would provide support and resourcing to catchment groups including involved community groups and groups of landowners. • ORC would ensure that RPMP objectives complement catchment group goals, particularly in biodiversity protection. This would require a formal consultation with the public for the next RPMP. • ORC would take a leadership and communication role and focus on emerging pests and enforcement.

1. Introduction

Otago Regional Council (ORC) contracted Sapere to provide an interim effectiveness evaluation of the Regional Pest Management Plan (RPMP) in Otago. The RPMP is a strategic plan for 51 pests in the Otago Region and was introduced in November 2019. The 2019 version expanded the scope of the 2009 plan, providing additional detail to the task of pest management in the region, and introducing new categories, rules, and programmes. The RPMP aims to manage and reduce the impacts of harmful pests on the region's environment, economy, biodiversity, and communities. Specifically, it provides a framework for ORC to identify priority pest species, set objectives for their control, and outline responsibilities for landowners, local authorities, and other stakeholders.

The RPMP received a material funding uplift since inception. It increased from $1.3 million in 2019/20 to $2 million in 2021/22. In 2021/22, it increased by more than 50 per cent to $3.2 million. It further increased in 2022/23 and 2023/24 to $3.8 million and $4 million respectively. The increased funding reflects the fact that the 2019 RPMP introduced significant changes to align with national policies and address local pest management challenges more effectively. The programme is evolving beyond what was initially anticipated when it was established last decade.

Scope of evaluation

The purpose of Sapere's interim evaluation is to help ORC understand what is working well, identify areas for improvement, assess progress towards pest management objectives and the programme's effectiveness, and provide indications on the trajectory towards meeting objectives by 2029. Where appropriate, we provide recommendations for enhancing the RPMP's delivery to meet its objectives.

We have approached the evaluation using a mixed-method approach. We have analysed interim outcomes with available data and provided further insights into the programme's effectiveness by engaging stakeholders in interviews and workshops.

Our review is guided by the following principal question:

> How 'on-track' is ORC to deliver the objectives of the Otago RPMP, and how effective is it in this endeavour?

Our review investigates and three core questions, each validated by appropriate evidence. It:

1. identifies aspects of the RPMP where ORC is being effective in achieving the stated objectives
2. identifies aspects of the RPMP where ORC is not being effective in achieving the stated objectives, and describes how/where improvements can be made
3. provides recommendations to guide the next edition of the RPMP to be more effective and fit-for-purpose.

These three core insights and principal question are broken down into a set of questions intended to guide the evaluation. The questions were developed together with ORC at the onset of the project. They are designed to offer a clear structure and focus for the evaluation.

- Do ORC staff have sufficient support, capacity, and capability available to deliver the RPMP?

- What is the impact (i.e. awareness and compliance) of the RPMP on key populations?
- What are the critical success factors that influence the successes for pest management?
- How does the RPMP align with statutory responsibilities and other pest management strategies?
- What is the impact of the RPMP on interim and end outcomes/what progress has been made towards achieving the pest objectives?
- Is the right investment strategy chosen to deliver an effective programme?
- What are the next steps for the RPMP?

2. Context of the RPMP

The Regional Pest Management Plan 2019-2029 is a comprehensive framework designed to address pest management challenges in Otago. Building on the Otago Pest Management Strategy 2009-2019, the RPMP introduces expanded pest categories, updated rules, and site-specific programs while aligning with national policies.

This chapter outlines the continuity and changes introduced in the RPMP, ORC's legislative mandate under the Biosecurity Act 1993 and National Policy Direction for Pest Management 2015, and details the five pest management programmes—exclusion, eradication, progressive containment, sustained control, and site-led programmes. It also examines the responsibilities of ORC and landowners in implementing these programmes.

2.1 From 2009 to 2019: shift in pest management

The RPMP is the successor pest management strategy to the Otago Pest Management Strategy (OPMS) 2009-2019. It significantly expands the scope and detail of pest management in Otago, introducing new categories, rules, and programs while building on the foundation laid by the 2009 strategy. It aligns more closely with national policies and introduces site-specific approaches to pest management. This section provides a comparison between the RPMP and the OPMS, highlighting the unique elements and changes introduced by the RPMP.[1]

2.1.1 Continuity from 2009 strategy

Landowner responsibility

The primary responsibility for managing most pests on private land continues to rest with landowners and occupiers. This approach emphasises the importance of individual action in pest control efforts and maintains continuity with previous pest management strategies. It recognises that effective pest management requires active participation from those who are most directly affected by and in control of their land.

Rabbit management

Rabbit control remains a specific focus of landowner responsibilities. The requirement to maintain rabbit densities at or below level 3 on the Modified McLean Scale (MMS) indicates a continued commitment to controlling this particularly problematic pest. The MMS is a standardised method for assessing rabbit population density, with level 3 typically representing a low level of infestation. By setting this benchmark, the strategy aims to keep rabbit populations at a manageable level across the region.

[1] This section is informed by the Otago Regional Pest Management Plan 2019-2029 (Otago Regional Council, 2019a), ORC Council meeting public agenda 25 September 2019 (Otago Regional Council, 2019b), and the Pest Management Strategy for Otago 2009 (Otago Regional Council, 2009).

Basic structure of the RPMP

The RPMP builds upon and extends the pest management approaches established in the 2009 strategy. These approaches include:

- eradication: completely removing the pest from the area.
- control: reducing the pest population to minimise its impact.
- containment: preventing the spread of the pest to new areas.

By maintaining these core strategies while extending their application, the RPMP demonstrates a commitment to continuity in pest management approaches.

2.1.2 Changes from the previous iteration

The RPMP introduces significant changes to align with national policies and address local pest management challenges more effectively. These updates represent a comprehensive overhaul, reflecting the evolving nature of pest management and the need for targeted, robust approaches.

Expanded scope

The number of species classified as pests has more than doubled, increasing from 23 to 51 (see Appendix B for a list of pest species). This broader scope highlights a more comprehensive strategy to tackle a wider range of species that threaten Otago's ecosystems and agriculture.

The increased number of pests in the RPMP necessitates awareness of new rules for new pests among landowners and occupants, and a working system in place to monitor progress against the objectives.

Alignment with national policy

The RPMP addresses inconsistencies with the National Policy Direction for Pest Management 2015, introducing updated objectives, rules, intermediate outcomes, and new programme descriptors:

- Programme categories: exclusion, eradication, progressive containment, sustained control, and site-led management.
- Good neighbour rules: designed to ensure equitable pest management responsibilities across property boundaries, unless a rule is specified.

Enhanced landowner responsibilities

The current plan places greater emphasis on landowner participation, with expanded requirements such as:

- larger gorse and broom free areas
- stricter boundary rules for pests
- simplified rabbit control measures to improve compliance
- new rules targeting Russell lupins.

Revised pest categorisation

The categorisation of pests has also seen changes. In the 2009 strategy, most species (16 out of 21) were targeted for eradication in some form. However, the new RPMP reflects a more nuanced approach based on the effectiveness of past efforts:

- Wilding conifers: reclassified from eradication to progressive containment.
- Gorse and broom: moved from eradication to sustained control.
- Lagarosiphon: now under site-led management instead of eradication.
- Feral rabbits: classified as sustained control due to challenges in eradication.

Introduction of site-led programmes

New site-led programmes target specific areas, including West Harbour – Mt Cargill, and Otago Peninsula. These initiatives focus on managing unique plant and animal pests through localised collaboration.

Structural consistency

The RPMP adopts a nationally consistent structure, facilitating better coordination of pest management efforts across New Zealand.

Substantial funding increases

To support these expanded efforts, the biosecurity budget has seen significant growth:

- 2019/20: $1.32 million raised to $1.9 million.
- 2021/22: Increased by more than 50 per cent to $3.2 million.
- 2022/23: Further raised to $3.8 million.
- 2023/24**:** Expanded to $4 million.

These updates reflect the Otago Regional Council's commitment to addressing complex pest management challenges while ensuring alignment with national guidelines and fostering regional collaboration.

Observation on funding and use of funding for RPMP

ORC provided financial data for the fiscal years 2019/2020 to 2023/2024. A limitation of the current spending records is the lack of linkage between expenditures and RPMP activities. As a result, we were unable to utilise the financial data for the RPMP assessment, which is relevant for incorporating updated financial inputs into the logic models developed in Section 3. We engaged with ORC on the financial data and discussed a proportional increase across pest programmes from the provided baseline figures, reflecting the funding uplift for the RPMP. The consensus was to use the baseline figures. Financial data tied to RPMP activities will be essential for conducting a cost-benefit analysis (CBA) at the conclusion of the 2019-2029 iteration, which is a requirement under the National Policy Direction for Pest Management 2015. We recommend improving the coding of expenditures to align them with RPMP activities, at least at the RPMP programme level, to enhance the utility and accuracy of financial assessments.

2.2 Otago Regional Council's legislative mandate

ORC's biosecurity strategy and pest management approach under the RPMP are guided by two key legal frameworks.

2.2.1 The Biosecurity Act 1993 (the Act)

The Biosecurity Act establishes the authority and responsibility of regional councils to manage pests and harmful organisms within their regions. Under the Act, regional councils are mandated to:

- coordinate pest management efforts across their regions
- facilitate the development and alignment of regional pest management plans and regional pathway management plans
- encourage public participation and support for pest management initiatives
- promote collaboration among stakeholders to enhance the efficiency, effectiveness, and equity of pest management programs (Section 12B(2) of the Act).

Under this legal framework, ORC has identified 51 plant and animal species as pests in its RPMP, which is reviewed every 10 years. The council is responsible for administering the pest management programs outlined in the plan, including monitoring and enforcing the rules related to pest management. While the Act does not legally require ORC to carry out pest management activities, the council has chosen to take control action against several pest plants.

2.2.2 The National Policy Direction for Pest Management (NPD) 2015

Effective since September 24, 2015, the NPD ensures consistency and alignment of pest management plans across New Zealand, promoting efficient resource use. The NPD requires regional councils to:

- set clear objectives and programme descriptions
- conduct cost-benefit analyses and allocate costs
- classify pests into programme types: exclusion, eradication, progressive containment, or sustained control[2]
- define good neighbour rules for equitable pest management.

[2] The 'site-led' programme type included in the ORC's RPMP is not mandated by the NPD but can be seen as a proactive approach to addressing local ecological challenges.

2.3 Operational implementation

Under the NPD, the ORC must prepare an annual operational plan to implement the RPMP. Key features of this plan include:

- proactive engagement: collaboration with landowners and occupiers to encourage participation
- flexibility: use of exemption powers to adapt pest management approaches to specific situations.

Good neighbour rule

A component of both the NPD and the RPMP, the good neighbour rule applies to old man's beard, wilding conifers, gorse and broom, nodding thistle, ragwort, Russell lupin, and rabbits. The good neighbour rule requires landowners to control pests within certain distances, depending on the pest, along property boundaries when a neighbouring landowner has already undertaken control measures. This obligation also extends to Crown land. We note that in practice, there are limitations to good neighbour rules that reduce their effectiveness compared to a fully rules-based system for pest management. For example, a landowner may comply with the good neighbour rule for gorse by clearing gorse within 10 metres of the boundary, yet still contribute to pest issues affecting their neighbour if the rest of the property remains infested with gorse, allowing gorse seeds to disperse across the boundary.

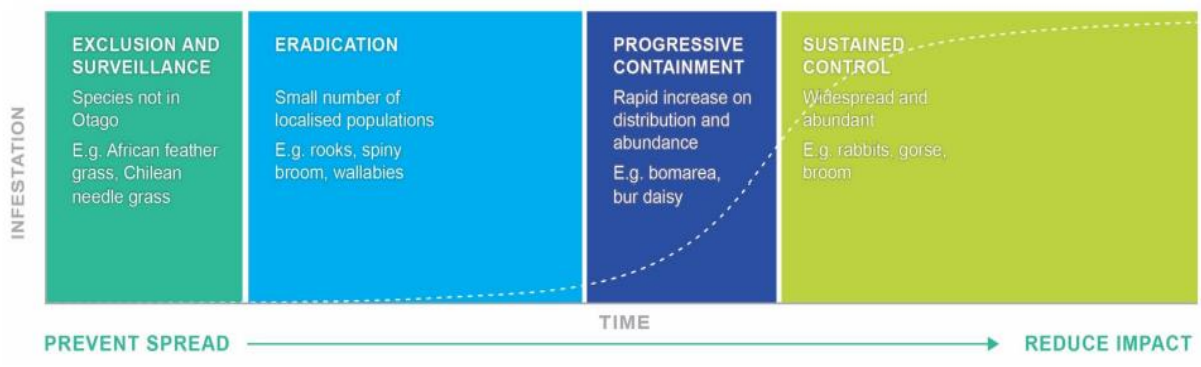
Partnerships

ORC collaborates with a range of partners to deliver its pest management programmes, particularly for site-led initiatives. Appendix D provides a non-exclusive list of these partners and outlines their roles in supporting pest management efforts.

2.4 The RPMP: Five pest management programmes

The 51 pests declared under the RPMP are allocated to five distinct pest management programmes: exclusion, eradication, progressive containment, sustained control, and site-led. The first four programmes are mandatory under the Act, and pests were allocated to the programmes according to their infestation levels in Otago at the time of the RPMP consultation in 2018/19. Figure 1 illustrates the four categories against the pest infestation curve.

Figure 1: Pest infestation curve



Source: Otago Biosecurity Strategy 2019

Across all programmes, the ORC implements a combination of surveillance, compliance oversight and enforcement, public education, and collaboration with landowners and other agencies. This multi-faceted approach is intended to ensure effective pest control, protecting Otago's natural landscapes, agricultural productivity, and biodiversity from the ongoing threat of invasive species. Our tables in the following section show the varied approach in terms or rules and responsibilities across pests and pest programmes. This variation can pose a challenge in communicating responsibilities to stakeholders and the public, not just due to the large number of pests but also the different responsibilities associated with these pests.

We provide a detailed logic model for each of the programmes to meet their objectives under the RPMP in Section 3. We describe below each programme objective, as well as ORC and land occupier/owner duties under the RPMP rules. This is informed from the Biosecurity Operational Plan 2020/21 (Otago Regional Council, 2020).

2.4.1 Exclusion programme

Objective: Prevent new pests from establishing in Otago that are present in other parts of New Zealand but have not yet invaded the region.

The overarching goal is to ensure that none of these pests, which are identified as high-risk, establish themselves in Otago. Key threats like Chilean needle grass, moth plant, and hornwort could disrupt Otago's biodiversity, agriculture, and waterways. The strategy relies on vigilant monitoring in vulnerable areas such as agricultural lands and water systems. This involves close collaboration with neighbouring councils to coordinate efforts and share knowledge about managing these pests. Landowners, particularly in agriculture and water sectors, are also educated to prevent these species from taking hold. Table 5 lists the exclusion pests, responsibilities of ORC and the landowner/occupier, and whether the pest was included in some form in the previous RPMP strategy.

Table 5: Exclusion programme pests

Pest name	ORC				Landowner/occupier		In 2009-2019 strategy
	Advocacy / education	Inspection / monitoring / surveillance	Collaboration	Service delivery	Requirement to act	Good neighbour rule	
African feather grass	Yes	Yes	Yes	Yes	No	No	Yes
Chilean needle grass	Yes	Yes	Yes	Yes	No	No	No
Egeria	Yes	Yes	Yes	Yes	No	No	No
False tamarisk	Yes	Yes	Yes	Yes	No	No	No
Hornwort	Yes	Yes	Yes	Yes	No	No	No
Moth plant	Yes	Yes	Yes	Yes	No	No	No

Source: Sapere derived based on ORC document review and Otago Regional Pest Management Plan 2019-2029.

2.4.2 Eradication programme

Objective: Eliminate certain pests that are present in Otago, where their populations are still small enough that complete eradication is achievable within the RPMP timeframe.

Target pests include rooks, Bennett's wallaby, and spiny broom, all of which threaten Otago's agricultural productivity and native ecosystems. The regional council leads the eradication efforts, organising direct control activities such as rook management. Wallaby control is more complex due to their potential spread from neighbouring Canterbury. For this, Otago collaborates with Environment Canterbury to coordinate control efforts and enforce strict rules against keeping wallabies as pets. Eradication measures are carried out through surveillance, particularly in areas near regional borders, aiming to completely remove these pests from the region. Table 6 lists the eradication pests, responsibilities of ORC and the landowner/occupier, and whether the pest was included in some form in the previous RPMP strategy.

Table 6: Eradication programme pests

Pest name	ORC				Landowner/occupier		In 2009-2019 strategy
	Advocacy / education	Inspection / monitoring / surveillance	Collaboration	Service delivery	Requirement to act	Good neighbour rule	
Bennett's wallaby	Yes	Yes	Yes	Yes	Yes	No	Yes
Rooks	Yes	Yes	Yes	Yes	No	No	Yes
Spiny broom	Yes	Yes	Yes	Yes	No	No	Yes

Source: Sapere derived based on ORC document review and Otago Regional Pest Management Plan 2019-2029.

2.4.3 Progressive containment programme

Objective: Contain and reduce the spread of pests that are already established in parts of Otago but are not yet widespread across the entire region.

This programme addresses pests that are established in parts of Otago but have not yet spread across the whole region. It aims to contain these pests, preventing their further spread while reducing their impact in affected areas. Pests like old man's beard, wilding conifers, and African love grass are controlled through a containment approach, where eradication is attempted in less-affected zones but not feasible in heavily infested areas. Landowners play a crucial role here, being responsible for managing pests on their properties to prevent them from spreading. For instance, wilding conifers are managed differently depending on land types, with strict control enforced in designated areas. This programme aims to contain and reduce the spread of these pests over the course of the RPMP timeframe, protecting areas that are currently pest-free. Table 7 lists the progressive containment pests, responsibilities of ORC and the landowner/occupier, and whether the pest was included in some form in the previous RPMP strategy.

Table 7: Progressive containment programme pests

Pest name	ORC				Landowner/occupier		In 2009-2019 strategy
	Advocacy / education	Inspection / monitoring / surveillance	Collaboration	Service delivery	Requirement to act	Good neighbour rule	
African love grass	Yes	Yes	Yes	Yes	No	No	Yes
Bishop pine	Yes	Yes	Yes	Yes	Yes	Yes	No
Bomarea	Yes	Yes	Yes	No	Yes	No	Yes
Boneseed	Yes	Yes	Yes	No	Yes	No	Yes
Bur daisy	Yes	Yes	Yes	No	Yes	No	Yes
Cape ivy	Yes	Yes	Yes	No	Yes	No	Yes
Contorta (lodgepole) pine	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Corsican pine	Yes	Yes	Yes	Yes	Yes	Yes	No
Douglas fir	Yes	Yes	Yes	Yes	Yes	Yes	No
European larch	Yes	Yes	Yes	Yes	Yes	Yes	No
Maritime pine	Yes	Yes	Yes	Yes	Yes	Yes	No
Mountain pine and dwarf mountain pine	Yes	Yes	Yes	Yes	Yes	Yes	No
Nassella tussock	Yes	Yes	Yes	No	Yes	No	Yes
Old man's beard	Yes	Yes	Yes	No	Yes	Yes	Yes
Perennial nettle	Yes	Yes	Yes	No	Yes	No	Yes
Ponderosa pine	Yes	Yes	Yes	Yes	Yes	Yes	No
Radiata pine	Yes	Yes	Yes	Yes	Yes	Yes	No
Scots pine	Yes	Yes	Yes	Yes	Yes	Yes	No
Spartina	Yes	Yes	Yes	Yes	Yes	No	Yes
White-edged nightshade	Yes	Yes	Yes	No	Yes	No	Yes

Source: Sapere derived based on ORC document review and Otago Regional Pest Management Plan 2019-2029.

Definition of progressive containment success

We note a degree of ambiguity for progressive containment in meeting pest objectives, i.e. its magnitude of success. Successful progressive containment could be achieved where the pest prevalence is just marginally reduced over the 10-year plan, for example overall by 1 per cent and contained in areas where the pest is present at baseline in 2019. It may be beneficial for ORC to set a specific target to progressive containment for accountability, to specifically define 'progressive' in numeric terms.

2.4.4 Sustained control programme

Objective: Maintain ongoing control of established pests, to ensure their populations remain at manageable levels and do not spread to neighbouring properties or cause significant damage.

In this programme, the focus is on maintaining control over pests that are well-established in Otago but must be managed to keep their populations in check and moderate their impact. This ensures that they do not cause widespread damage or spread to neighbouring properties. Pests like rabbits, gorse, broom, and nodding thistle are controlled by enforcing rules that require landowners to keep pest populations below a certain threshold. For example, rabbit populations must be kept below level 3 on the Modified McLean Scale, which measures rabbit prevalence. Landowners are required to clear infestations of gorse and broom within specific boundaries to prevent these plants from spreading. In some areas such as riverbeds and watercourses, Russell lupins are targeted to protect sensitive ecosystems. Table 8 below lists the sustained control pests, responsibilities of ORC and the landowner/occupier, and whether the pest was included in some form in the previous RPMP strategy.

Table 8: Sustained control programme pests

Pest name	ORC				Landowner/occupier		In 2009-2019 strategy
	Advocacy / education	Inspection / monitoring / surveillance	Collaboration	Service delivery	Requirement to act	Good neighbour rule	
Broom	Yes	Yes	Yes	No	Yes	Yes	Yes
Feral rabbits	Yes	Yes	Yes	No	Yes	Yes	Yes
Gorse	Yes	Yes	Yes	No	Yes	Yes	Yes
Nodding thistle	Yes	Yes	Yes	No	Yes	Yes	Yes
Ragwort	Yes	Yes	Yes	No	Yes	Yes	Yes
Russell lupin	Yes	Yes	Yes	No	Yes	Yes	No

Source: Sapere derived based on ORC document review and Otago Regional Pest Management Plan 2019-2029.

2.4.5 Site-led programme

Objective: Manage pests at specific sites where they threaten ecological, cultural, or social value. This programme is focused on protecting high-value areas from the impact of certain pests.

Specific sites like Otago Peninsula, West Harbour – Mt Cargill, and Quarantine and Goat Islands are prioritised for pest management efforts. The goal is to protect rare species and important ecosystems from pest damage. Side-led pest programmes focus on exclusive pests, i.e. pests that are not falling into the remit of the RPMP elsewhere in Otago, such as mustelids, feral deer and cats, and possums. In addition, the management of aquatic pests such as lagarosiphon is critical in key lakes and rivers where the invasive weed threatens water ecosystems. The regional council works closely with communities, government agencies, and conservation groups to manage pest populations in these valuable areas. This programme aims to protect the biodiversity of these high-priority sites by managing or eradicating the pests that threaten them. Table 9 below lists the site-led pests,

responsibilities of ORC and the landowner/occupier, and whether the pest was included in some form in the previous RPMP strategy.

Table 9: Site-led programme pests

Pest name	ORC				Landowner/occupier		In 2009-2019 strategy
	Advocacy / education	Inspection / monitoring / surveillance	Collaboration	Service delivery	Requirement to act)	Good neighbour rule	
Banana passionfruit	Yes	Yes	Yes	No	Yes	No	No
Bennett's wallaby (site-led animals)	Yes	Yes	Yes	Yes	Yes[3]*	No	No
Chilean flame creeper	Yes	Yes	Yes	No	No	No	No
Darwin's barberry	Yes	Yes	Yes	No	No	No	No
Feral cat	Yes	Yes	Yes	No	Yes*	No	No
Feral deer	Yes	Yes	Yes	No	Yes*	No	No
Feral goat	Yes	Yes	Yes	No	Yes*	No	No
Feral pig	Yes	Yes	Yes	No	Yes*	No	No
Gunnera	Yes	Yes	Yes	No	No	No	No
Hedgehog	Yes	Yes	Yes	No	Yes*	No	No
Lagarosiphon	Yes	Yes	Yes	Yes[4]	No	No	Yes
Mustelids	Yes	Yes	Yes	No	Yes*	No	No
Possum	Yes	Yes	Yes	No	Yes*	No	No
Rats	Yes	Yes	Yes	No	Yes*	No	No
Sycamore	Yes	Yes	Yes	No	No	No	No
Tradescantia	Yes	Yes	Yes	No	No	No	No

Source: Sapere derived based on ORC document review and Otago Regional Pest Management Plan 2019-2029.

2.5 Interaction with other pest management programmes

While ORC has a mandate to act, it is also important to note that the RPMP intersects with several national and regional pest control programmes that themselves impact on the effectiveness of pest control by creating awareness and compliance. Thereby, these programmes are likely interacting with the impact of the RPMP on related pest objectives, and vice versa.

[3] *No person shall keep, hold, enclose or otherwise harbour in any place, either in transit to or present at West Harbour – Mt. Cargill, on the Otago Peninsula and on Quarantine and Goat Islands: Bennett' Wallaby, feral deer, feral goat, feral pig, mustelid, feral cat, hedgehog or possum; and rats on Quarantine and Goat Islands.

[4] ORC can undertake service delivery e.g. at priority sites not controlled by LINZ. Primary control is undertaken by LINZ.

This reverse relationship is likely most notable for wilding conifers and wallabies. The National Wilding Conifer Control Programme, established in 2016, aims to prevent their spread and progressively reduce wilding conifer infestations. This programme complements regional efforts like Otago's wilding conifer strategy, which fills the gap between national strategies and local operational plans. ORC plays a critical role in providing leadership, enabling control efforts, and ensuring compliance under the RPMP framework. Collaboration with stakeholders such as landowners, community groups, and forestry industries is central to these initiatives (Ministry for Primary Industries, 2014; Otago Regional Council, 2025).

Other overlapping initiatives include the Tipu Mātoro National Wallaby Eradication Programme, aimed at containing and eradicating wallaby populations. The Tipu Mātoro National Wallaby Eradication Programme is a collaborative effort to control and eradicate invasive wallabies in New Zealand, aiming to protect native biodiversity, agricultural productivity, and regional ecosystems. In Otago, ORC plays a key role in the programme by monitoring wallaby populations, supporting landowners with control efforts, and raising public awareness. ORC's involvement is crucial in preventing the spread of wallabies from neighbouring regions, ensuring the long-term health of the environment and agricultural sectors. Community participation and cross-regional cooperation are central to the programme's success.

3. Intended path of RPMP effect: logic models

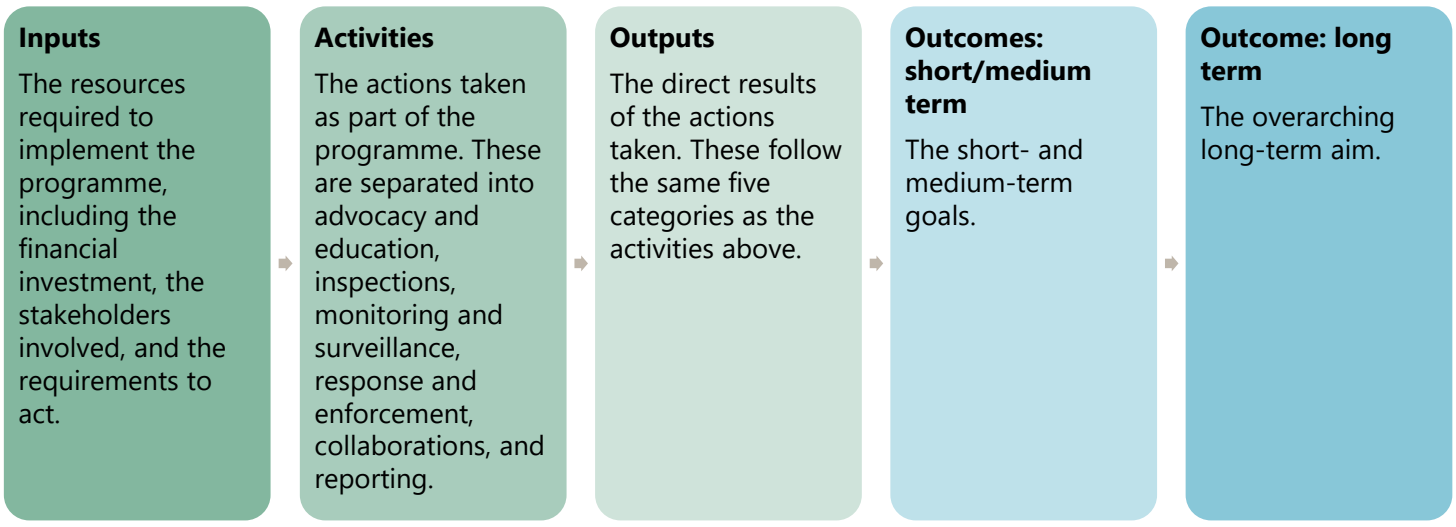
In this chapter, we present our developed RPMP programme-specific logic models. The models are intended to help readers understand how the ORC aims to achieve its pest management objectives.

A logic model is a visual tool that illustrates the relationship between a programme's resources, activities, outputs, and intended outcomes.

We develop retrospective logic models for each pest management program, informed by ORC's pest management and biosecurity plans, annual Biosecurity Operational Plan reports, and key performance indicators (KPIs) (2020/21–2023/24). Following the Department of Conservation (DOC) approach, these models focus on outcomes rather than impacts, with long-term outcomes serving as impact indicators. It is important to note that activities and measures can change between years when the operational plan is revised/updated. Accordingly, the components of the logic models can change over time, and the interpretation of the models is exemplary.

The logic models are composed of five components, illustrated below.

Figure 2: Logic model components



Note on expenditure data

ORC provided us with RPMP expenditure data from 2019/20 to 2023/24. However, from 2020/21, the financial coding was changed so that RPMP expenditure could not be split by programme. As a result, we must examine expenditure for the RPMP in aggregate. Allocation of funds against pest management programmes are informed from the biosecurity plan 2020/21 and reflect a total allocation of about $2 million per annum. We decided against updating these figures to reflect the funding uplift as a proportionate linear increase after testing with ORC. ORC's RPMP expenditure rose significantly over five years, from $1.3 million in 2019/20 to $4 million in 2023/24, with a notable 50 per cent jump in 2021/22.

The rest of the section outlines each programme's logic model. We note that rules and enforcement are discussed in further detail in section 4.

3.1 Exclusion programme

The exclusion programme is the responsibility of ORC. It is allocated $4,000 of funding annually. We note that this figure does not include staff cost. Key stakeholders include ORC staff, farmers, river users, neighbouring councils, biosecurity experts, and Crown agencies.

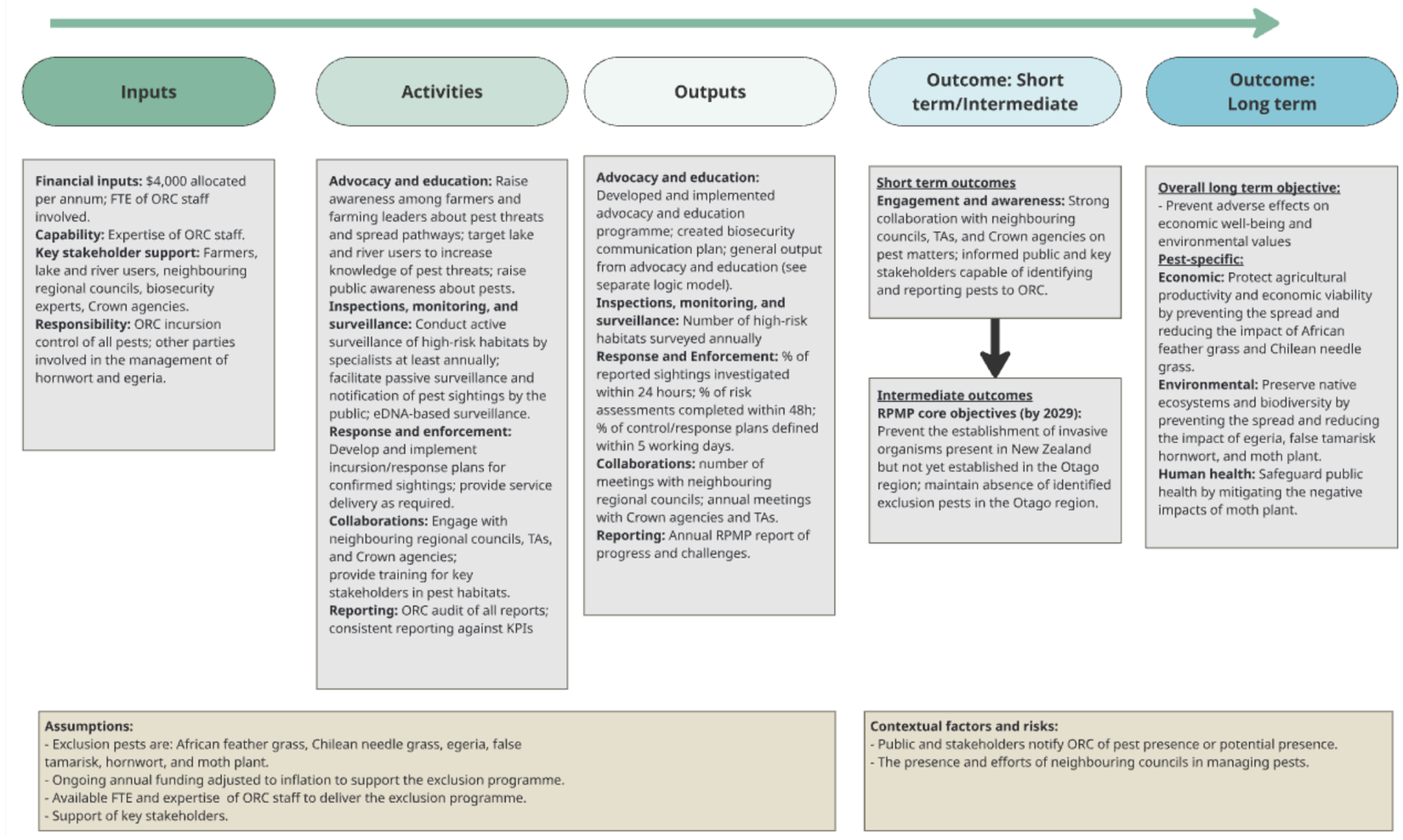
The core activities relate to advocacy and education to raise awareness, inspections to manage high-risk habitats, eDNA-based surveillance, and enforcement to respond to sightings of pests. To do so, ORC work with neighbouring regional councils, territorial authorities, and Crown agencies.

The exclusion programme's outputs relate to tangible results from its activities. They include education programmes, high-risk habitat surveys, investigations, and meetings held. Reporting mechanisms are also in place, ensuring that ORC can audit and track pest control progress and challenges.

In the short term, the programme aims to promote collaboration with its stakeholders and inform the public about reporting pests. In the medium term, it aims to prevent invasive pests that are present in New Zealand from establishing in Otago.

The long-term objective is to protect Otago's economic, environmental, and human health. The economic health focus aims to protect the agricultural value of land. For environmental health, it aims to preserve the natural environmental value. The human health goal is to mitigate moth plant's impacts.

Figure 3: Exclusion programme logic model



3.2 Eradication programme

The eradication programme is allocated $349,000 annually. The majority (97 per cent) of this figure is assigned to wallabies, with smaller amounts to rooks (2 per cent), and spiny broom (1 per cent). ORC is responsible for all three pests, while occupiers, landowners, and the public are required to help report and manage wallabies.

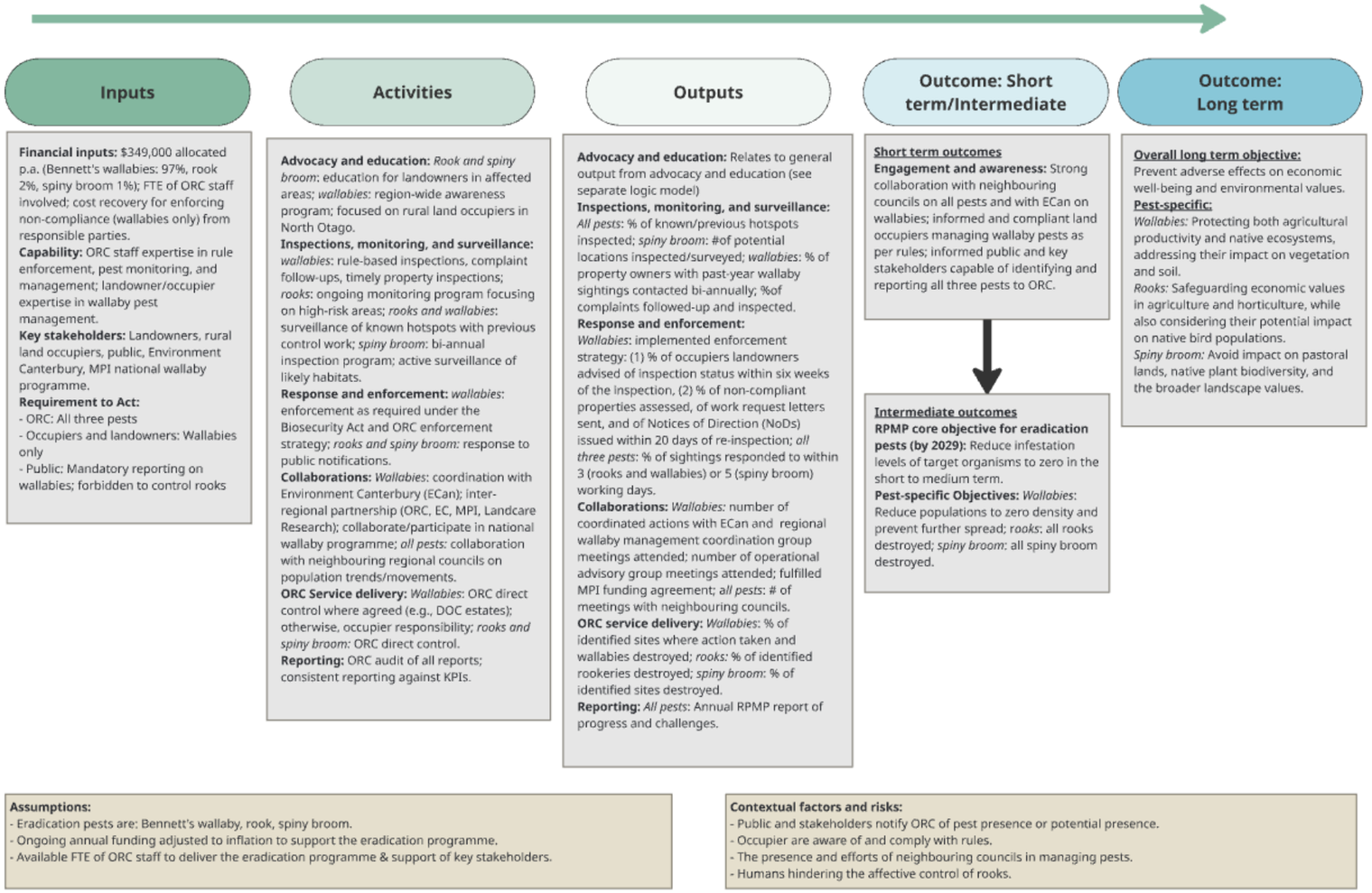
The programme's activities involve landowner education to increase awareness, inspections to ensure compliance, and monitoring and surveillance of high-risk areas. ORC enforces compliance as required, and facilitates collaboration with Environment Canterbury, Ministry for Primary Industries (MPI), Landcare Research, and the national wallaby programme.

The outputs directly relate to activities. These include the number of inspections, the enforcement strategy implementations, sightings responded to, meetings held, and pests destroyed. Reporting is also required to ensure the ORC tracks progress and challenges.

The short-term outcome is to promote collaboration between neighbouring councils on all pests, and to increase the public's awareness. The medium-term outcome is to reduce infestation levels of the three pests to zero.

The eradication programme's long-term outcome is to protect Otago's economic and environmental value. Wallaby eradication will preserve the agricultural value of land. Similarly, rook eradication will preserve agricultural value while also protecting native bird populations. For spiny broom, eradication will preserve the land's pastoral and biodiversity value.

Figure 4: Eradication programme logic model



3.3 Progressive containment programme

The progressive containment programme is funded with an annual budget of $442,500. This budget is assigned to old man's beard (32 per cent), wilding conifers (27 per cent), Nassella tussock (16 per cent), spartina (7 per cent), African love grass (2 per cent), and the remainder to low incidence pests. ORC, landowners, occupiers, and Crown agencies are the stakeholders involved. Property owners are subject to the good neighbour rule for old man's beard and wilding conifers.

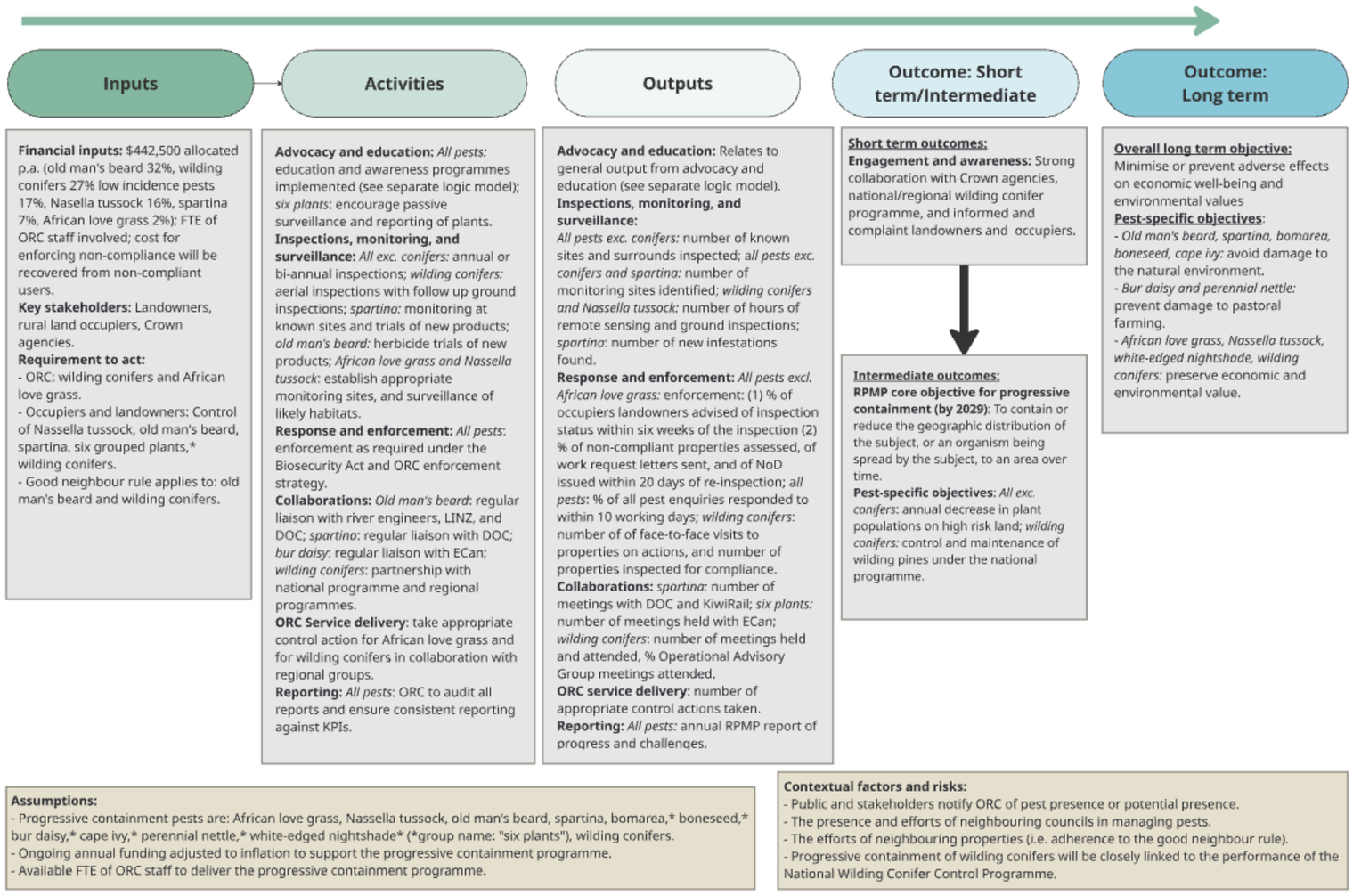
Education activities promote awareness of progress, control pests and encourage surveillance and reporting. ORC conduct regular inspections and monitor high-risk sites for signs of new infestations, with enforcement actions taken for non-compliance. Collaboration with stakeholders is crucial, particularly with the national and regional wilding conifer programmes.

The programme's outputs include increased public awareness, inspections of known sites, compliance KPIs met, meetings held, and control actions taken. The ORC also reports on progress and challenges.

The short-term outcome is to collaborate with stakeholders and inform landowners and occupiers. The medium-term outcome is to contain or reduce the pest's geographic distribution. This outcome involves reducing the spread of the pest population on high-risk land and assisting with the control of wilding conifers under the national programme.

The long-term goal is to limit the pests' impact on the economic and environmental value of Otago. For old man's beard, spartina, bomarea, boneseed, and cape ivy, the goal is to prevent environmental damage. For bur daisy, white-edged nightshade, African love grass, Nassella tussock, and perennial nettle, this involves protecting the pastoral value of land.

Figure 5: Progressive containment programme logic model



3.4 Sustained control programme

The sustained control programme is allocated $903,000 per annum, with the majority (89 per cent) targeted at feral rabbits. Key stakeholders are landowners, occupiers, Crown agencies, and community rabbit programme participants. Occupiers and landowners are legally required to act for all pests and are subject to the good neighbour rule for rabbits, nodding thistle, ragwort, gorse, broom, and Russell lupin.

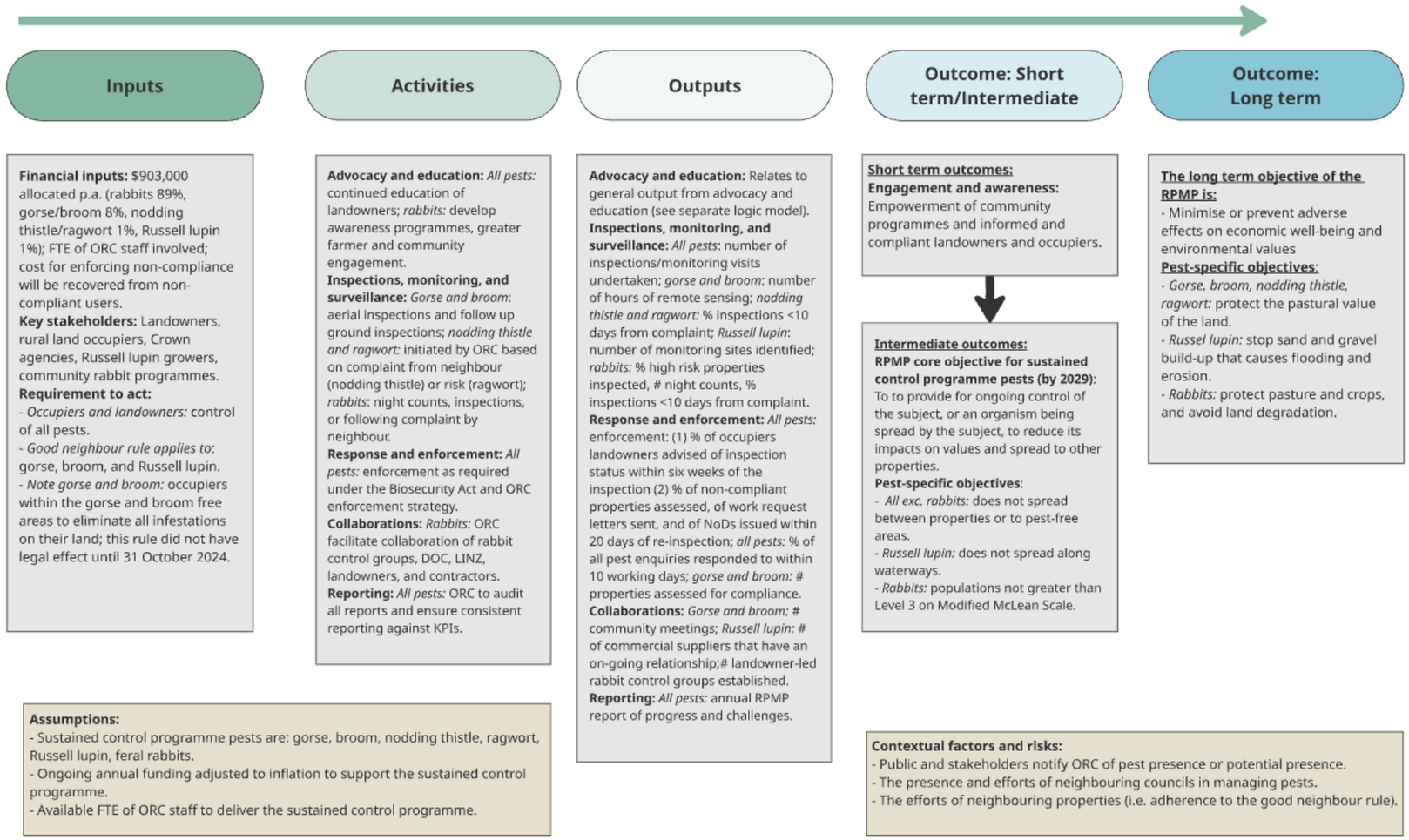
Advocacy and education activities aim to increase landowners' awareness. ORC inspect properties to ensure compliance and follow up with enforcement activities as necessary for non-compliant properties. Collaboration includes meetings with the community, Russell lupin commercial suppliers, and local community rabbit groups. ORC is required to report on all progress and changes.

The outputs relate to measurable activities such as the number of inspections, monitoring visits, and enforcement measures. KPIs track compliance rates and response times to ensure complaints are followed up. Collaboration outputs relate to the number of meetings held.

The short-term outcome is to inform landowners and occupiers. The medium-term outcome is to control pests to reduce their spread. For Russell lupin, this is to prevent spread along waterways.

The long-term outcome is to minimise or protect economic and environmental value. For all pests, excluding Russell lupin, this is largely to preserve pastoral values and native ecosystems. For Russell lupin, the goal is to limit flooding and erosion and protect biodiversity values.

Figure 6: Sustained control programme logic model



3.5 Site-led programmes

Site-led programmes were allocated $112,000 per annum at RPMP baseline in 2019/20. This figure changed to $200,000 in the year 2023 as per ORC financial data. 24 per cent of this figure is allocated to lagarosiphon with the remainder allocated to the other sites. Stakeholders include landowners, water users, volunteer and community groups, occupiers, and Land Information New Zealand (LINZ). Landowners must report wallabies and destroy all lagarosiphon. Water users are also required to remove lagarosiphon.

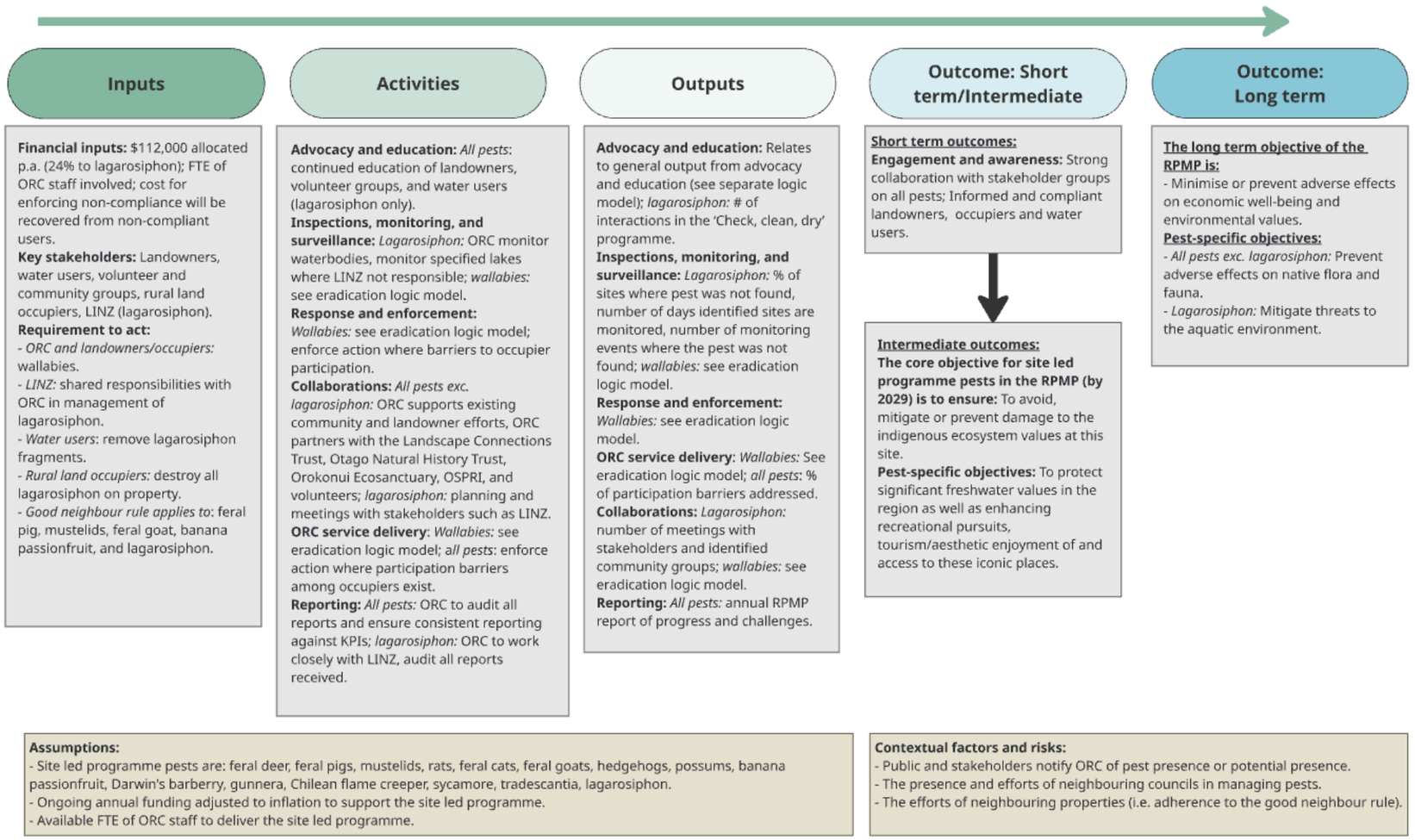
Activities include education of stakeholders, the inspection and monitoring of waterbodies, and enforcement as required. ORC will facilitate collaboration with community groups, landowners, occupiers, and relevant organisations. For lagarosiphon, ORC partners with LINZ. Reporting is required for progress and challenges.

The outputs include interactions with the 'Check, Clean, Dry' programme, monitoring events, enforcement as required for wallabies, participation barriers addressed, and meetings held.

The short-term outcome is to inform stakeholders to ensure they comply with requirements. The medium-term outcomes are to prevent damage at the designated sites.

The long term-objective is to prevent adverse economic and environmental impacts. For lagarosiphon, this includes impacts on the aquatic environment. For all other pests, this includes the impact on native flora and fauna.

Figure 7: Site-led programme logic model



4. Key to effectiveness: awareness, compliance, and enforcement

A critical chain of success factors runs through each of the five pest programmes:

Figure 8: Critical chain of success factors



Each of the five pest programmes include activities and outputs related to creating awareness of the RPMP and its rules. Since engagement activities overlap between the programmes, i.e. they are not isolated to a singular programme, we will describe in another logic model how ORC is approaching engagement to create awareness: a foundation for an effective RPMP. We then describe ORC's strategy of enforcement.

4.1 Creating awareness among occupiers and landowners

In the model below (Figure 9), we describe ORC's approach to creating awareness of the RPMP pests and its rules to occupiers and landowners. The logic model shows how ORC approaches these outcomes in its communication and engagement strategy.

The logic model is informed by the ORC Biosecurity Compliance and Enforcement Policy (2024), the KPIs relating to biosecurity communication of ORC from 2021 to 2024,[5] and the RPMP.

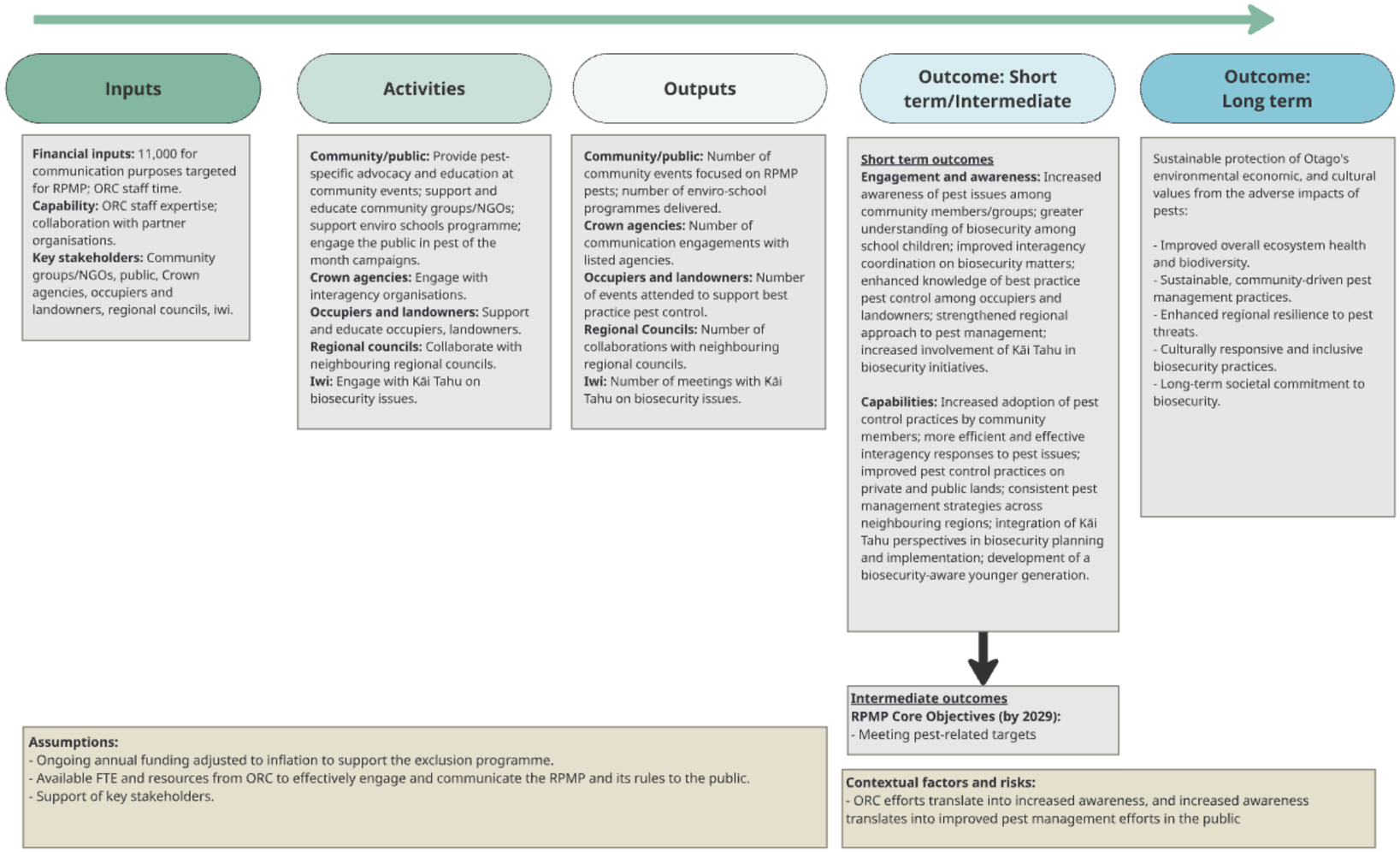
The engagement strategy is allocated $11,000 per annum. This funding is used to facilitate communication for the RPMP. The key stakeholders associated with this strategy include community groups, NGOs, Crown agencies, other regional councils, iwi, and the public.

The key activities focus on collaboration, facilitation and education. For example, to collaborate with neighbouring councils, to facilitate discussions with iwi and landowners, and to advocate for pest-specific objectives by educating the public.

The engagement strategy's short-term outcomes are to increase community engagement and awareness of pest issues. It aims to increase pest control efforts to meet the RPMP's pest-specific objectives. These actions will support the long-term objective of the sustainable protection of Otago's natural environment.

[5] Received documentation from ORC: *BOP KPIs 2021/22, 2022/23, 2023/24 Tracking-RER*

Figure 9: ORC engagement strategy logic model



4.2 Enforcement strategy of Otago Regional Council: a progressive approach

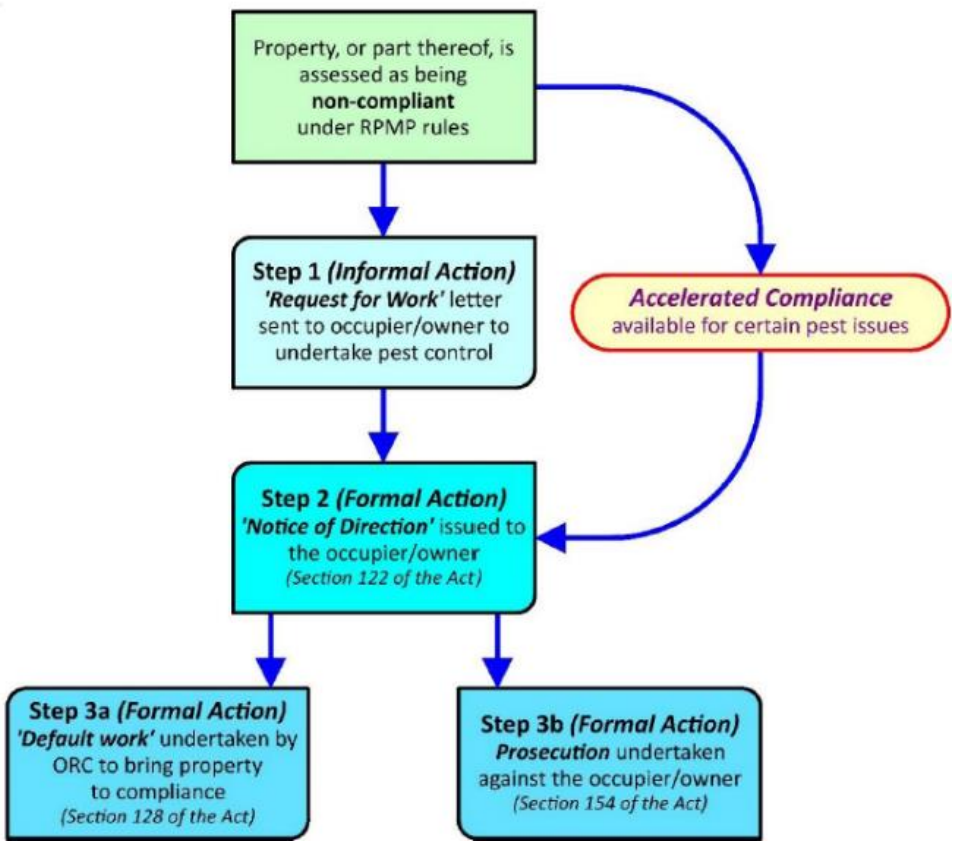
ORC oversees compliance with the Biosecurity Act 1993 and the RPMP 2019–29. This includes enforcing pest management responsibilities for landowners and occupiers (private, public, and Crown entities) where rules determine (see Table 5 to Table 9 in section 3 describing ORC's enforcement responsibilities by pest).

Key principles include:

- **landowner and occupier responsibility**: land occupiers must manage pest spread according to rules of the RPMP.
- **ORC enforcement role**: non-compliance with RPMP rules constitutes an offence under the Act. The Act does not specify thresholds for non-compliance, giving ORC discretion to determine enforcement standards.

ORC's strategy emphasises an education and progressive approach to compliance enforcement as illustrated in Figure 10 below.

Figure 10: ORC's approach to enforcing compliance to RPMP rules



Source: ORC Biosecurity Compliance and Enforcement Policy (2024)

At Step 1, if a property is non-compliant to the rules upon an ORC inspection, ORC provides an informal, non-legally binding request (not covered under the Act) to the occupier/landowner to complete work within a set timeframe before a re-inspection is carried out. This is an educational

approach taken by ORC, giving the benefit of the doubt in the first instance of lack of awareness around RPMP rules among occupiers/landowners.

At Step 2, if the property is still found to be non-compliant, ORC can, under the Act, issue formal action under a Notice of Direction (NoD). Non-compliance with a NoD is an offence under the Act and can lead to further enforcement action, such as default work or prosecution. However, ORC have never taken this action.

The Act gives ORC the power to recover the costs associated with its compliance monitoring obligations. This is provided for under Section 135(3) and Section 129 of the Act. ORC can further, under the Act, recover from the liable occupier/landowner the actual and reasonable cost of default work as a debt due.

Currently, ORC does not apply charges to informal actions, such as a scheduled inspection or a re-inspection when the property has become compliant.

ORC's strategy relies on four critical success factors:

1. Good monitoring and understanding of pest prevalence by ORC to carry out inspections and identify non-compliant properties.
2. Reporting of deviation from pest management rules by public to lead to inspections.
3. Awareness by landowners and occupiers of their responsibilities under the RPMP rules and the reasons that pests are problematic, i.e. providing the public an explanation as to why they should act.
4. In the first instance, goodwill to adapt to active pest management by landowners and occupiers due to an education first strategy selected by ORC.

Note on the current enforcement approach

There is risk in ORC's reliance on voluntary compliance for enforcement. Our analysis in chapter 5 indicates a lack of compliance after re-inspections and the lack of following through on non-compliant properties with default work or prosecution.

This may reflect considerations of enforcement practicality or fairness, but also highlights potential risks to achieving pest objectives, including effective pest management.

ORC has issued 47 NoDs between July 2022 and June 2024 (2021/22 KPI tracking data) (Otago Regional Council, 2023c, 2023b). Of the two NoDs issued in 2021/22, one property achieved compliance. Of the 21 NoDs issued in the 2022/23 financial year, only one property became compliant. We have no information on compliance outcomes for the four NoDs issued in 2023/24.

While limited, the NoD data from 2022 to 2023 also indicates low initial compliance (1 of 21 NoDs). This presents an opportunity for strengthening compliance enforcement. It is also unclear whether the remaining properties achieved compliance following subsequent inspections in the following year or whether such inspections were conducted (one in 2021/22 and 20 in 2022/23). We acknowledge the increasing number of NoDs served by ORC over the years—from two in 2021/22, to 21 in 2022/23, and 24 in 2023/24.

However, we are not aware of any instance where non-compliance with NoDs resulted in default work or prosecution. It should be noted that prosecution is expensive and may not be cost-effective for ORC.

An alternative approach could focus on enforcing behavioural change. This could involve including in the NoD a statement outlining the debt ORC will claim if it must engage a contractor to complete the required work on non-compliant properties. If compliance is still not achieved, ORC could proceed with the work and recover costs from the non-compliant property.

This approach – where costs are clearly signalled, and an invoice is issued – has been recognised as a successful enforcement strategy by Dunedin City Council (according to interview findings). Further follow-up should then be undertaken where compliance remains outstanding.

5. Effectiveness of the RPMP

Building on the preceding contextual chapters and logic models, we present in this chapter our effectiveness assessment. We identify:

- aspects of the RPMP where ORC is being effective in achieving the stated objectives
- aspects of the RPMP where ORC is not being effective in achieving the stated objectives, and how/where improvements can be made.

Our assessment is structured around these two key categories, examining each RPMP programme and the specific pests within them. Effectiveness findings are linked to programme logic model elements (*input, activity, output, outcome*). This approach highlights where implementation is efficient, where gaps exist, and where improvements can be made.

5.1 Data approach

We triangulate information from three main sources:

1. **Stakeholder engagement** (see Appendix D for details)
    - Interviews assessing the effectiveness of the current RPMP.
    - Workshops gathering recommendations for improving the current and future iterations of the RPMP.
2. **ORC-provided primary and secondary data**
    - ORC biosecurity monitoring, inspection, and compliance data covering the RPMP period until October 2024 (with analysis focused on the past two years due to progressive development of the data system).
    - Compliance data from ORC annual biosecurity operational plans (2020/21–2023/24).
    - Before-and-after inspection data on pest compliance and infestation levels (primarily old man's beard and rabbits) from November 2022 to September 2024.
3. **Externally sourced pest reporting data**

We use iNaturalist data from financial years 2016/17 to 2023/24, instead of ORC data due to its coverage before and after the current RPMP's inception. iNaturalist provides a baseline for assessing changes in pest presence and tracking ORC's progress against RPMP pest objectives. We adjust iNaturalist data to account for the observed trend of increases in service users and reporting of pests in iNaturalist since 2016/17.

A detailed assessment of ORC data is provided in Appendix B. We note here that ORC has significantly improved its data infrastructure over the course of the current RPMP, including investments in geo-tagging, data consistency, and tracking pest infestations before and after inspections. These improvements aid follow-up actions such as public communication on compliance and enforcement and targeting of pest management efforts.

5.2 How effectiveness is assessed

Effectiveness is assessed through two key outcomes against the specific pest objective:

- **Outcome 1: Pest prevalence** – Measuring the RPMP's impact on pest populations in Otago, the programme's primary objective.
- **Outcome 2: Compliance** – Evaluating adherence to RPMP pest control measures, which is crucial for achieving programme goals.

Both are essential for the RPMP's long-term success.

Outcome 1: Pest prevalence

Due to the newness of ORC's available pest prevalence data, we inform pest presence from the publicly accessible flora and fauna repository iNaturalist. The advantage of using iNaturalist data is that it covers a period before and after the inception of the current RPMP. This permits us to understand pest trends and comparison against a baseline. The time taken to progressively and iteratively develop ORC's new data system in collecting pest data during the first years of the current RPMP in ORC data further prompted us to use iNaturalist. However, as noted above, we triangulate and asses the validity of the data with the ORC information (see section 5.1).

iNaturalist data was extracted for RPMP-listed species from 2016/17 to 2023/24. While it does not directly measure prevalence, we adjust observations to account for confounding factors such as increased app awareness and the impact of COVID-19 lockdowns. Adjustments are based on the number of unique users reporting each pest per year, assuming a constant likelihood of reporting across years. While we are using pest-specific data in the assessment, we provide further spatial mapping of iNaturalist pest observations by calendar years in Appendix E.

Outcome 2: Compliance

Compliance is assessed using ORC inspection and reinspection data, focusing on the period after 2020/21 due to the progressive changes in ORC's data system over the first years of the RPMP. ORC staff highlighted changes in how inspections were counted, affecting comparability over time. In the first iteration of electronic data collection (2019-2021), a pest sighting was recorded as an "inspection" meaning one property could have multiple inspections, leading to administrative challenges. At this time, occupiers could receive multiple letters for rule breaches.

To address this, the model was changed to a property-based inspection approach, where each inspection now corresponds to a distinct property, regardless of size. Pest sightings are now recorded as "infestations," not as separate inspections. For instance, the number of old man's beard inspections fluctuated significantly between 2019/20 and 2023/24, reflecting improvements in data capturing rather than actual pest number changes.[6]

[6] Old man's beard inspections—in 2019/20: 3,437; in 2020/21: 3,436; in 2021/22: 1,189; in 2022/23: 841; and 876 in 2023/24. The drop in numbers overlaps with the timing of ORC improvement and changes in data capturing.

Key compliance data sources

- ORC annual biosecurity reports, which disaggregate plant pest compliance data only from 2021/22 onwards.
- ORC-provided before-and-after inspection data for plant pests (Nov 2022–Sept 2024).
- ORC-provided compliance data for rabbits (2021/22 to 2023/24), and before-and-after prevalence data (Nov 2022 to Sept 2024).

We note that compliance data as per annual biosecurity reports is only disaggregated for the year 2021/22 for plant pests. For subsequent periods, ORC provided before-and-after inspection and re-inspection pest prevalence data for plant pests from November 2022 until September 2024 (when Sapere requested the data).

We use ORC-provided data for calculation of compliance rates. Compliance rates are calculated using the proportion of properties that were inspected and found to be compliant with the RPMP's rules. Compliance rates were not calculated for pests with less than five inspections. 'Informational' inspections were excluded from this analysis.

Changes in ORC's reporting methodology mean that, from 2023/24, all pests except rabbits are reported in aggregate. To supplement this, we use ORC's site-specific before-and-after inspection data (Nov 2022 to Sept 2024), which grades infestation severity. Compliance thresholds vary by pest:

- Rabbits – The Modified McLean Scale (MMS) is used (ranging from 1 = no sign of rabbits to 8 = very frequent presence). Compliance is defined as an MMS score of 3 or below.
- Other pests (e.g. bomarea, old man's beard) – ORC's Infestation Grading Scale (IGS) is used (ranging from 0 = no pest to 4 = severe infestation). Compliance depends on the pest, e.g., for ragwort, gorse, and broom, any level above 0 indicates non-compliance.

5.2.1 Category definitions

We assess effectiveness as follows:

- **Effective:** There is clear evidence which identifies ORC as being effective in achieving stated pest objectives. For effectiveness, measurable pest outcomes show that objectives are met, including stakeholder/landowner engagement and compliance.
- **Partially effective:** Some aspects of the programme are achieving objectives, but not all. There may be limitations in scope, execution, or external factors that prevent full effectiveness. There is progress towards pest objectives, but targets are not fully met, or success is observed in some geographic areas but not others.
- **Not effective**: Clear evidence indicates that ORC is failing to meet its stated pest management objectives. The intervention is not delivering meaningful outcomes. There is no measurable progress in meeting pest objectives, or negative trends despite continued intervention. There is widespread non-compliance or lack of stakeholder/landowner support.
- **Inconclusive**: There is insufficient evidence to determine effectiveness, either due to data gaps, lack of monitoring, or methodological limitations.

5.3 Findings

5.3.1 High-level summary of effectiveness findings

ORC is partially effective in meeting RPMP pest objectives

In assessing the RPMP and the effectiveness of ORC in achieving its stated objectives, we have conducted a pest-by-pest evaluation. Findings indicate that, overall, ORC is partially effective in meeting the pest objectives of the RPMP. ORC has made important investments, such as improving pest data capture and increasing its biosecurity team, in response to meeting the RPMP objectives. These changes are significant, and we believe that ORC can build on this progress to achieve greater effectiveness by the conclusion of the RPMP.

Pest-by-pest effectiveness findings from our assessment, grouped within pest programmes

Exclusion pests

ORC is **effective** in achieving the stated pest objectives for African feather grass, Chilean needle grass, egeria, false tamarisk, hornwort, and moth plant.

Eradication pests

ORC is **effective** in meeting pest objectives for rooks and spiny broom. ORC has also been successful in raising awareness of the wallaby issue in Otago. However, it is currently **not effective** in achieving the objective of reducing wallaby populations to zero density and preventing their spread.

Progressive containment pests

ORC is **effective** in meeting objectives for spartina and partially effective in achieving pest objectives for wilding pines, African love grass, and Nassella tussock. However, ORC is currently **not effective** in meeting pest objectives for bomarea and old man's beard. For boneseed, bur daisy, cape ivy, perennial nettle and white-edged nightshade, the assessment is **inconclusive** due to insufficient information.

Sustained control pests

ORC is **partially effective** in meeting the pest objective for feral rabbits. It is **not effective** in meeting objectives for gorse and broom, as well as Russell lupin. The effectiveness of ORC's control of nodding thistle and ragwort is **inconclusive**.

Site-led programmes

Progress has been made for lagarosiphon (sites), the Otago Peninsula, and West Harbour – Mt Cargill. However, objectives have not yet been fully met, and we assess the current state as **partially effective**. Our assessment for Quarantine and Goat Island is inconclusive due to insufficient information.

5.3.2 Exclusion programme

Assessment finding: ORC is **effective** in achieving the stated RPMP objective of preventing the six high-threat pest plants from establishing in the region.

Data assessment

No exclusion pests (i.e. African feather grass, Chilean needle grass, egeria, false tamarisk, hornwort, and moth plant) are reported in iNaturalist. This can indicate that ORC's efforts are effective in stopping incursions from areas outside of Otago. However, there is a degree of uncertainty in this judgement, as reporting relies on public awareness of these pests, and because exclusion pests are lowest on the incursion scale, those pests will be less likely to spot. We note that exclusion species are included in ORC's eDNA alert list which can contribute to raising awareness.

We have received information from ORC that four historical reports (pre-current RPMP) of African feather grass have been followed up recently (January to February 2025) and no presence has been confirmed.

Public compliance to the rules as defined by ORC is not applicable to exclusion pests since ORC has full responsibility to control exclusion pests where incursions occur.

Table 10: Assessment of ORC activities (exclusion programme)

Effective aspects	Less effective aspects
• Activity: Cross-boundary training between ORC and Environment Canterbury on, for example, Chilean needle grass, which is more common in Canterbury. This knowledge sharing fosters ORC capabilities in identifying and dealing with potential incursions. • Activity: Cross-border information sharing of pest incursions supports the management of exclusion pests that are more common in, for example, Canterbury, but not present in Otago. • Activity: ORC has developed a monitoring and control plan for exclusion pests in 2024. • Outcome: No presence of African feather grass at known historical sites.	• Activity: Improvements could be made in the pest pathway management between councils, especially for established pests creeping into boundaries towards Otago.

Effectiveness of the RPMP

While data has a degree of uncertainty, the initiative of cross-boundary engagement between especially Environment Canterbury and ORC as well as the absence of exclusion pests can indicate, that the RPMP is **effective** in meeting the pest objectives of exclusion pests. We note a degree of uncertainty in this assessment as ORC's surveillance is not comprehensive.

Suggestion to improve RPMP effectiveness

- Activity: Certainty of incursion risks and readiness for incursions could be improved by focusing on an additional activity: implementing annual cross-boundary programmes between neighbouring councils, especially with Environment Canterbury. This could take the form of developing a joint pest pathway management programme, initially focusing on more dominant pests in border regions, such as noted Chilean needle grass in Canterbury, between councils (Southland, Otago, and Canterbury), to understand pest movement and incursions over time and target identified areas. The latter point was raised by stakeholders as a potential improvement.

5.3.3 Eradication programme

Eradication pests include wallabies, rooks, and spiny broom. Below, we provide a breakdown of our assessment by specific pests.

Wallabies

Assessment finding: ORC is **effective** in informing the Otago community on the wallaby threat. Currently, ORC is **not effective** in achieving stated RPMP objectives to reduce the known wallaby population to zero density and prevent further spread of wallabies into North Otago from Canterbury.

Data assessment

No wallabies were reported in iNaturalist data, neither before nor after the inception of the current RPMP. A significant part of ORC's RPMP work on wallaby eradication is delivered through the national wallaby programme. We have received from ORC maps of Otago showing wallaby tracking and reported wallaby sightings from the wallaby information system (Wall-IS) (see Figure 11).

- In 2021/22, 10 wallabies were reported (seven confirmed dead wallabies, and three confirmed sightings); in 2022/23 another 10 wallabies were reported (five confirmed dead wallabies and five confirmed sightings); in 2023/24, 20 wallabies were reported (10 confirmed dead wallabies and 10 confirmed sightings). These numbers can suggest that wallaby numbers in Otago are on the rise over the last three years.
- Inspecting the maps, it is noticeable that wallaby reporting has moved deeper into Otago. This may suggest that wallabies have become more established in Otago, and that they are no longer just a cross-border issue between Otago and Canterbury.

Further, ORC made the following observation in their Environmental Implementation Committee Report (Wallabies) (2024), showing similar increasing trends of confirmed sightings.

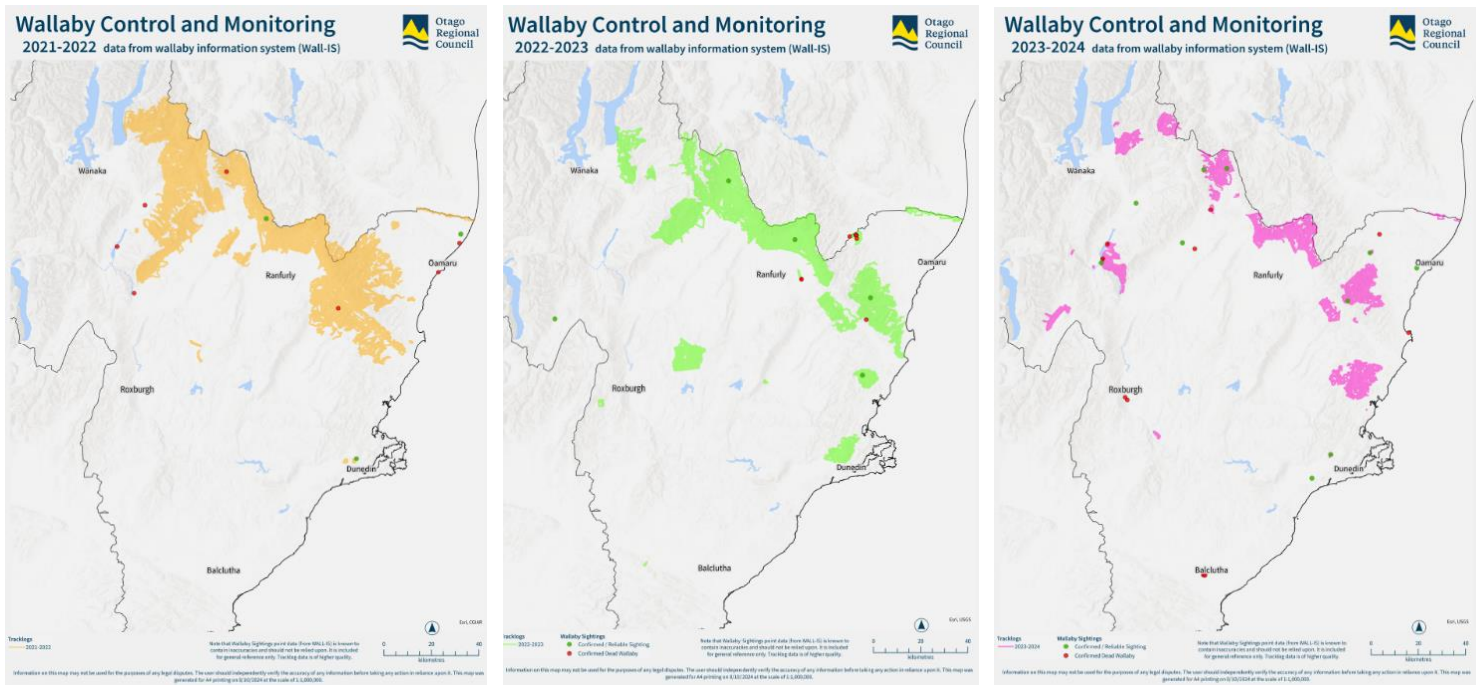
Table 11: Unconfirmed and credible wallaby sightings in Otago 2020-2024

Year	Unconfirmed sightings	Credible sightings
2020/21		8
2021/22	13	24
2022/23	13	35
2023/24[7]	15	38
Total	**41**	**105**

Source: ORC Environmental Implementation Committee Report (Wallabies), 2024

This data could indicate a lack of effectiveness of the RPMP through the national wallaby programme in eradicating wallabies in Otago, however, it is important to interrogate the data. Reporting relies on public awareness, and a possible explanation for the increased reporting could be due to improved public awareness through the RPMP. However, without a baseline, this is hard to assess and leaves uncertainty.

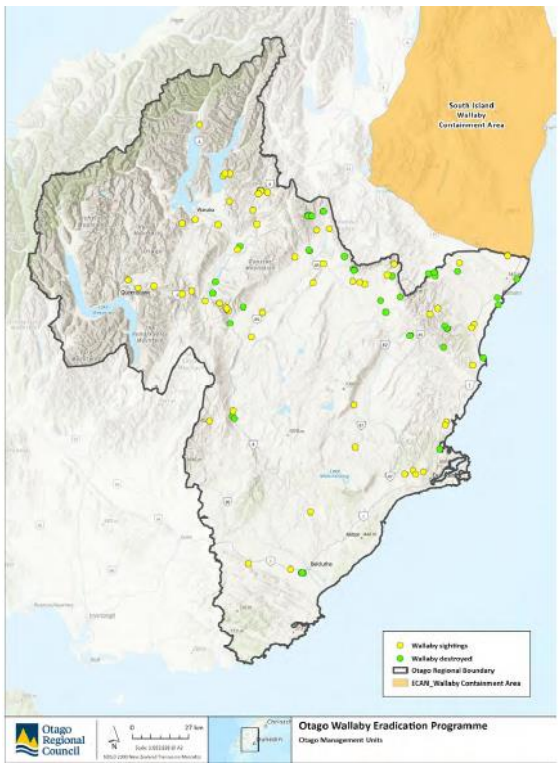
Figure 11: Wallaby control and monitoring in Otago 2021-2024



Source: ORC provided maps

[7] As of 31 March 2024.

Figure 12: Wallaby sightings and wallabies destroyed: 1 July 2020 to 31 March 2024



Source: Environmental Committee Report Wallabies 2024

RPMP rules require the public to act on wallabies. There is limited compliance data collected for wallabies, likely because wallabies have little presence in the region and the national programme would take control and support landowners to achieve compliance, rather than ORC.

Table 12: Assessment of ORC activities (wallabies)

Effective aspects	Less effective aspects
• Input and activity: Stakeholders noted that it is important that the RPMP includes wallabies as an eradication species. This provides ORC funds to support the national programme and provides ORC access to operate on private land and allocate resources to education and awareness campaigns. • Activity: Stakeholders noted in terms of specific activities that ORC has undertaken good education efforts under the RPMP in raising public awareness of the pest (e.g. school visits) and the need to report the pest where observed. • Activity: Other important and improved noted activities by ORC are the efforts to consider wallabies as a cross-boundary issue between Canterbury and Otago, driven by the national wallaby programme in which the RPMP links. This is supported by, for example, the 31 engagement activities between ORC and	• Containing wallabies is challenging due to the movement of wallabies of up to 9km per day, and the incursion risk from Canterbury into Otago. Only few wallabies are observed in Otago over large landscapes—they are hard to find, and a lot of effort is spent by ORC to find these last few. • Input: We received feedback from ORC staff that current resourcing for wallaby service delivery would need to more than double (from 1.5 full-time equivalent (FTE) to 5 FTE) to effectively deliver on the RPMP objective to eradicate wallabies in Otago. We note that ORC significantly increased investment from $191,096 in 2020/21, to $1,503,348 in 2022/ (Environmental Implementation Committee, 2024). However, a recent report identified that current funding is indeed too little to maintain gains and progressively eradicate wallabies in Otago, stating that $1.4 million is needed

Effective aspects	Less effective aspects
Environment Canterbury on wallabies in FY2023/24 (Otago Regional Council, 2023a). • Activity: There are positive changes in approaches undertaken by ORC. ORC is responding to the challenges in identifying wallabies across Otago by looking at research and development trials to effectively search for remaining wallabies. Such trials include using Judas wallabies (tagging a wallaby and using it to lead the team to other wallabies present in the area), MPI eDNA research, and MPI wallaby detection probability trials. • Output: ORC is effective in responding to wallaby sightings within a set timeframe, responding to 93 per cent of reported sightings within three days of the sighting (Otago Regional Council, 2023a) which is important to track down the wallaby.	annually as opposed to the proposed funding of $850,000 for the FY2024/25 (Environmental Implementation Committee, 2024). • Activity and output: The key challenge is to locate and kill wallabies, posing a significant risk to the goal of eradication. We note that more effective methods as trialled by ORC at present (see above Judas wallabies or MPI eDNA) have scope for overcoming the noted resource constraint. • Activity: It was noted by stakeholders that there is an opportunity for better data sharing to improve targeting of pests and specifically wallabies that can quickly cross borders between councils.

Effectiveness of the RPMP

At present, when incorporating the findings from stakeholder feedback and the data, we argue that ORC is **not effective** in meeting the eradication target for wallabies under the current RPMP. However, we also acknowledge that the investment made by ORC, especially into trialling advanced methods to track down wallabies effectively, show promise to get back on track. Using stakeholder findings, it is evident that ORC is effective in raising awareness of the wallaby threat among the Otago community.

Suggestions to improve RPMP effectiveness

- Activity: Wallabies are an established pest in Canterbury. As noted for exclusion pests, benefits can arise from establishing a pathway management programme to improve dealing with the cross-border issue.
- Activity: Building on the conducted trials which can provide a cost-effective approach to tracking wallabies across the large landscape of Otago, i.e. finding a needle in haystack, allocating resources towards the most promising method to identify wallabies. Trials using Judas wallabies have shown promise (Environmental Implementation Committee, 2024).

  We note that this requires sustainable funding support. It is important to establish a strategy of how to implement the trailed approaches and to act swiftly on it. Targeting clusters or geographies of increased reporting could be one approach. This should be a priority for ORC/the national wallaby programme in Otago.
- Input: Requirement for a funding uplift for wallaby eradication as noted in ORC's Environmental Implementation Committee Report – Wallaby Programme Update and

Recommendations (2024), to implement the targeted control of the limited wallaby populations in Otago.

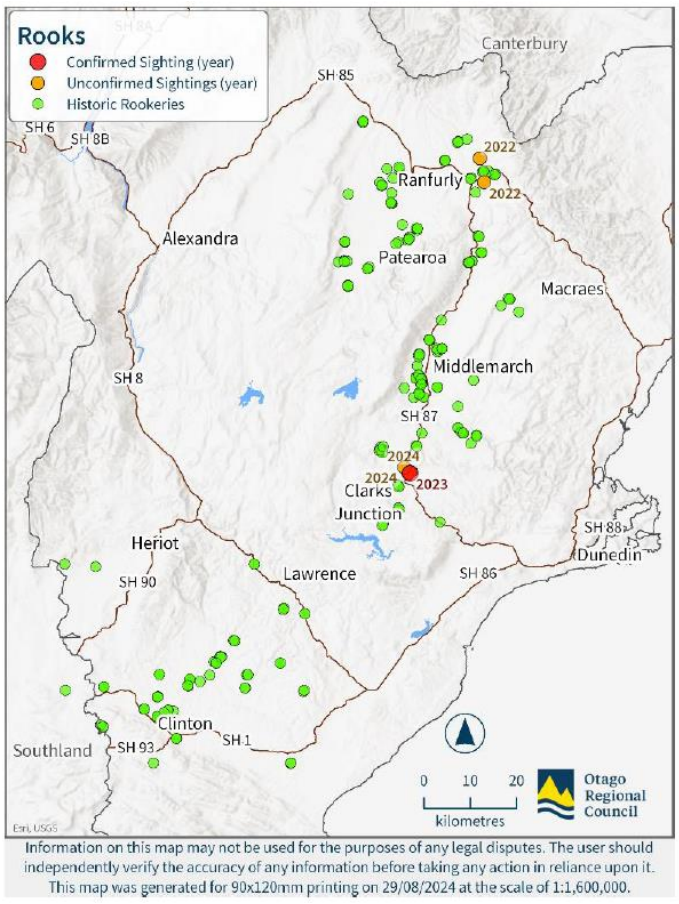
Rooks

Assessment finding: ORC is **effective** in achieving the stated RPMP objective to reduce rook populations to zero density, within the RPMP period and are on track to maintain this status until eradication is attained.

Data assessment

No rooks are reported in iNaturalist. ORC data in Figure 13 shows that in the last five years, there has been only one confirmed rook sighting (2023), and no active nesting sites were observed at historic rookeries (BioLink Consulting, 2024b). The data suggests that ORC have been effective within the RPMP in their efforts to eradicate rooks at known sites.

Figure 13: Rook sightings



Source: ORC Monitoring and Surveillance Guidance Document, 2024

Table 13: Assessment of ORC activities (rooks)

Effective aspects
• Stakeholder feedback states that ORC are doing a good job, and that the eradication is on a successful trajectory. • Activity, output, outcome: Successes are noted in raised awareness of rooks as a pest. The pest of the month programme was deemed successful for raising awareness of rooks.

Effectiveness of the RPMP

- ORC is **effective** in achieving the stated RPMP objective to reduce rook populations to zero density, within the RPMP period and maintain this status until eradication is attained.
- The RPMP is effective in eradicating rooks as shown by the data and heard from stakeholders.
- Monitoring is in place to identify rooks at known sites. Where sightings were present, ORC responded within set timeframes and targets as per ORC KPI information (Otago Regional Council, 2022, 2023a).

Suggestions to improve RPMP effectiveness

- Continue status quo approach as ORC are implementing the RPMP objective of rook eradication effectively.
- Activity: We suggest using rook eradication efforts and communication approaches as a case study to gain support from the public for efforts made by ORC in implementing the RPMP.

Spiny broom

Assessment finding: ORC is **effective** in achieving the stated RPMP objective to reduce spiny broom populations to zero density, within the RPMP period and maintain this status until eradication is attained.

Data assessment and stakeholder feedback

No spiny broom was reported in iNaturalist. We provide a case study below, highlighting ORC's approach, and ORC's effective activities. No stakeholder feedback was provided on spiny broom.

Suggestion to improve RPMP effectiveness

- Continue status quo approach as ORC implement the RPMP objective of spiny broom eradication effectively. We support ORC's improved monitoring planning to monitor spiny broom beyond known sites.

Case study: Spiny broom

The goal is to reduce infestations of spiny broom to zero.

KPIs for spiny broom include:

- conducting inspections at known and potential infestation sites
- initiating control actions within five or 10 days of a confirmed sighting
- submitting a report on current infestation levels and high-risk sites.

There are three known sites of spiny broom in Otago: Chain Hills Road, Waihola, and the Ocean View Reserve. An ORC biosecurity officer monitors and controls spiny broom at these three sites on an ad hoc basis, ensuring coverage at least twice annually. For example, during 2021/22, an officer conducted 13 inspections, with spiny broom found during two. In both cases, the officer GPS-marked the location and removed the plant by hand pulling.

Since 2019, 17 plants have been found and removed across the three sites. These actions, coupled with the associated reporting written, suggest that the KPIs were met. ORC have undertaken additional surveillance activity beyond these known sites, around Dunedin's western and southern suburbs.

The Biosecurity Operational Plan 2024-2025 outlines the objectives and monitoring actions for spiny broom in 2024/25 (Otago Regional Council, 2024a). Thirteen monitoring and surveillance visits are planned for known sites and surrounding areas. These visits aim to delineate site boundaries and improve ORC's understanding of the plant's prevalence.

5.3.4 Progressive containment programme

Progressive containment pests include African love grass, bomarea, boneseed, bur daisy, cape ivy, Nassella tussock, old man's beard, perennial nettle, spartina, wilding pines, and white-edged nightshade.

The RPMP objectives are to contain their presence in the region (for African love grass, limited to 20 known sites; for wilding conifers, in alignment with the national strategy), reduce their densities and prevent their spread to new locations/sites/areas.

We present observations and compliance data for bomarea, old man's beard and wilding pines. There is compliance data for African love grass, boneseed, bur daisy, cape ivy, Nassella tussock, perennial nettle, and spartina. There was no compliance data for white-edged nightshade at the time Sapere requested data from ORC.

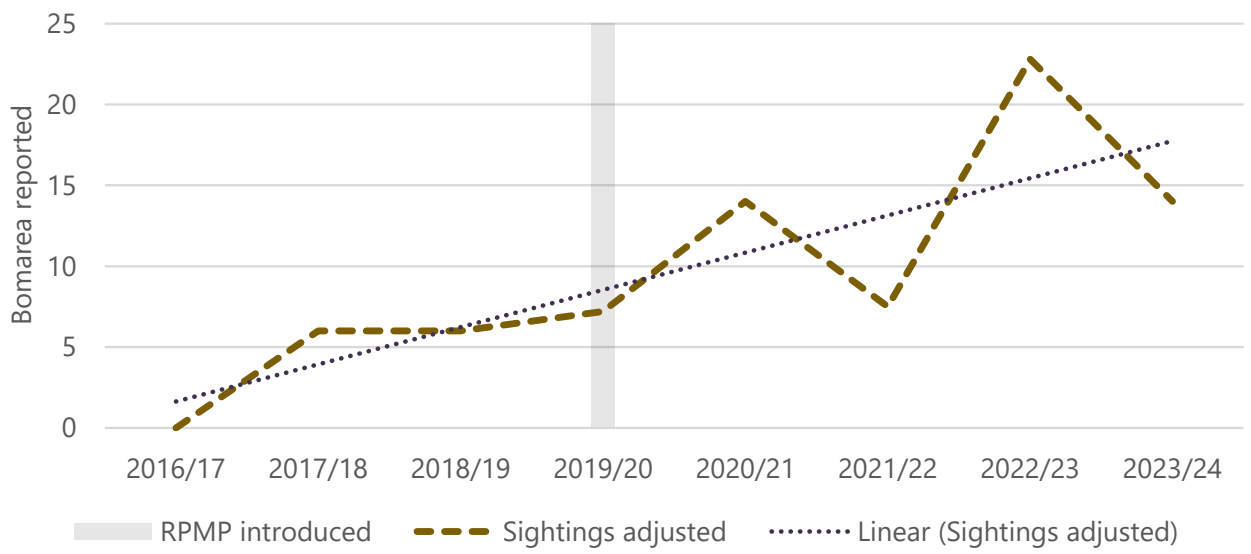
Bomarea

Assessment finding: ORC is **not effective** in meeting the RPMP objective.

Data assessment

Figure 14 shows sightings of bomarea. There is a clear increasing trend in sightings over time, however, the trend needs to be interpreted with caution. We note that most of the recent sightings in the last two reported financial years are localised and reported on the Otago Peninsula.

Figure 14: Bomarea observations



Source: Sapere calculations using iNaturalist data

There can be different reasons explaining this localised increase of sightings. For example, bomarea could indeed be a local Otago Peninsula pest problem compared to the rest of Otago, although the monitoring activities and inspections carried out by ORC within the RPMP in the Dunedin area point to other explanations.

Such explanations could relate to the notable monitoring and surveillance activities conducted by ORC around Dunedin in the last two financial years. These activities could have increased awareness, reporting, and identification of bomarea. Another explanation could relate to groups involved in site-led RPMP activities in the Otago Peninsula area, funded by ORC, which increased their activities in searching and identifying bomarea.

Compliance data for bomarea shows that in 2021/22, 30 per cent of landowners were compliant at an inspection and 80 per cent at re-inspection (see Figure 17). We note that when using the before-and-after data for bomarea from 2022 to 2024, only 16 per cent (one out of six) are compliant at reinspection, with the caveat of significantly less observations (12 before-and-after observations), compared to the 2021/22 data which includes 169 re-inspections for bomarea.

Table 14: Assessment of ORC activities (bomarea)

Effective aspects	Less effective aspects
• Activity and output: Feedback from local councils showed effective processes of communication in notification of bomarea presence by ORC, following their monitoring activities, to the local council. From there, the local council engages with contractors to carry out pest management.	• Activity and outcome: Stakeholders noted the bomarea situation in Otago is challenging, especially in the area around Dunedin. Stakeholders further noted that current activities are not enough to meet the objective under the RPMP. They specifically stated that bomarea will keep on spreading on landowners' properties if ORC does not get involved. We note that service delivery is not a requirement for ORC under the RPMP, although the RPMP requires the landowner/occupier to act. However, where failure to act (following inspection, re-inspection and NoDs) can lead to more enforcement, and ORC carrying out the work and recuperating the cost from the landowner. • Input, activity, output and outcome: Stakeholders also noted the ineffectiveness of inspections and re-inspections carried out by ORC. This is supported by the reviewed compliance data, which suggest that compliance to inspections and re-inspections is low. We also note that re-inspections for bomarea among the six other containment plants missed KPIs set by ORC—in 2023/24, 67 per cent of the targeted 100 per cent of non-compliant properties were reinspected (Otago Regional Council, 2023a).

Effectiveness of the RPMP

Combining the findings, we assess ORC as **not effective** in their activities to meet the objectives for bomarea under the RPMP.

Suggestion to improve RPMP effectiveness

- Input and activity: Carrying out more inspections and re-inspections seems inefficient without enforcing compliance. We suggest ORC focus on enforcement where failure to comply occurs alongside increasing new inspections and re-inspections.
- Enforcement is key to get on a successful containment pathway for bomarea. We suggest following the approach stated by a local council in Otago which provides landowners/occupiers with a set time frame to remove the pest. If this is not achieved, the local council commissions contractors to carry out the work and shares an invoice with the landowner. This approach seems to be timely, from notification to pest control, avoiding further spread of the pest.
- Activity, output and outcome: Following the local council example, for successful enforcement ORC needs to provide clear timelines alongside messaging that if the timelines are not met, ORC will commission the requirement to act to a contractor, at a fee which the landowner will have to cover under the Act.

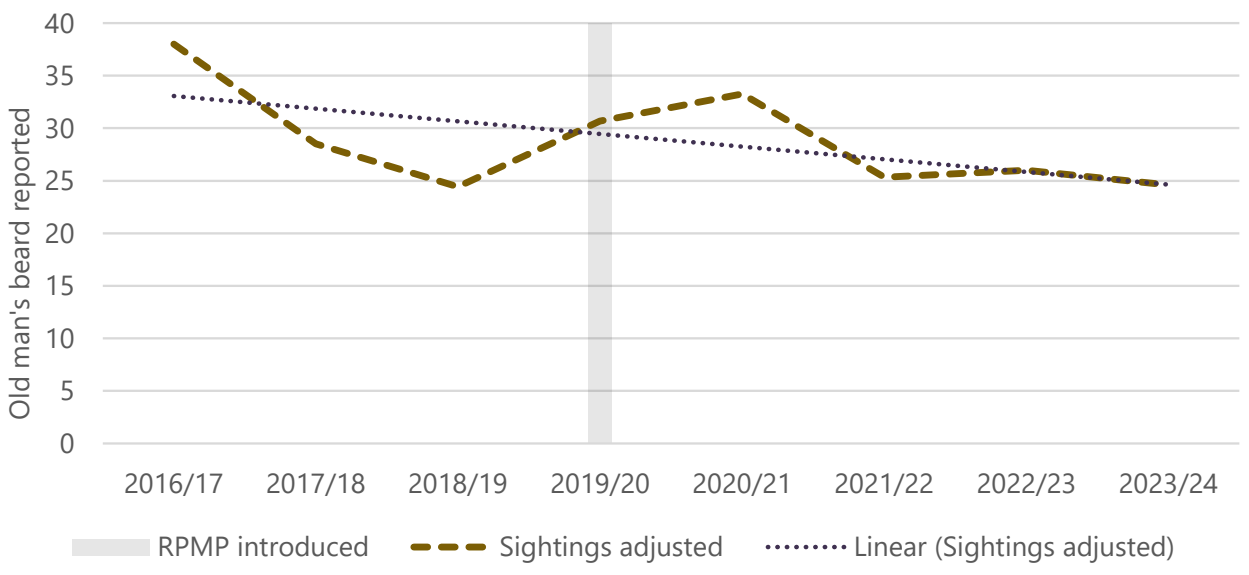
Old man's beard

Assessment finding: ORC is **not effective** in meeting the RPMP objectives.

Data assessment

Figure 15 shows the sightings of old man's beard from 2016/17 to 2023/24. The number of sightings show little change in the most recent reported financial year 2023/24 compared to reported levels prior to the inception of the current RPMP in 2018/19. This data can indicate that progressive containment is not achieved. We note that while a useful indication, we cannot determine whether this is driven by the RPMP.

Figure 15: Old man's beard observations



Source: Sapere calculations using iNaturalist data

Looking at inspection and compliance data, there were 671 inspections of properties for old man's beard in 2021/22. 183, or 27 per cent, were found to be compliant. In the same year, there were 414 re-inspections of properties with old man's beard, with 305, or 74 per cent, found to be compliant. This finding suggests that non-compliant properties make efforts to remove old man's beard. However, we note that when using the before-and-after data from 2022 to 2024, only 22 per cent (two out of nine) are compliant at re-inspection with the caveat of significantly less observations (only nine observations).

Recent KPI data from ORC indicates that re-inspection targets were not fully met, achieving 83 per cent of the intended 100 per cent (Otago Regional Council, 2023a).

However, old man's beard accounts for most biosecurity inspections, with approximately 790 inspections in 2024 alone—twice as many as bomarea, the second most inspected species that year. This high volume makes achieving the 100 per cent target particularly challenging.

Table 15: Assessment of ORC activities (old man's beard)

Effective aspects	Less effective aspects
• Activity, output: ORC has carried out a significant number of old man's beard inspections since the inception of the RPMP, particularly around roadside areas and in and around the Dunedin area. • ORC aims to address the challenge of overburdening numbers of property inspections by applying prioritisation in the financial year 2024/25. In doing so, ORC aims to focus on inspections of properties in and surrounding high biodiversity areas. • Activity: ORC is distributing/releasing biocontrol agents which limit the pest vigour. • Activity, output, outcome: Interviews highlighted that old man's beard inspections facilitate control action of other local authorities, such as of some local councils or other public sector entities responsible for the management for road and rail verges. • Outcome: These organisations stated that there is awareness of the old man's beard issue (also as it is a legacy pest), and that they act to control the pest once notified by ORC.	• Public organisations raised concerns about compliance, particularly when control actions were undertaken by these organisations, but neighbouring properties did not follow suit (under good neighbour rule requirement), leading to reinfestation. • Outcome: Compliance challenges are also evident in our assessment of compliance data presented above (22 per cent compliance at re-inspections using most recent data from 2022 to 2024). • Outcome: Feedback from stakeholders highlighted limited results in the Clutha catchment, where the species has become naturalised. The RPMP has not been successful in this area. • Activities, output, outcome: Stakeholders also raised concerns about inefficiencies in the inspection process. Previously, inspections for old man's beard could be conducted independently, but now the process requires tagging the site, arranging for a contractor, and conducting follow-up inspections. This has increased the number of site visits, whereas in the past, the process could often be completed in a single visit. We note that in the past, ORC delivered the service. Under the current RPMP, ORC is not responsible for service delivery. Landowners are required to act, and the good neighbour rule remains in place. Changes to

Effective aspects	Less effective aspects
	service delivery would require more budget for old man's beard.

Effectiveness of the RPMP

ORC has made significant investments in biosecurity inspections for old man's beard. While these efforts have been beneficial for several public sector stakeholders, the inspections have shown limited effectiveness in achieving the pest management objective. This is evident from the stagnation in old man's beard observations, as presented in our data, and the low compliance rates following ORC inspections. We conclude that ORC's activities are **not effective** in meeting the pest objective for old man's beard.

Suggestion to improve RPMP effectiveness

- Input and activity: As for other pest plants under progressive containment, the key to improve effectiveness in meeting pest objectives is compliance enforcement. This is especially important for old man's beard as landowners are required to act and as the good neighbour rule applies. Without credible enforcement, those rules lack impact. Consequentially, effectiveness of the pest objective is less likely to be achieved.

Wilding pines

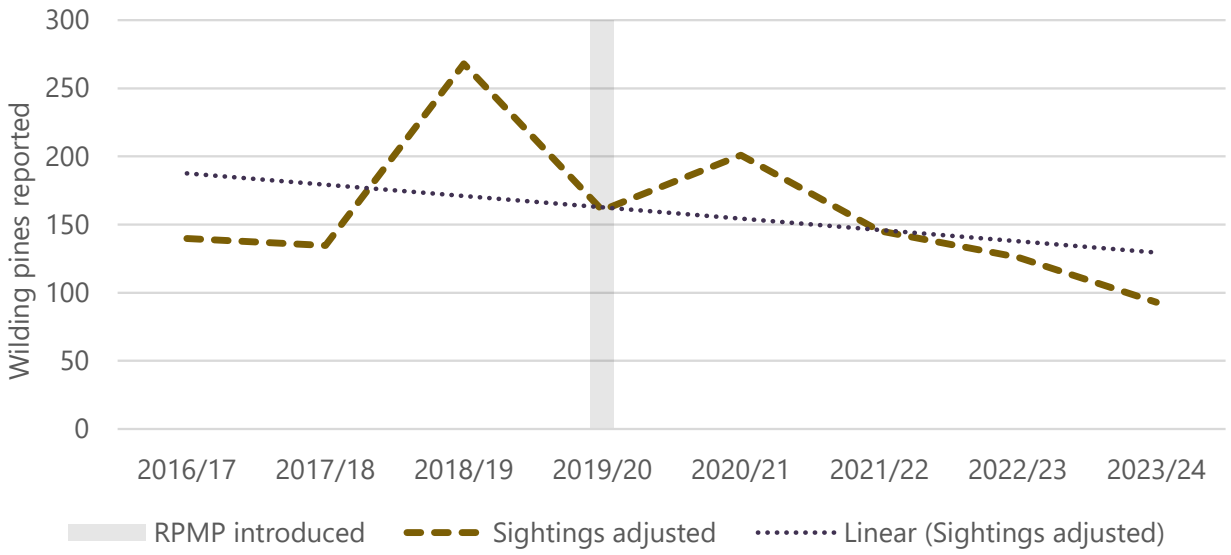
Assessment finding: ORC is **partially effective** in meeting the RPMP objectives.

Data assessment

Figure 16 shows the reported observations of wilding pines from 2016/17 to 2023/24. Following the introduction of the RPMP in 2019/20, a declining trend of observations is apparent. As above, we note that the decline is likely a combination of the RPMP acting alongside the National Wilding Conifer Control Programme, and various community groups involved.[8] However, the decline in wilding pines is noticeable comparing before-and-after RPMP inception observation numbers. This can suggest efficiencies of ORC in contributing to progressively containing wilding pines in Otago. We further note that substantial progress was made when there was additional funding from the Jobs for Nature scheme (Bowman, 2024).

[8] The community-based groups include the Wakatipu Wilding Conifer Control Group and the Central Otago Wilding Conifer Control Group, which champion work programmes in their areas, as well as government agencies (MPI, DOC, and Land Information New Zealand (LINZ)) and local government (the Queenstown-Lakes District Council, Central Otago District Council and Otago Regional Council).

Figure 16: Wilding pine observations



Source: Sapere calculations using iNaturalist data

Twelve properties were inspected for wilding pines in 2021/22, and five (42 per cent) were found to be compliant. One re-inspection was conducted with an unclear outcome. Inspections increased over the course of the RPMP. 103 inspections for wilding conifer compliance were carried out in the financial year 2023/24, however, the report does not state how many of those inspections identified compliant and non-compliant properties(Otago Regional Council, 2023a). 103 inspections for wilding conifer compliance were carried out in the financial year 2023/24, however, the report does not state how many of those inspections identified compliant and non-compliant properties(Otago Regional Council, 2023a). ORC notes in the report that the complexity of rules posed a challenge to determining compliance.

Table 16: Assessment of ORC activities (wilding pines)

Effective aspects	Less effective aspects
• Outcome: Stakeholders noted that public awareness around the issue of wilding pines has improved significantly. They noted that the RPMP has likely contributed to the increase in awareness. • Activity, Output, Outcome: Some stakeholders stated that ORC cooperates well with landowners, and that this cooperation has been effective in managing wilding pines in some areas. But they also noted that this approach is now being tested as the focus shifts more to urban areas.	• There was clear stakeholder criticism of the interpretation of rules. The rules were critically assessed as being unclear. Several stakeholders noted that the 200m buffer rule for wilding pines is inadequate, as seeds can spread up to 30km. One stakeholder noted a 2km rule would be more appropriate. • Activity: It was also raised that stricter regulations on new plantings are required, as otherwise the problem will persist. • Input, activity, output: A common criticism of ORC's current activities within the RPMP objective is the lack of enforcement. It was stated that ORC needs to take a more proactive approach, ensuring effective enforcement is in place to justify the heavy investment some

Effective aspects	Less effective aspects
	landowners are undertaking to control wilding pines. • Outcome: There is a risk to sustaining current investments in wilding pine control. Government funding cuts to the National Wilding Conifer Programme have significantly reduced control efforts, leaving insufficient resources for maintenance.

Effectiveness of the RPMP

Awareness among the public of the wilding pine issue has increased which is a success for ORC. Partial effectiveness was achieved in some areas, and there is a downward trend in reported wilding pines in Otago. However, the downward trend is unlikely solely attributable to the RPMP. Stakeholders pointed out significant inefficiencies of the RPMP in meeting its progressive containment targets, specifically relating to the lack of clarity of the rules, compliance and enforcement. This suggests that key components of the logic model for effective outcomes are missing for some stakeholders and populations. Considering this, the RPMP seems to be beneficial for certain stakeholders in some areas of Otago, while challenges are evident, especially around the good neighbour rule. Consequentially, we assess that ORC is **partially effective** in delivering the RPMP objective for wilding pines.

Suggestion to improve RPMP effectiveness

- Activity and output: ORC needs to take a more active role in helping landowners understand the rules. This could be achieved through a targeted communication campaign in collaboration with leading wilding pine groups in Otago. However, this would only partially address the issues raised, as a key challenge remains the stated ineffectiveness of the current rules. We acknowledge that these rules would only be subject to revision in the next iteration of the RPMP.
- Input and activity: ORC should adopt a more proactive approach to compliance enforcement. This could involve prioritising areas with high biodiversity value or where landowners have made significant investments in controlling wilding pines, ensuring a fair and balanced approach.
- Input: Resources for enforcement should be increased. While government funding cuts have reduced control efforts, ORC could consider increasing rates to better support enforcement resourcing. If feasible, landowners who have made substantial investments in control actions should be exempt from any rate increases.

African love grass, boneseed, bur daisy, cape ivy, Nassella tussock, perennial nettle, and spartina

Assessment findings:

- **Spartina**: ORC is **effective** in meeting the objectives of the RPMP
- **African love grass** and **Nassella tussock**: ORC is **partially effective** in meeting the objectives of the RPMP.
- **Boneseed**, **bur daisy**, **cape-ivy**, **perennial nettle, white-edged nightshade**: Information is too limited to make an informed judgment on the effectiveness, as such: ORC effectiveness is **inconclusive**.

African love grass observations

The known distribution of African love grass in Otago is limited to approximately 20 sites in the vicinity of Alexandra and Cromwell, in Central Otago. The RPMP focuses on these sites. Most occurrences are smaller infestations (≤ 20 plants). ORC data records that the plants were grubbed when present (BioLink Consulting, 2024b).

Recent feedback from ORC indicates some minor spread has happened in the vicinity of a few sites, but at other known sites African love grass has been contained and controlled. A feasible explanation is that dormant seeds (up to seven years) could have been spread by rail, cyclist or agricultural vehicles as observations outside of known sites are found at road verges and near cycle trails.

Nassella tussock observations

Nassella tussock is currently known to occur within four areas, centred around Roxburgh, Alexandra, Cardrona and Waitaki Valley. Infestations are a mixture of dense and scattered populations, across pastoral hill country farmland (approximately 20 properties). Due to their scale and challenging terrain, the entirety of these properties has not been surveyed, and therefore the full extent of infestation at each property is not known. Nassella tussock seeds can remain dormant in the soil for up to 20 years. Thus, even if areas appear controlled, re-infestation can occur over time. Very limited surveillance has been undertaken outside these areas (BioLink Consulting, 2024b).

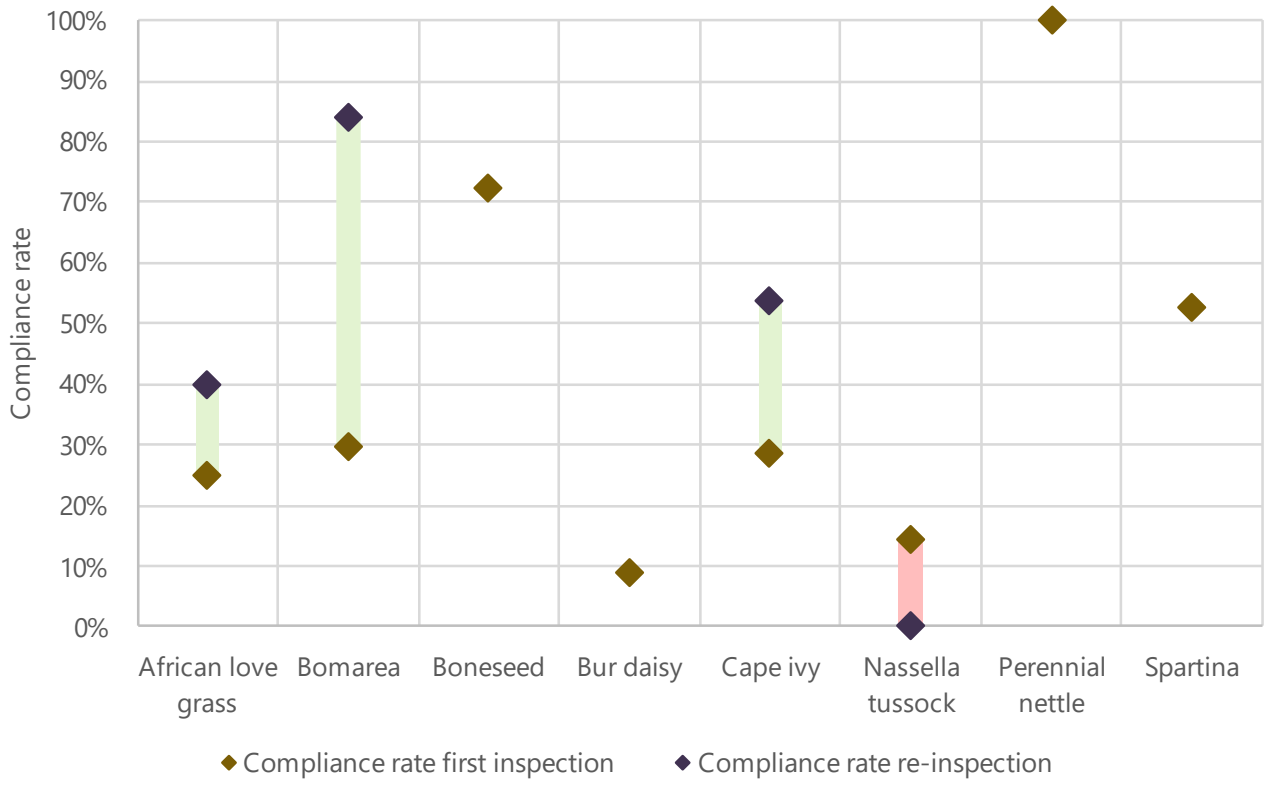
There is limited reporting in iNaturalist between 2016/17 and 2023/24 of Nassella tussock (one observation in 2020/21 and two observations in 2021/22).

Other plant pests

There are similar low observations for spartina, which is only observed once in 2023/24 in iNaturalist (and supported by the case study below), and perennial nettle and white-edged nightshade, which have zero observations in iNaturalist over the period from 2016/17 to 2023/24.

The 2021/22 compliance data for the remaining progressive containment pests is summarised in Figure 20. Pests with high compliance rates at first inspection—boneseed, bur daisy, perennial nettle, and spartina—did not have re-inspections. Of the four pests that had re-inspections, three had higher compliance rates at the re-inspection. Only Nassella tussock did not present an increase, with all six re-inspections being found to be non-compliant. However, as noted above, Nassella tussock has a long seed life which increases the challenge of controlling this plant pest significantly.

Figure 17: Compliance for remaining progressive containment pests in 2021/22



Source: Sapere calculations using ORC data

Case study: Spartina

The primary goal is to reduce and contain spartina within the Otago region (progressive containment). However, in some low incidence areas, the focus can shift to an eradication approach.

KPIs for spartina include:

- conducting inspections at known and potential infestation sites
- hiring contractors to provide direct control
- holding meetings with DOC and KiwiRail.

ORC and DOC manage spartina monitoring and control in separate areas. ORC manage spartina at four known sites: Pleasant Point River Estuary, Hawksbury Lagoon, Waikouaiti River Estuary, and Blueskin Bay. They also oversee a site that had plants removed in 1995.

ORC biosecurity officers monitor spartina at known sites twice a year. When a plant is found, the officer marks the plant using tape and records its GPS location for contractors to control at a later point.

ORC have provided us several photos of successful control operations. These suggest that control has been successful where implemented. An example for Pleasant Point River Estuary is shown below (left photo before intervention and right photo after intervention).





Going forward, ORC must ensure that monitoring, surveillance, and control activities are comprehensive and maintained, within the available resources. To achieve this, specific actions have been planned, including a KPI of conducting 12 monitoring and surveillance visits, and a planned survey of the operational area.

Table 17: Assessment of ORC activities (other plant pests)[9]

Effective aspects	Less effective aspects
Bur daisy • Activity, outcome: Stakeholders noted improvements in bur daisy control in cross-boundary areas with Canterbury. ORC's collaboration with Environment Canterbury has been effective, particularly in managing cross-boundary issues. Meetings with ORC have been held to address these concerns. *Nassella tussock, spartina, African love grass* • Input and activity: ORC have strengthened their strategic planning around Nassella tussock, spartina and African love grass monitoring and surveillance with the development of a monitoring and surveillance action plan (BioLink Consulting, 2024a). *Nassella tussock* • Input and activity: ORC has made recent efforts and investments into Nassella tussock monitoring and surveillance. • Output: A positive output relating to those efforts was achieved in the financial year 2023/24 when all 38 known Nassella tussock sites and surrounding locations in Otago were inspected and surveyed (Otago Regional Council, 2023a). *Spartina* • Activity: ORC biosecurity officers monitor spartina at known sites twice a year. When a plant is found, the officer marks the plant using tape and records its GPS location for contractors to control at a later point. • Activity: Successful forward planning of pest monitoring as per ORC which includes a KPI of conducting 12 monitoring and surveillance visits, and a planned survey of the operational area. • Outcome: ORC have provided us several photos of successful control operations. These suggest that control has been successful where implemented.	*Nassella tussock* • Outcome: While improvements have been made in monitoring and surveillance, stakeholders noted that recent mapping efforts in key valleys have revealed significantly more Nassella tussock than previously recorded, suggesting that many pests may be underreported due to gaps in detection and a shortage of trained staff. • Input: Monitoring Nassella tussock is highly resource intensive. While advancements in AI and satellite imagery offer promising solutions, fieldwork remains essential for accurate assessments. The time required for on-the-ground monitoring often exceeds available resources. *All plants* • Outcome: Compliance levels are low following inspections and re-inspections, posing a risk to the investment efforts made by ORC but also involved stakeholders. Latest KPI data from ORC shows that re-inspection targets for spartina, boneseed, bur daisy, cape ivy, perennial nettle and white-edged nightshade were not met (67 per cent out of 100 per cent target) (Otago Regional Council, 2023a).

[9] We note that stakeholder feedback was limited to bur daisy and Nassella tussock.

Effective aspects	Less effective aspects
African love grass • Activity: ORC is partially effective in service delivery at 20 known sites, i.e. grubbing and removing when present. ORC provided feedback that while at known sites, control measures indicate success, minor spread outside of known sites has been recently identified in ORC biosecurity inspections. *Boneseed, cape ivy, perennial nettle* • Limited information to make an informed assessment.	

Recommendations to improve RPMP effectiveness

- Input, activity, output: While ORC have strengthened their strategic planning around Nassella tussock, we recommend considering the use of aerial surveillance and remote sensing. Increased aerial monitoring could significantly improve efficiency. For example, multiple sites could be covered via aerial surveys within days, where this would take months and significant financial investment to achieve through ground-based inspections alone.
- Input, activity, output: For all discussed pests: Strengthen enforcement of compliance, by stating clear timelines to landowners to remove pests, and the costs they will incur if they have not removed the pest within the given timeframe due to ORC having to contract pest control.

5.3.5 Sustained control programme

Pests in the sustained control programme include gorse and broom, feral rabbits, nodding thistle, ragwort and Russell lupin.

We identified observation and compliance data was available for all sustained control programme pests, excluding Russell lupin, which had only observational data.

Gorse and broom

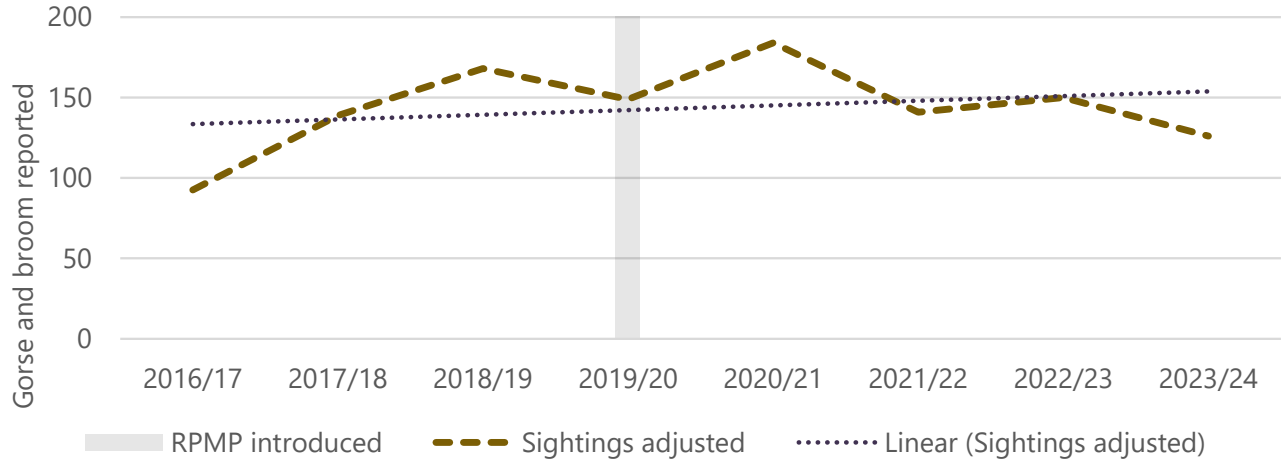
The RPMP objective of gorse and broom is to ensure continuing control of gorse and broom, that prevents land which is free of these pests becoming infested. ORC has the ambition to eradicate gorse and broom in existing free areas.

Assessment findings: ORC is **not effective** in meeting the objectives of the RPMP.

Data assessment

Figure 18 shows the observations of gorse and broom from 2016/17 to 2023/24. There was a reasonable increase in gorse and broom observations until 2020/21, with decreases thereafter.

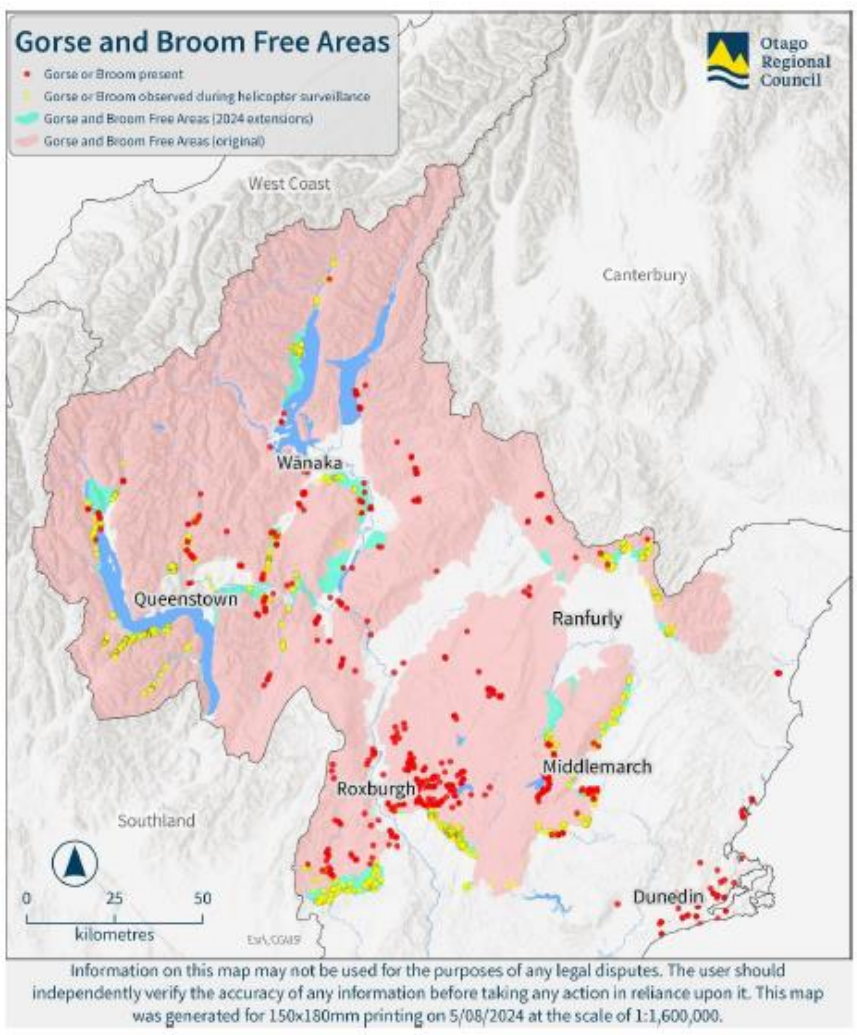
Figure 18: Gorse and broom observations



Source: Sapere calculations using iNaturalist data

Looking at ORC data, gorse and broom are present in both the original gorse and broom free areas (GABFAs) and the extension areas. While the full extent and distribution of infestations remain unknown, aerial surveys conducted in 2022 to 2023 identified infestations in both the original GABFAs and the newly designated areas.

Figure 19: Detected gorse and broom presence in Otago GABFAs over time



Source: ORC Monitoring and Surveillance Guidance Document, 2024

In 2021/22, there were 124 inspections of gorse and broom. Eleven, or 9 per cent, of these were found to be compliant. There were eight re-inspections of properties – three, or 38 per cent, were compliant. While an increase since initial inspections, compliance across both first inspections and re-inspections is low.

Low compliance could be explained by resource allocation. Some stakeholders noted that ORC could improve resourcing to enforce compliance, with gorse and broom cited specifically. This is also captured in ORC feedback on gorse and broom inspections, and ORC missing most recent KPI targets on re-inspection of non-compliant properties in gorse and broom free areas (56 per cent were re-inspected, while the target was 100 per cent(Otago Regional Council, 2023a). ORC feedback stated that gorse and broom were less prioritised in recent work planning, explaining the low compliance numbers.

Table 18: Assessment of ORC activities (gorse and broom)

Effective aspects	Less effective aspects
• Activity: ORC is distributing/releasing biocontrol agents which limit pest vigour. • Outcome: Some stakeholders noted that objectives in the original GABFAs have been effective, with infestations being progressively contained. They noted that the long-term goal of eradication remains viable with continued year-on-year follow up due to the long seed life of gorse and broom, however, comparison to the aerial survey presented in Figure 19 limits the validity of this statement. It is evident that existing gorse and broom free areas are infested with gorse and broom. The good neighbour rule ensures that neighbouring rural landowners take responsibility for control, which has been beneficial in some cases, particularly for gorse management. • Input, activity: ORC is responding to improve gorse and broom monitoring with the developed monitoring plan (BioLink Consulting, 2024a) and is considering alternative methods such as remote sensing.	• Input, activity: There are notable challenges in new extension areas. Stakeholders stated that newly designated GABFAs have not been as effective due to higher infestation densities and limited available funding. A re-evaluation of these areas may be necessary to ensure they remain achievable. Stakeholders also raised that requiring landowners to undertake extensive gorse and broom control in new areas may not be fair or reasonable under the Biosecurity Act, given the scale of infestations. • Input: There is limited funding for new incursions. Legacy pests such as gorse and broom have a high likelihood of reinfestation, but budget constraints limit resources for addressing new infestations where cost-effectiveness is highest. • Outcome: Compliance is a key issue. Gorse and broom have the good neighbour rule and requirement of landowners to act. The public are key to meeting the pest objective, however, current approaches by ORC do not achieve sufficient compliance. This is especially critical for GABFAs.

Effectiveness of the RPMP

Combining the different inputs, we conclude that the current approach of ORC is **not effective** in meeting the pest objective for gorse and broom. This is driven firstly by the strong lack of compliance, and secondly the evidence of high re-infestation levels of gorse and broom in existing free areas.

Suggestion to improve RPMP effectiveness

- Input and activity: Compliance enforcement needs to improve, especially in new GABFAs. The good neighbour rule and requirement to act are not sufficiently enforced by ORC.
- Activity: Where compliance is not enacted, ORC needs to take control of action and charge the non-compliant landowner for service delivery.
- Activity: A challenge to control gorse and broom is its long seed life (20-30 years). Even if removed, the risk of re-infestation remains if seeds remain in the soil. Sustaining ongoing monitoring is important. Aerial surveys can be an efficient approach to monitor large areas. We suggest ORC consider further aerial surveys of gorse and broom free areas for surveillance and effective targeting of enforcement efforts.
- Activity: Re-emergence of gorse and broom in existing GAFBAs is a concern. This can imply that follow-up actions are not undertaken to sustain the initial investments made to remove gorse and broom.
- Input and activity: Improved communication with and encouragement of landowners who have successfully removed gorse and broom to implement regular follow-up cutting and mowing of these areas could be a viable approach to reducing the reinfestation risk.

  This practice can ensure that any new plants are removed before they can produce seeds, preventing further reproduction.

  By maintaining established gorse and broom-free zones through consistent management, landowners can help to contain and ultimately eradicate these invasive species from their properties and sustain the gains from investment into initial removal of gorse and broom from their sites.

Feral rabbits

The pest objective of the RPMP is to ensure continuing control of feral rabbits to manage their spread**.**

Assessment findings: ORC is **partially effective** in meeting the RPMP pest objective.

Data assessment

Figure 20 shows the number of feral rabbits observed between 2016/17 and 2023/24 from iNaturalist data. While initially declining until 2021/22, since the inception of the RPMP in 2019/20, observed feral rabbit numbers increased in 2022/23 and 2023/24 compared to the 2019/20 baseline (by about 15 observations or 30 percentage points). These observed numbers need to be interpreted with caution.

Looking at locations from iNaturalist data, it is apparent that localised increases in reported sightings, especially around Lake Wanaka, Lake Hawea, and in and around Queenstown (e.g. Lower Shotover, Frankton) are driving the increase in numbers in 2022/23 and 2023/24.

A possible explanation for the recent uptick of reported rabbit sightings could be the external COVID-19 shock on inspections. Rabbit inspections were limited in 2019/20 and 2020/21 due to lockdown regulations. This could have had noticeable delayed impacts on rabbit populations.

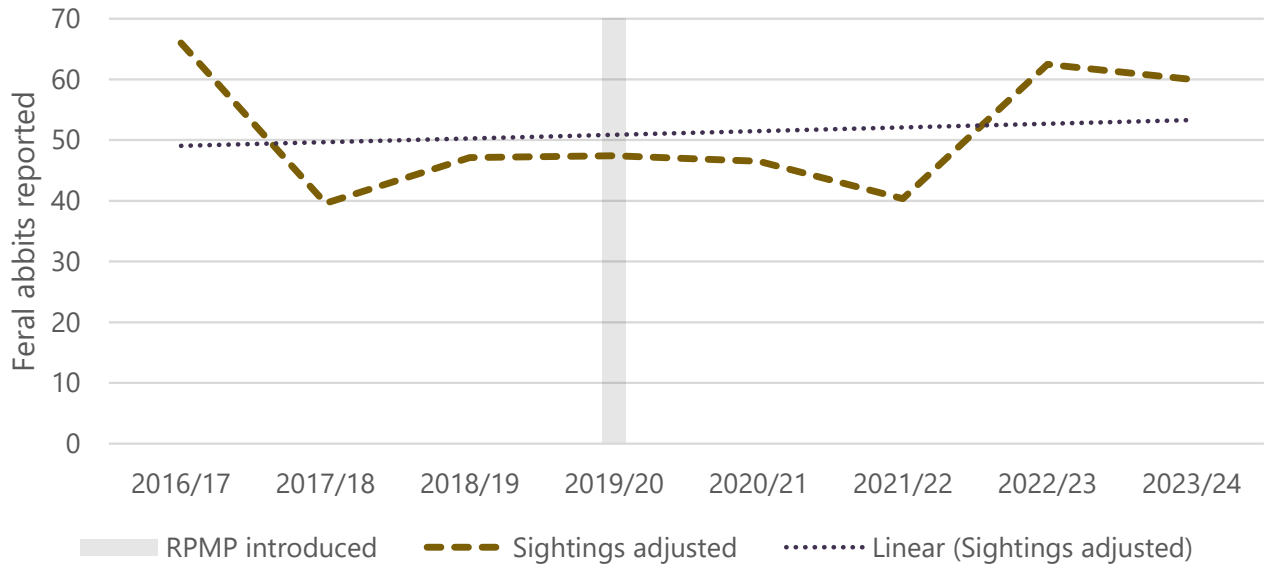
Looking at ORC data on monitoring activities and inspections, the area around Gibbston has clusters of ORC monitoring activities and inspections from the inception of the RPMP in 2019/2020 up to the

most recent data. Stakeholder feedback highlighted success of activities around Gibbston, which could be linked to ORC RPMP activities.

However, the increase in other areas around Queenstown and Wanaka suggests that in these localised areas rabbit numbers are not sustained. A potential explanation can be found in the compliance data (see Figure 21 and below explanation).

The overall trend across time (from 2016/17 until present) suggests a very small average increase of about two observations annually, however the slope is small and can be interpreted as relatively steady.

Figure 20: Feral rabbit observations



Source: Sapere calculations using iNaturalist data

Figure 21 shows the public compliance rates following from ORC inspections for feral rabbits. Figure 21 shows the public compliance rates following ORC inspections for feral rabbits. Compliance rates for new inspections appear to show an increasing trend, i.e. compliance is improving over time (about 42 per cent in 2021/22 to 60 per cent in 2023/24). Re-inspection compliance has decreased over the three-year period from 40 per cent in 2021/22 to about 30 per cent in 2023/24. It is important to note that, while re-inspection compliance has fallen, re-inspection still led to improvements in reducing pest prevalence.

Comparing rabbit prevalence data from initially non-compliant properties between November 2022 and September 2024 shows the median rabbit prevalence reduces from MMS 5 at the first inspection to MMS 4 at re-inspections. This reduction is statistically significant (Wilcoxon Signed Rank Test, p-value <0.000, n=148). This implies that the undertaking of re-inspections encourages occupiers/landowners to act on rabbit infestations. The change in rabbit prevalence reduces from denser pockets to lighter pockets as they become more distinguishable.

Figure 21: Feral rabbit compliance



Source: Sapere calculations using ORC data

Table 19: Assessment of ORC activities (feral rabbits)

Effective aspects	Less effective aspects
• Activity: There is positive feedback from stakeholders regarding community approach and education in areas like Gibbston, Moeraki, and Lake Hayes, where community events helped improve awareness and education about rabbit control. In those areas, ORC's educational approach and bringing landowners together have been successful in encouraging action and responsibility. In Moeraki, a coordinated approach with landowners, ORC, and the district council led to reasonable success. • Activity: Stakeholders further state that ORC's clear focus on landowner responsibilities and joint ownership in rabbit control has led to increased engagement from landowners who were previously passive. • Activity: Collaborative efforts with other stakeholders, such as the rail control work, have worked well due to the coordination and support from ORC in linking landowners and community members. • Outcome: Re-inspections have a positive impact by decreasing pest prevalence. • Outcome: In certain areas like Gibbston and Moeraki, rabbit control has seen positive results,	• Activity: Stakeholders noted that the current approach has been reactive rather than proactive, with too few staff on the ground to adequately monitor rabbit populations at the scale required. We note that ORC has made significant investments and significantly increased biosecurity inspections over the course of the RPMP. • Outcome: Challenges with small landowners and lifestyle blocks. While, according to stakeholders, larger landowners are generally doing well in rabbit control, small landowners and lifestyle blocks often do not take enough responsibility, making it harder to achieve widespread control. This is a critical gap in the current approach, as these landowners are not adequately engaged or incentivised. • Input and activity: Ineffective enforcement—a disconnect exists between the overall goal of pest control and individual landowner actions. Enforcement is often seen as lacking, and there are concerns that this results in non-compliance. The lack of strong enforcement, especially in areas where compliance is most lacking, reduces the overall effectiveness of the pest management plan.

Effective aspects	Less effective aspects
with rabbit numbers reduced, although not to the desired scale. This suggests that focused, area-specific efforts can be successful.	• Input, activity: Shift in ORC's Service Delivery: Stakeholders noted that a shift away from ORC's direct involvement in service delivery (rabbit control) to a compliance-only role has caused a decline in pest management effectiveness. This has left a gap in service provision, as landowners may not fully understand their responsibilities, or compliance is not strongly enforced. We note that the RPMP requires landowners to act. ORC is not responsible for the service delivery.

Effectiveness of the RPMP

- We conclude that ORC is **partially effective** in meeting the RPMP objectives for feral rabbits—partially effective, as some clear successes have been achieved by ORC, for example in Gibbston and Moeraki. On the other hand, significant challenges in containing rabbits in other hot spots remain (e.g. areas around Ettrick, Lake Hayes and surrounds). While there are clear concerns about the lack of compliance and associated enforcement, there is evidence that inspections can be effective in reducing prevalence.

Suggestions to improve RPMP effectiveness

- Activity: Identify areas with the most significant compliance issues, especially around Ettrick, Lake Hayes and surrounds, where rabbit populations remain high. Implement strong enforcement and ensure that landowners are held accountable for their responsibilities.
- Activity: Prioritise enforcement based on historical data of compliance and hotspot areas where the problem persists.
- Activity: Continue and strengthen encouragement of landowners to collaborate, share information, and collectively take responsibility for controlling rabbit populations across properties by collaborating with rabbit community groups.
- Activity: Increase targeted communication with small landowners and lifestyle blocks, as they have been identified as a key challenge for control efforts. This could include education campaigns, or penalties for non-compliance.
- Activity: Build on the successful collaboration seen in areas like Moeraki by expanding coordination efforts with adjacent councils and stakeholders in high-risk areas (e.g. cluster areas). This could involve joint rabbit control initiatives, shared resources, and coordination between neighbouring landowners.
- Input and activities: Prioritise areas where the pest problem is still growing or where control is not as effective, such as urban areas and lifestyle blocks.
- Input: Consider creating specific guidelines and resources for small landowners to help them understand their responsibilities and how they can contribute to pest control efforts.

Learnings from a community-led rabbit management programme

In 2021, ORC surveyed a coastal area for rabbit density, issuing non-compliance notices to approximately 50 landowners with properties totalling over 9.4 hectares. ORC organised public events to educate the community on rabbit infestations and management approaches. Following this, the community expanded the management area beyond the initially identified zone to cover 5,144 hectares, aiming to minimise reinfestation risks. This included participation from landowners who had not received compliance notices.

The community engaged experienced rabbit managers, hunters, and the regional council to develop a coordinated management plan. Key actions included:

- conducting a professional night shoot to assess baseline rabbit infestation levels, which had previously been undocumented
- encouraging shared assessments and collaboration among landowners
- hiring a professional contractor for cost-effective control, with costs shared based on property size
- transitioning from shooting to poisoning due to high rabbit densities.

The programme achieved intermediate success where landowners complied. However, challenges included low participation from farmers and lifestyle block owners, fragmented land ownership, and the community's lack of enforcement authority. These factors created a risk of recurring rabbit infestations despite collective efforts.

What worked well

- **Awareness:** ORC identified rabbit infestations and raised awareness, addressing gaps in community knowledge about the issue, regulatory requirements, and assessment scales.
- **Community engagement:** hosting information meetings facilitated collaboration and helped initiate coordinated planning.
- **Coordinated efforts:** success was observed when multiple properties worked together on pest control strategies.

Areas for improvement

- Greater regional council involvement: more structured oversight and enforcement could enhance long-term success, reducing reliance on volunteers and ensuring consistent, cost-effective solutions.
- Stronger enforcement measures: addressing selective non-compliance would help prevent reinfestation and improve intervention outcomes.

Nodding thistle

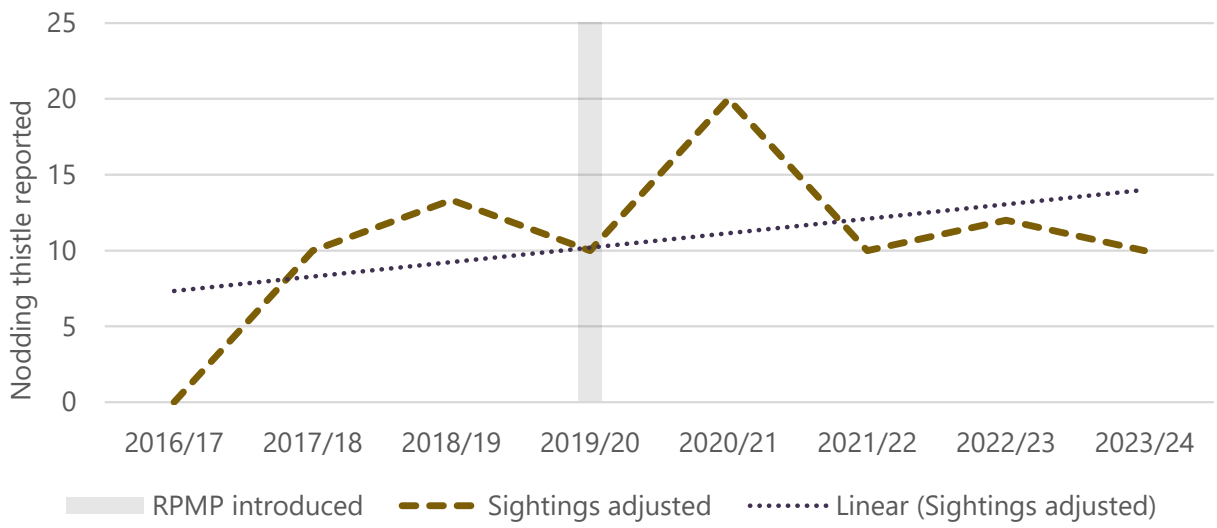
The objective is to implement sustained control of nodding thistle rural-zoned land within specified distances of property boundaries throughout the Otago region to prevent spread.

Assessment findings: ORC's effectiveness in meeting the objectives of the RPMP is **inconclusive**.

Data assessment

Nodding thistle's observations between 2016/17 and 2023/24 are shown in Figure 22. An increasing trend over time is visible. While observations increased from the inception of the RPMP, they have fallen in more recent years to levels comparable to the inception year of the RPMP in 2019/20.

Figure 22: Nodding thistle observations



Source: Sapere calculations using iNaturalist data

There were three inspections of nodding thistle in 2021/22—one property was found to be compliant. There were no re-inspections. As nodding thistle is a good neighbour rule pest, inspections depend on reporting from the public, i.e. instigated from a complaint by a neighbour under the good neighbour rule.

Effectiveness of the RPMP

- Activity: ORC is distributing/releasing biocontrol agents which limit pest vigour.
- We have limited information on nodding thistle. Limited information can arise because nodding thistle is a good neighbour rule pest. There was no stakeholder comment on nodding thistle. ORC did not carry out re-inspection (out of a possible two) in 2021/22. The data is too limited to draw confident conclusions about overall effectiveness. Thus, the assessment of effectiveness is **inconclusive**.

Suggestion to improve RPMP effectiveness

- Activity: Limited information could point to limited awareness. ORC could consider increasing awareness of the pest among the public.

- ORC should undertake increased monitoring and follow-up through re-inspections of non-compliant properties, and initiate enforcement action (i.e. default work and cost recovery) where repeated non-compliance is identified.

Ragwort

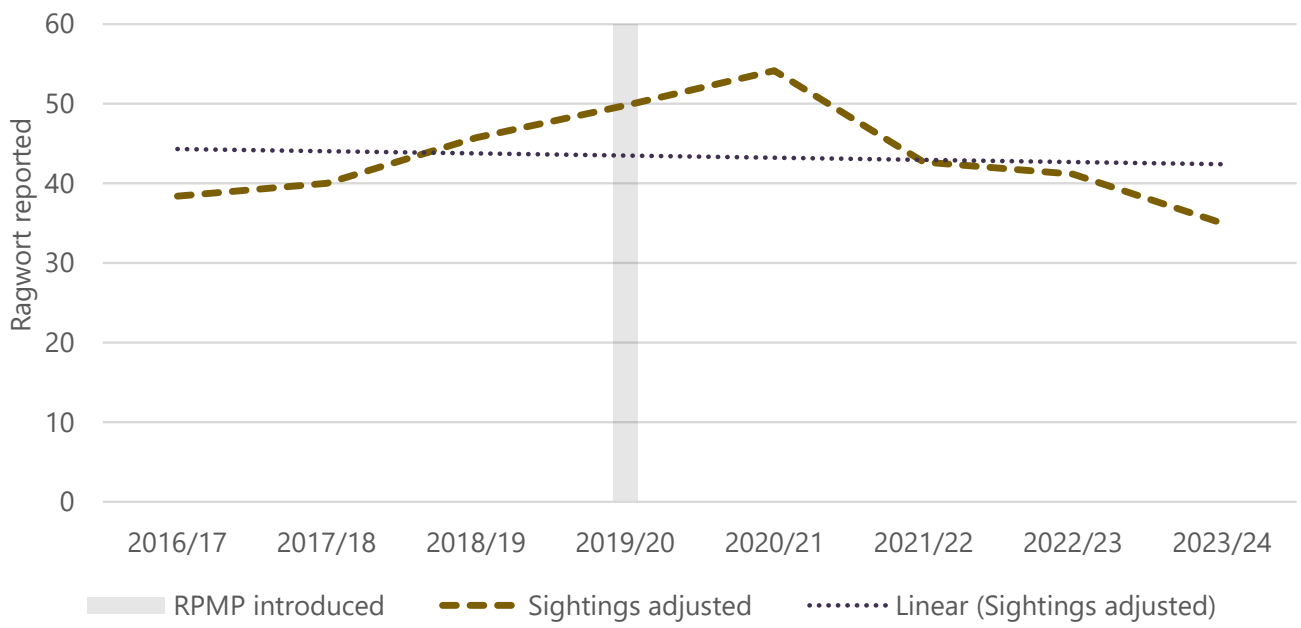
The RPMP pest objective is to implement sustained control on rural zoned land within specified distances of property boundaries throughout the Otago region to prevent spread.

Assessment finding: ORC is effectiveness in meeting the objectives of the RPMP is **inconclusive.**

Data assessment

Figure 23 shows ragwort observations between 2016/27 and 2023/24. Since 2020/21 sightings decreased, reflected also by the overall time-trend. This can suggest that sustained control of ragwort is achieved.

Figure 23: Ragwort observations



Source: Sapere calculations using iNaturalist data

There were four properties inspected for ragwort in 2021/22, all of which were found to be non-compliant. Two were re-inspected—one of these was compliant. As ragwort is a good neighbour rule pest, inspections depend on both reporting from the public, i.e. instigated from a complaint by a neighbour under the good neighbour rule.

Effectiveness of the RPMP

- Activity: ORC is distributing/releasing biocontrol agents which limit pest vigour.
- We did not receive stakeholder comments on ragwort and have very limited information to judge if ORC is effective in meeting the RPMP pest objective. Limited information can arise because ragwort is a good neighbour rule pest. There was no stakeholder comment on ragwort. ORC carried out two re-inspections out of a possible four in 2021/22; however, the

data is too limited to draw confident conclusions about overall effectiveness. Thus, the assessment of effectiveness is **inconclusive**.

The presented data points to a decrease in recent years, but compliance information shows that compliance is not achieved and only half of non-compliant properties were re-inspected, although compliance data is limited to very few data points. Due to the limited information, the effectiveness of the RPMP is **inconclusive**.

Suggestion to improve RPMP effectiveness

- Activity: Limited information could point to limited awareness. ORC could consider increasing awareness of the pest among the public.
- Activity: ORC should undertake increased monitoring and follow-up through re-inspections of non-compliant properties, and initiate enforcement action (i.e. default work and cost recovery) where repeated non-compliance is identified.

Russell lupin

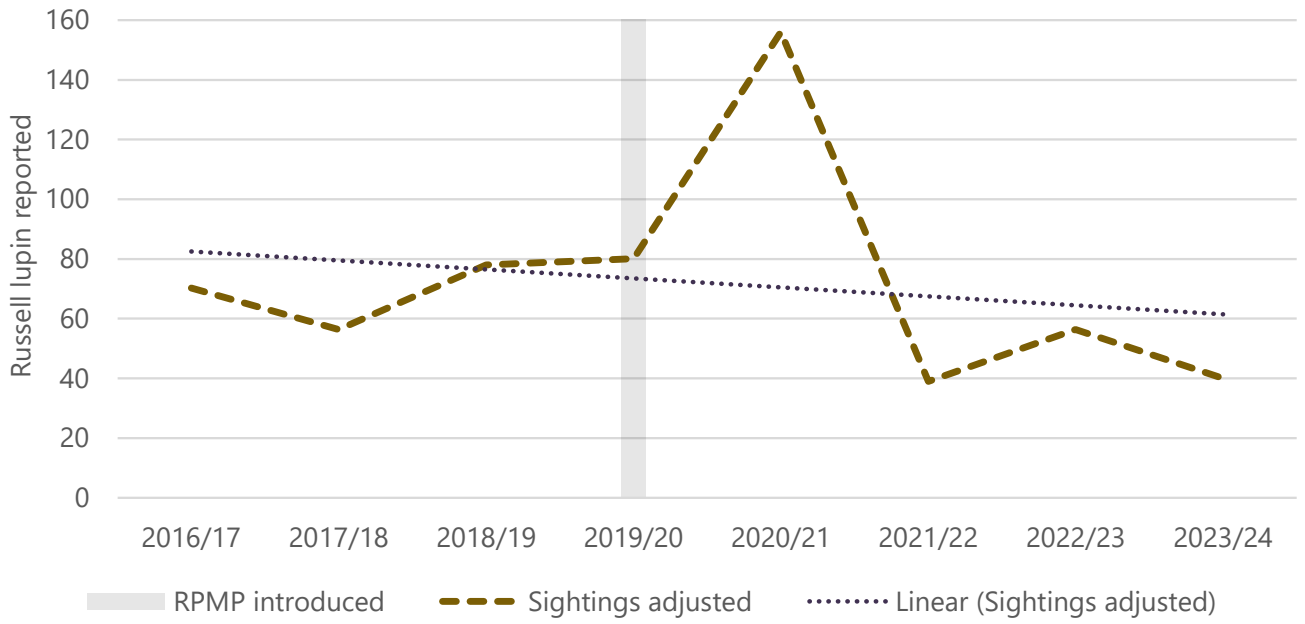
The RPMP pest objective is to instigate boundary controls of Russell lupin to prevent the spread (e.g. the planting and subsequent seeding) of wild lupin plants.

Assessment finding: ORC is **not effective** in meeting the pest objective.

Data assessment

Russell lupin reporting between 2016/17 and 2023/24 are shown in Figure 24. Reporting of Russell lupin in the past three financial years are below the level of reporting at the inception of the RPMP. There is a notable spike in reporting in 2020/21. We note that the reporting of Russell lupin is consistently (across years) driven by observations around Queenstown (e.g. Arthur's Point, Arrowtown, Cardrona, Cromwell, Frankton, Glenorchy, or Lower Shotover River). Some of these are known high-risk areas which ORC regularly monitors. The caveat in using iNaturalist data is that only visible and accessible sites of plants are reported. It is understood that Russell lupin is present as numerous seed-bearing plants in high catchment areas which are more difficult to access. This presence significantly contributes to its spread. Russell lupin beds have been found in headwater rivers (e.g. Dart and Rees Rivers), that provide a seed source for areas further down the catchment (e.g. Glenorchy).

Figure 24: Russell lupin observations



Source: Sapere calculations using iNaturalist data

We have no information about compliance inspections and associated outcomes for Russell lupin.

Table 20: Assessment of ORC activities (Russell lupin)

Effective aspects	Less effective aspects
• Output: Our data suggests that surveillance of Russell lupin is achieved at known hot spots around Queenstown. • Activity: ORC conducted aerial surveillance to collect baseline infestation for five of the six at-risk catchments detailed in the RPMP (Dart, Rees, Matukituki, Makarora, Hunter). • Activity: ORC finalised and implemented a Russell lupin strategy in 2023, to support pest monitoring and surveillance.	• Outcome: There is no evidence of control actions undertaken from ORC. We note that while ORC provides the service delivery for Russell lupin, control is optional under the RPMP. • Input, activity, output, outcome: Presence of numerous seed-bearing plants in high catchment areas. Russell lupin is found to be spreading down the catchments. Effective control of wild Russell lupin requires targeted action in the upper river areas, and collaboration with DOC. • Outcome: One stakeholder noted that Russell lupin is spreading in north Otago, becoming well established in that area. This suggests that Russell lupin is present beyond highlands of Otago.

Effectiveness of the RPMP

- ORC's current approach to managing Russell lupin is **not effective**, as the pest continues to spread and is not being sustainably controlled. While surveillance is in place, ORC is not undertaking any control measures to prevent further spread. Although such action is optional

under the current RPMP, control inaction undermines the effectiveness of achieving the pest management objective.

Suggestions to improve effectiveness of the RPMP

- Input and activity: ORC have successfully driven surveillance in high-risk areas around Queenstown. Building on this approach, we recommend forming a taskforce with DOC and other local community weeding programmes to plan control measures in upper catchment areas. Ideally, a control strategy would result from this activity.

5.3.6 Site-led programmes

There are four site-led programmes: Otago Peninsula, West Harbour – Mt Cargill, Quarantine and Goat Islands, and lagarosiphon in Otago's rivers and lakes. For the first three sites, the objectives of the RPMP are to support community groups and other agencies to protect ecological integrity. For lagarosiphon, the objective is to support LINZ in controlling and eradicating lagarosiphon.

Assessment findings:

- Lagarosiphon: ORC is **partially effective** in meeting the RPMP pest objective.
- Otago Peninsula: ORC is **partially effective** in meeting the RPMP pest objective.
- West Harbour – Mt Cargill: ORC is **partially effective** in meeting the RPMP pest objective.
- Quarantine and Goat Islands: There is insufficient information. As such the effectiveness of ORC in meeting the RPMP pest objective is **inconclusive**.

ORC provide direct funding to the site-led programmes to achieve RPMP pest objectives in these areas. Among the pests listed for site-led programmes, only lagarosiphon was subject to compliance inspections. We note that there are no rules for plant aspects of site-led programmes. Of the 21 inspections in 2021/22, 20 (95 per cent) were compliant. In the same year, there were seven re-inspections. Five (71 per cent) were found to be non-compliant. We do not have sufficient data to assess progress at site-led programmes. However, the case studies below provide insights from three stakeholders who are actively involved in running site-led programmes that are funded by ORC in the Otago region.

These initiatives, operating in both urban and rural landscapes, focus on predator and weed control to protect native ecosystems. Each group employs a unique approach while facing shared challenges in governance, funding, and enforcement. The initiatives demonstrate the power of community-driven conservation but also highlight systemic barriers to their effectiveness. Strengthening strategic support, improving general funding stability, and enhancing public engagement is perceived as important by stakeholders to sustain long-term biodiversity gains under the RPMP site-led approach. A challenge frequently highlighted by stakeholders is the lack of collaboration among some private landowners in relation to their pest control efforts. This presents a limitation of the RPMP, as there are no specific rules for site-led pests, meaning the ORC is unable to take enforcement action. It is important to note, however, that this does not undermine the effectiveness of the ORC in supporting site-led programmes.

Learnings from three site-led initiatives in Otago

Initiative 1: Weed management

This initiative focuses on the control of highly invasive plant species threatening native bush areas. Utilising advanced technology, such as drone-assisted aerial mapping, volunteers track and contain the spread of pest plants. The work is largely carried out by volunteers who invest personal resources into weed removal.

What worked well

- **Collaborative efforts:** strong partnerships with other conservation groups helped expand the reach and effectiveness of weed control measures. Volunteer facilitation programmes have been instrumental in harnessing community enthusiasm and involvement in weed management efforts.
- **Site-led programme benefits:** the site-led programme has provided some benefits, particularly by including six key pest plants, which has helped to secure funding and encourage landowner participation in weed management. New funding streams, such as the ECO-fund, have also provided support for some site-led initiatives, helping volunteer groups to access the resources they need.

Areas for improvement

- **Sustainable longer term funding support:** although initial funding supported stakeholders in site-led programs to carry out key activities, achieving long-term pest control targets requires sustained investment. Funding challenges impede progress, as site-led initiatives often depend on inconsistent, one-off annual grants, making long-term planning difficult. Consideration to provide longer-term funding for initially successfully run site-led programmes initiatives with significant positive impacts on RPMP objectives could be considered. Longer-term funding would enable such initiatives planning activities at scale.
- **Public awareness deficit:** while ORC has existing campaigns, such as information pieces celebrating pest control efforts made by local community groups or their pest of the month campaign which includes site-led pests, many landowners remain still unaware of their role in invasive species management. This highlights the need to enhance educational outreach. ORC could increase the support of local community groups in raising awareness of site-led pests, with for example a postal messaging campaign and leaflets in targeted areas; and highlighting success stories of local initiatives in managing pests in site-led areas.

Initiative 2: Possum control

This initiative primarily targets possum eradication, with long-term plans to address mustelids and rodents. Covering a vast 63,000-hectare area, it integrates GPS mapping and ground surveys to track and mitigate pest activity. Collaboration with stakeholders and local communities has been central to its success.

What worked well

- **Volunteer dedication:** the initiative relies on a network of community groups and volunteers, who are passionate and dedicated to pest control beyond the boundaries of the RPMP. They have achieved significant success in reducing possum numbers, especially on the Otago Peninsula where there are now fewer than 20 possums after years of targeted effort. A successful knockdown operation in a previously untreated area – outside the scope of a site-led plan – resulted in a reduction of the residual trap catch index from 54 to 26 per cent within five months.
- **Community buy-in:** community support for this initiative was strong, with landowner surveys demonstrating a 100 per cent willingness to contribute financially to continuation of the possum control work. Non-governmental organisations (NGOs) are perceived as impartial, cost-effective, and motivated, which can make them more trusted and effective than council initiatives, especially among farmers and rural communities.
- **Sustainable long-term funding:** ORC provided significant direct funding to support the initiative over a period of 5 years.

Areas for improvement

- **Strategically leverage and empower NGOs:** NGOs have dedicated and passionate volunteers, and trust and buy-in from the community. The council is perceived by some as lacking in support, community engagement, and resource provision, while distrust among rural landowners poses additional barriers. ORC could strategically leverage the involvement of NGOs to maximise impact. Expanding funding and resources for NGOs would enable more coordinated and strategic implementation of predator control initiatives and sustain existing investments in the long-term
- **Greater community engagement and education:** a stronger emphasis on educational initiatives could enhance public participation in pest management. ORC could play a more active role in educating landowners and providing practical resources to support pest control.

Initiative 3: Holistic biodiversity restoration project

This project adopts a comprehensive approach to biodiversity restoration, integrating predator and weed control with indigenous environmental knowledge. It works in partnership with conservation organisations, mana whenua, and regional authorities to achieve long-term ecological sustainability. A key success has been the near eradication of possums from the Otago Peninsula, with over 25,000 removed. Monitoring suggests fewer than 20 remain, with no recorded sightings in the past eight to nine months, demonstrating the effectiveness of control measures.

What worked well

- **RPMP has enabled collaboration and funding:** the RPMP has played a crucial role in fostering collaboration and securing funding for pest control initiatives, enabling groups to pool resources and work together more effectively. The site-led approach introduced by the RPMP has allowed for a more coordinated and strategic response, strengthening partnerships between mana whenua, community groups, and the regional council.
- **Successfully incorporated Mātauranga Māori:** establishing RPMP enabled identification of areas of significant interest from kaitiaki perspective, with mana whenua being involved from the outset in identifying key ecological areas of historical and cultural significance. There are good relationships between ORC and mana whenua.

Areas for improvement

- **Clarify language and enforceability:** one of the most significant issues is the difficulty in enforcing pest control on private land. The current wording of the RPMP, particularly regarding "harbouring" pest species, has been too ambiguous, making it difficult to ensure compliance. A suggested improvement is to redefine the term to "pest species present," which would provide greater clarity and enforcement capability. Looking ahead, a future iteration of the RPMP could be enhanced by introducing legislative support within site-led programmes for pest control on private land and further integrating a values-based model for decision-making.
- **Improve community awareness of the RPMP, and leverage community organisations:** greater engagement could help strengthen conservation efforts across the region. While public awareness of the RPMP itself remains limited, many community members trust community organisations to act on their behalf, reinforcing the importance of strong community-driven conservation efforts.

Table 21: Assessment of ORC activities (site-led programmes)

Effective aspects	Less effective aspects
• Input: ORC initiated a funding bid process and allocated funding to site-led initiatives. • Activity: For some site-led programmes, ORC successfully brought together different stakeholders and community groups and coordinated efforts of activities. This was perceived as a success by stakeholders. • Activity: For lagarosiphon, ORC took the lead and delivered the programme in Wanaka and Wakatipu, with notable success. Key factors of success are that ORC managed to gain local buy-in and sustained support for controlling the pest, and that it provides a coordinated approach and funding. • Activity: For lagarosiphon, ORC scaled up their efforts in management. A recent report (Otago Regional Council, 2023a) shows that ORC conducted frequent outreach meetings with LINZ and other stakeholders (13 in FY2023/24), engaged with other programmes (Check, Clean, Dry programme: 767 times in FY2023/24), as well as carried out more than twice the inspections for lagarosiphon monitoring for priority water bodies (33 of 18 planned in FY2023/24) and more inspections for secondary water bodies (50, planned target for FY2023/24 was 40).	• Input: Stakeholders raised concerns over the lack of ORC longer-term funding certainty for their site-led programme activities, threatening the sustainability of their pest management efforts. • Activity: A frequently raised concern among stakeholders is compliance and enforcement. Community groups that have made significant investments in pest control often see their efforts undermined by private landowners who do not engage, allowing pests to persist and spread from their properties. While we acknowledge this concern, we note that under the current RPMP, site-led programme rules apply to lagarosiphon and wallabies, and following recent legal advice ORC received, also to possums. • Activity: Lagarosiphon control in Lake Dunstan poses a challenge, and a stakeholder raised concerns of limited effectiveness of lagarosiphon control. • Further, ORC noted in a recent report the presence of lagarosiphon in priority water bodies (Bullock Creek and Albert Town) and in secondary water bodies in the Purerua River, and Inch Clutha (Otago Regional Council, 2023a). On the latter point, this may not necessarily be a negative outcome, as increased inspections and monitoring can reveal greater extent of the problem than previously assumed.

Effectiveness of the RPMP

- Quarantine and Goat Islands: We are not able to assess the effectiveness for these, as such, effectiveness is **inconclusive**.
- Otago Peninsula and West Harbour – Mt Cargill: The case studies and information from stakeholder interviews signal **partial effectiveness** of ORC's activities in meeting the RPMP objectives for these site-led programmes.
- Lagarosiphon: ORC has clearly been effective in meeting the RPMP objective for several sites in Otago. The Check Clean Dry programme has a part in this success as it provides good advocacy and education around lagarosiphon and freshwater pests in general. However, the presence of lagarosiphon in Lake Dunstan, for example, signals that ORC is **partially effective**.

Suggestions to improve RPMP effectiveness

- Activity: For lagarosiphon, increase funding for LINZ around Lake Dunstan. Build on success stories from Lake Wanaka and Wakatipu in leveraging community support and local buy-in.
- Input: For other site-led programmes, build on successful initiatives. Consider targeting follow-up funding for such initiatives, providing these initiatives with long-term planning and scaling activities.
- Activity: Organise quarterly meetings which engage local site-led community groups to foster collaboration and share reciprocal learnings.

6. Programme assessment and recommendations

We present in this chapter an assessment of the RPMP at the programme level and resulting recommendations. Recommendations are tailored to:

1. Enhance the status quo of the RPMP.
2. Support ORC in developing the next RPMP.

6.1 Summary of key findings

Recommendations for priority areas

ORC can enhance the status quo by implementing our recommendations, in order of priority:

1. Raising public awareness of the RPMP in Otago.
2. Prioritise compliance activity to improve public compliance to RPMP rules in Otago.
3. Improve current approach to monitoring and surveillance of RPMP pests

Specific recommendations and suggestions for each are presented in Table 24.

Table 22: Recommendations for priority areas of the current RPMP

Raise public awareness	Improve public compliance	Improve monitoring/surveillance
• Simplify the RPMP presentation, accessibility and reach. • Clarify rules and target communication to key audiences. • Improve transparency to and motivation of the public by sharing more success stories.	• Initially, target enforcement efforts where investments and awareness are already in place (i.e. old man's beard, rabbits, bomarea, wilding pines). Also consider prioritisation of areas with highest biodiversity or economic/cultural value. • Communicate more clearly the consequences of non-compliance following inspections, while also highlighting success stories resulting from enforcement efforts. • Utilise powers under the Act of default work and cost recovery in cases of repeated non-compliance. • Leverage data to optimise enforcement efforts. • Increase the number of new and re-inspections. Consider targeting areas with highest biodiversity or economic/cultural value first. *Note:*	• Fill data gaps by leveraging citizen science and integrating stakeholder data. • Incentivise the public to contribute data where gaps are present. • Consider introducing outcome-based monitoring. • Invest in capacity and capability by utilising tools such as AI-enabled traps, drones, and remote sensing; additionally, provide training for biosecurity staff. • Prioritise efforts where data gaps are most significant, focusing first on areas with the highest biodiversity or economic/cultural value.

Raise public awareness	Improve public compliance	Improve monitoring/surveillance
	this should be accompanied by appropriate enforcement activities (i.e. default work and cost recovery) as inspections alone will have limited impact without follow-through.	

6.2 Effectiveness at the programme level

Our programme-level assessments focus on common overlapping themes that emerged during our analysis and stakeholder engagement. These themes are presented in Table 23 below. From there, we outline key areas ORC should consider actioning as soon as possible (raising awareness, public compliance, and monitoring and surveillance).

Table 23: Effective and non-effective ORC RPMP efforts

	Effective aspects	Less effective aspects
Inputs	**Investment in technology:** the use of tools such as GIS mapping and the improved data collection system (Survey123) are significant improvements made by ORC. Improvements in the data system led to more consistent reporting and permitted before-and-after comparison of pest management efforts by landowners/occupiers (see Appendix B for the assessment of ORC data and the positive changes made by ORC to improve data quality and capture). **Investment in staff:** ORC has made investment in their staff, creating additional biosecurity and managerial roles to support the programme. **Increased total RPMP funding uplift:** funding for the RPMP was increased to support the delivery of the programme. **Targeted funding for specific initiatives:** dedicated funding streams for pests, such as rooks, spartina, wilding pines, or on the Otago Peninsula for site-led programmes led to success in pest control.	**Funding and prioritisation challenges:** while funding increases have been made, stakeholders report limited capacity for enforcement, monitoring, and proactive pest management. This suggests the challenge may lie not only in funding levels, but also in how resources are prioritised and allocated. **Funding use**: stakeholders reported an inefficient use of resources by ORC, targeted towards a reactive rather than proactive pest management approach. This limits the effectiveness of resources used. Stakeholders also highlighted challenges in short-term funding for community or site-led projects requiring long-term support to achieve sustainable outcomes. **Transparency and inclusivity:** stakeholders, including iwi, noted insufficient transparency in budget allocation to pest management initiatives of the RPMP (e.g. pest programmes and pests), and a lack of prioritisation for Māori, but also among NGOs. **Lack of RPMP spending understanding**: a challenge in ORC's current accounting system does not permit specific tracking of RPMP-related expenditures, hampering an appropriate assessment and clear indication of where the

	Effective aspects	Less effective aspects
		money is spent. **Limited spending on communicating the RPMP**: ORC has set aside a limited amount of funding to engage with the public to create awareness. However, creating awareness is a key success factor for RPMP effectiveness.
Activities	**Education campaigns:** public education campaigns, such as those targeting wallabies, pest of the month specifically for rooks, or targeted campaigns in regional areas for rabbits or predator-free initiatives, have improved awareness and encouraged individual action in rural areas. **Cross-boundary collaboration:** partnerships with council groups, like Environment Canterbury, are supporting pest management efforts relevant to controlling cross-boundary pests such as wallabies. **Oversight:** several examples exist where ORC provided oversight and brought together stakeholders, such as on the Otago Peninsula at site-led programmes, demonstrating successful pest management. **Targeted monitoring**: where ORC provided targeted monitoring, success can be achieved, for example relating to spiny broom and rook eradication, or lagarosiphon.	**Limited communication:** the communication budget is limited and the RPMP document is lengthy and hard to read. The lack of communication of the RPMP rules strongly reduces awareness of the plan, and landowner/occupier responsibilities. This is a critical point and causes an inefficiency of the RPMP. **Monitoring and inspection approach**: current inspections have a strong focus on specific pests (i.e. rabbits, bomarea, and old man's beard), which is likely driven by the rules of the RPMP (i.e. good neighbour rules and requirements to act) and by public awareness of pests; both increase the responsibility for ORC for inspections. This binds resources. While we acknowledge ORC's efforts to enhance monitoring, we want to highlight the opportunity to expand monitoring to other pests in high-biodiversity areas. ORC has made significant progress in this regard, particularly with old man's beard, by prioritising high-biodiversity areas for targeted monitoring. **Re-inspections and new inspections**: ORC can improve in conducting re-inspections, which are limited at present. Increasing the number of new (first-time) inspections is also important to ensure timely identification and follow-up of non-compliant properties.
Outputs	**Localised species control:** success stories include rook eradication, and lagarosiphon management in Lake Wanaka and Lake Wakatipu. The latter relates to strong community efforts with oversight from ORC. **Increased community participation:** education-first approaches have led to greater involvement in local initiatives controlling	**Lack of enforcement**: there is low prioritisation of enforcement and thus ORC is not meeting its targets as shown in our analysis. Furthermore, stakeholders noted that the lack of enforcement risks their efforts and time invested in managing pests according to the plan in their local areas. **Follow-up to non-compliance**: there is limited enforcement post non-compliance. While NoDs were issued, at present there have been no

	Effective aspects	Less effective aspects
	possums.	follow through consequences for non-compliance to NoDs. **More visibility needed**: outputs are required to show the public success stories of how funding is used and how the RPMP affects pest management efforts, potentially creating more community buy-in.
Outcomes	**Targeted successes:** targeted inputs, oversight, and clear monitoring led to success in rook eradication efforts, an effective and positive trajectory of spiny broom and spartina control. Where site-led programmes were empowered by funding and by oversight from ORC, success in pest management was achieved, for example in possum eradication on the Otago Peninsula or at West Harbour – Mt Cargill. Furthermore, national funding support is enabling success in developing approaches to enable improved wallaby pest management. These success stories reflect the potential of well-funded, collaborative efforts. **Enhanced awareness in some areas:** specific outreach efforts have led to improved understanding of pests among some rural landowners.	**Broader systemic issues:** systemic issues, like reinfestation of rabbit populations in localised areas around Queenstown and between Queenstown, Luggate and Wanaka, or gorse and broom issues fragmented efforts, and lack of enforcement limits broader progress towards an effective RPMP delivery. **Limited awareness of and compliance to the RPMP:** community groups, urban and lifestyle block landowners remain largely unaware of their responsibilities under the RPMP, which limits compliance but also the buy-in of the community. There is a general unawareness of the RPMP among the public as reported by stakeholders.

6.3 Recommendation 1: Raising public awareness of the RPMP

A barrier to more effective pest management outcomes identified by stakeholders is the lack of awareness of the RPMP and the understanding of its rules and listed pests. Making the plan more accessible and user-friendly, alongside targeted communication efforts, could greatly improve stakeholder engagement and compliance, leading to better pest management outcomes.

Raising awareness of the RPMP has the highest priority, as effective communication is critical for engagement and compliance, which both build the foundation for successful pest management in the community. It requires structured outreach efforts but not significant financial investment, i.e. it has potential for being cost-effective with strong multiplier effects on RPMP effectiveness following the programme logic models.

6.3.1 Recommendations to improve effectiveness

Presentation of the RPMP plan and rules

- Stakeholders suggested that sharing a simplified version of the current plan using infographics and plain language could enhance the communication process. One stakeholder noted that a presentation style like Otago's long-term plan consultation would be beneficial.
- We find Greater Wellington's online presentation of the RPMP particularly useful. It is easily accessible, well-structured, and provides a clear overview of pests with a mobile-friendly layout. This format could be considered for updating ORC's online presence regarding the RPMP and for outreach initiatives, such as sharing updates and pest management rules through council emails or postal campaigns targeting specific pests and areas of concern.[10]
- Additionally, Greater Wellington utilises consumer-paid targeting algorithms to raise awareness of the RPMP and the incentive campaign for people browsing the web. This approach could be an effective way to enhance awareness across Otago without relying on additional full-time equivalent (FTE) staff. ORC could consider adopting a similar strategy, though the associated costs for such paid targeting are currently unknown to Sapere.
- Another great example is the communication from the Victorian Conservation Regulator, around its regulatory priorities (Victorian Government, 2024). It is very clear about its priorities, recognising trends and setting them out in a simple and understandable way. It adopts the Braithwaite compliance triangle ("Pyramid of Responsive Regulation").
- Stakeholders frequently highlighted confusion and lack of clarity about the pest plan's rules as a significant issue impeding compliance and effective management. For instance, the Modified McLean Scale for rabbit control was identified as difficult to interpret, particularly in peri-urban contexts. This could be done with visual explanations of what different scores on the scale look like. We further suggest clearer communication of the good neighbour rule for wilding pines due to the noted confusion about the good neighbour rule interpretation by stakeholders.
- A more user-friendly plan, i.e. an edited version of the RPMP, would also include clear, actionable information to help stakeholders understand their obligations, for example through hyperlinks to relevant information sources. Since 51 pests are included, it is easy to get lost in the plan. A simplification could ensure that priority pests, where there is the greatest need for community vigilance and action, appear prominently.

Sharing success stories

- Additionally, stakeholders expressed a desire for greater transparency and regular updates on pest management activities and successes to foster trust and motivate participation. We note that ORC is already sharing success stories on their website, for example about the first spy wallaby hunt success (Otago Regional Council, 2024c). However, the lack of awareness among

[10] Greater Wellington RPMP: https://www.gw.govt.nz/environment/pest-management/pest-plants/.

stakeholders indicates that effectiveness of stories can be improved. This relates to the stories told and how the stories are shared with the public.

- Sharing success stories and updates to the public was deemed as important as sharing a clear and accessible pest plan. Stakeholders suggested annual updates on the success and progress of the RPMP in Otago as done by the Bay of Plenty in their annual reports (Bay of Plenty Regional Council, 2024) or by Canterbury Regional Council (Canterbury Regional Council, 2024). Both reporting styles clearly highlight targets, outputs and the current trajectory in achieving specific pest objectives.
- Success stories could further be shared in quarterly meetings with local stakeholders by their pest area focus, ensuring sustainable stakeholder buy-in and discussing further learnings to strengthen activities. Localised targeting of success stories via collaborating with local area Facebook groups, for example, could boost awareness and be a cost-effective approach to disseminate information.

6.3.2 Pest type focus

Presentation of the RPMP plan and rules

The communication of the plan should focus on the 51 pests included in the RPMP, to address a general lack of awareness of the RPMP among the public in Otago.

However, communication of rules relating to specific pest issues in localised areas could be further considered once general communication of the plan is achieved, i.e. high presence of bomarea in the Otago Peninsula, lagarosiphon challenges at Lake Dunstan, or rabbit concerns around Southern Lakes. ORC's ArcGIS mapping of pests could be a starting point in targeting priority communication to areas.

Sharing success stories

We acknowledge that ORC is already sharing success stories, but this can be further strengthened as per stakeholder feedback, as there seems to be limited awareness and/or impact of such stories on the public.

Success stories could focus on site-led programmes requiring strong community-support—also to highlight the efforts made by volunteers. They could further be targeted to local stakeholder groups such as community rabbit programmes where success was achieved, and learning can be shared with other community rabbit programmes.

We note that rate-payer fees were increased to fund the RPMP—accordingly, it would be good for the public who fund the efforts to see what difference their investment has made. Success stories could focus on pests where significant investment has been made over a year. At present, this would include pests such as rabbits (local success in Gibbston or Moeraki), ORCs approach to target and identify wallabies from the Judas wallaby trials as a possible future control approach to eradicate wallabies in Otago, building on the trial story shared in the past,[11] and success stories relating to eradication of

[11] This is especially important in the context of our report finding that ORC is currently not effective in controlling their spread, but have made important investment with potential to control and eradicate wallabies going forward.

rooks. We further suggest highlighting success stories from site-led programmes such as the control of possums on the Otago Peninsula.

6.4 Recommendation 2: Improving public compliance to RPMP rules

Feedback from stakeholders highlights a need for improvement in ORC's efforts to enforce public compliance to rules. Our analysis of compliance data to RPMP rules (i.e. compliance before and after re-inspections) in the previous chapter supports this point. Stakeholders emphasised the need for more robust enforcement from ORC to ensure sustained pest control and prevent regression in managed areas. Current compliance levels generally fall short of the target set by ORC (e.g. MMS equal or below 3, or a plant infestation grading scale equal to zero), further illustrating the need for stronger oversight.

Early in the RPMP in 2021, ORC identified gaps in its biosecurity enforcement capacity related to RPMP delivery (Otago Regional Council & Andrea Howard, 2021). Since April 2021, ORC has made material investments in its biosecurity team. Staffing increased from 11 FTE, along with at least three half-FTE, to 18 FTE and at least five half-FTE dedicated to biosecurity by October 2024 (Otago Regional Council, 2024b). However, these changes do not reflect the actual effectiveness of the changes in enforcement outcomes.

Enforcement responsibilities are managed by delivery leads in collaboration with a compliance support coordinator (Otago Regional Council & Andrea Howard, 2021). The structural changes introduced a flat organisational model based on geographic areas.

Given this expansion, it is reasonable to conclude that ORC has sufficient resources to focus on enforcement without requiring additional funding. The key consideration is the approach set by ORC, the delivery leads, and coordination efforts.

While ORC attempts to achieve compliance through a scaled approach, as described by Braithwaite's compliance triangle, there are enforcement tools which are available such as NoDs, which ORC have used, albeit with limited impact on compliance, or moving towards direct action and cost recovery (latter two options are to our knowledge not used by ORC). This means there is limited impetus for public compliance to RPMP rules.

Improving public compliance with RPMP rules is a high priority, second only to raising awareness of the RPMP. Public compliance with the rules is essential for the RPMP to achieve its pest objectives. Compliance is built on awareness. The requirement for additional resources to implement the change should be low—as stated above, ORC made significant changes to their biosecurity team size and administrative support between 2021 and 2024. Enforcing compliance requires staff and administrative resources to follow up with non-compliant individuals. However, there will be benefits and cost reductions if compliance improves through a credible enforcement approach. Cost reductions arise from fewer inspections and re-inspections if credible enforcement is in place, meaning the costs of non-compliance are internalised by non-compliant landowners. Additionally, if the public is aware that non-compliance has consequences, greater compliance can be achieved without the need for extensive reporting.

6.4.1 Recommendations to improve effectiveness

Strengthen oversight and compliance

- Target pests where ORC have invested significant time in monitoring and inspections, but public compliance remains low. This relates to old man's beard, rabbits, and bomarea.
- One reason for targeting these pests first is that improved enforcement of compliance would enhance the returns on ORC's monitoring activities. In the long term, this could free up resources currently used for inspections and monitoring of these plant and animal pests, allowing them to be reallocated more effectively. This approach is a key consideration for improving overall effectiveness, ensuring that ORC's actions lead to tangible pest management outcomes.
- We recommend that all non-compliant properties are re-inspected across pest species, which is currently not achieved. This is essential before issuing non-compliance notices and enforcement. In addition, increasing the number of first-time inspections is essential to identify new non-compliant properties requiring follow-up.
- Take enforcement action by implementing the formal enforcement rules within the current enforcement policy (i.e. default work and cost recovery). A potential strategy could involve adopting a local council's successful approach, where initial notice letters are sent alongside information on how to remove the pest. If the pest is not removed within three months, the council would proceed with the necessary actions (i.e. default work) and invoice the responsible party.
- Improve communication between community groups where significant pest management efforts have been made, but the lack of compliance of some actors impedes long-term sustainability of pest outcomes. This was evident in Moeraki, which several stakeholders highlighted as a success story for rabbit control. However, a small number of landowners did not comply with the measures implemented by the community group. Feedback indicated that these non-compliant properties are harbouring remaining rabbit populations, posing a threat to sustainable long-term outcomes.
- We recommend ORC make better use of existing data. ORC collects valuable information on compliance and non-compliance; however this data is not being effectively utilised if it does not inform enforcement decisions. Leveraging this data to drive and target enforcement efforts would enhance the effectiveness of compliance activities and the purpose of collecting the data.
- We recommend ORC make better use of existing biosecurity FTE. ORC have made significant investments in biosecurity. There is merit in switching to a stronger enforcement approach—we recommend that delivery leads and coordinators develop a consistent enforcement strategy based on our recommendations.

Foster stakeholder assurance

- ORC should focus on the communication of enhanced enforcement efforts to stakeholders to build trust and encourage broader compliance. This could, for example, be part of the annual biosecurity report and/or quarterly meetings with stakeholders and shared success stories.
- Highlight the long-term benefits of enacting ORC's compliance and enforcement policy for achieving regional pest management goals. This could be integrated in our suggested improved RPMP communication process.

6.4.2 Pest type focus

There is no specific pest focus, as compliance is a systematic challenge rather than a pest-specific challenge. However, in a first effort to target resources, enforcing compliance could focus on known pests where ORC is reasonably assured of the awareness of the public, and ORC holds data on compliance—i.e. legacy pests such as bomarea, rabbits or old man's beard, or on localised pest issues. This would partially keep with ORC's education first approach.

Further consideration could be given to prioritising areas with the highest biodiversity, economic, or cultural value, and focusing on specific pest issues in that area. This approach may offer the greatest return on investment. Once the communication of the pest plan has improved, a more general approach should be adopted.

6.5 Recommendation 3: Improve monitoring and surveillance of RPMP pests

Effective management of RPMP pests hinges on accurate monitoring and surveillance. Stakeholders and ORC staff have identified limitations (see below) in current pest monitoring practices, which hinder the ability to assess and track pest prevalence across Otago. This limits the effectiveness of pest management efforts.

Accurate and consistent data collection is important for identifying trends, targeting interventions, and measuring success. Strengthened monitoring efforts would have the potential to fill existing data gaps and support proactive pest management strategies, with the potential to reduce long-term costs and impacts of pests.

To date, ORC has undertaken limited surveillance activities, a concern raised by both ORC and stakeholders. Existing successful efforts have primarily focused on aerial surveillance for gorse and broom, as well as targeted surveillance of Russell lupin in selected areas around Queenstown district.

In response to these gaps, ORC has initiated more strategic planning with the development of its Monitoring and Surveillance Action Plans 2024-2025 (2024b). These plans prioritise the surveillance and monitoring of key pests, including rooks, spiny broom, African love grass, Nassella tussock, spartina, and gorse and broom.

Despite these positive steps, ORC has acknowledged capacity and capability limitations within its biosecurity team, particularly concerning the execution of surveillance activities. As we noted above (section 6.4), ORC have made material investments by nearly doubling the FTE involved in biosecurity

activities between April 2021 and October 2024. There is thus reason to consider that previously, resources are not most effectively used to target surveillance and monitoring. An attempt to rectify this through increased resourcing the introduction of two biosecurity specialist roles which hold expertise, and they have capacity to lead surveillance activities. For the first time, budget has been allocated for surveillance activities generally through the LTP 2024-2034. This will also support enabling this activity to occur.

Monitoring and surveillance are ranked as the third priority, following awareness and compliance. Strengthening monitoring efforts would enhance the ability to achieve targeted pest management objectives more effectively. However, the resource intensity is expected to be moderate, as effective monitoring requires staff capacity, capability, and financial investment to improve skills and utilise state-of-the-art monitoring and surveillance approaches (see below). This also involves further coordination of monitoring activities and, where necessary, addressing gaps in existing data through additional monitoring efforts.

Monitoring gaps and data deficiencies

Our data analysis (see Figure 26) indicates that ORC's monitoring efforts have largely concentrated on a small number of well-known pests, such as rabbits, old man's beard, and bomarea. As a result, there are notable data deficiencies for many other pests. This finding aligns with ORC's own concerns regarding the underperformance of monitoring activities.

Data deficiencies exist for several RPMP pests, for instance where we noted that the available data was inconclusive for assessing the status of species such as boneseed, bur daisy, cape ivy, perennial nettle, nodding thistle, and ragwort. Additionally, there are further data gaps for plant pests like Russell lupin and for those targeted under site-led programmes.

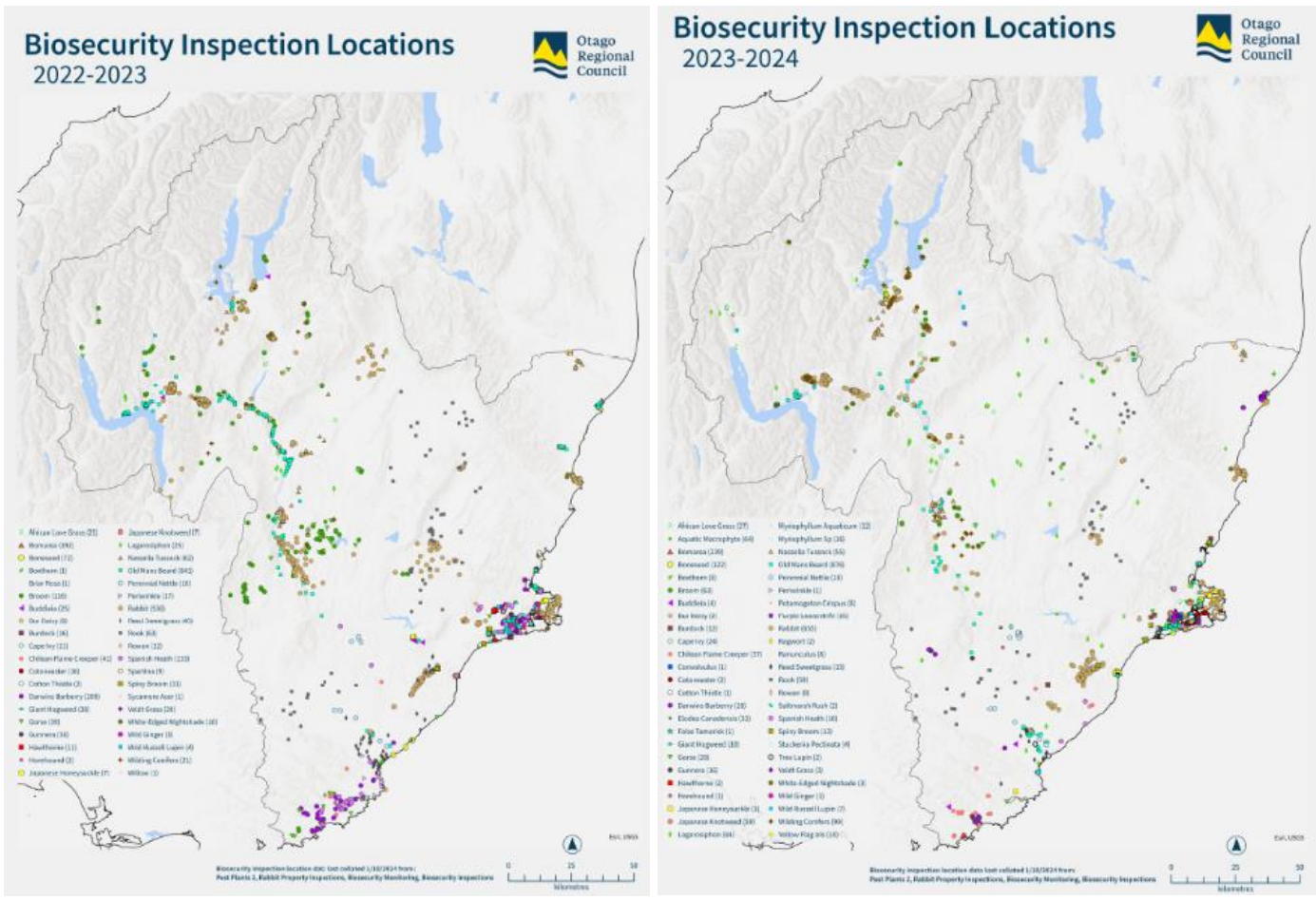
This lack of comprehensive data presents a significant challenge. As ORC has also highlighted, the absence of sufficient monitoring data undermines the ability to evaluate whether the RPMP's policies and strategies are appropriate and effective in addressing biosecurity threats. Without robust, reliable data, it becomes difficult to accurately assess the success of pest management efforts or make informed adjustments where necessary.

Assessment of ORC's RPMP biosecurity inspections

Stakeholders raised that ORC focus on a limited sub-set of species in their biosecurity inspections. We assess this claim below.

The maps below illustrate ORC's biosecurity monitoring and inspection activities over the past two financial years (2022/23 and 2023/24). Data from earlier years has been excluded to avoid issues with double counting. These maps also include organisms of interest not covered by the RPMP, although their recorded numbers are very few. A clear pattern emerges, showing a concentration of visits around roadside clusters, populated areas, and specific pest types. This may indicate a natural tendency to address easier and more accessible tasks first, and/or respond to queries and complaints by the public that are concentrated around these areas. The primary pests targeted are bomarea, old man's beard, and rabbits. Old man's beard and rabbits are legacy pests in Otago, which have been long established and funded to manage, but persist. The public is thus more likely aware of these pests than other pests of the RPMP.

Figure 25: ORC biosecurity inspections in 2022/23 and 2023/24



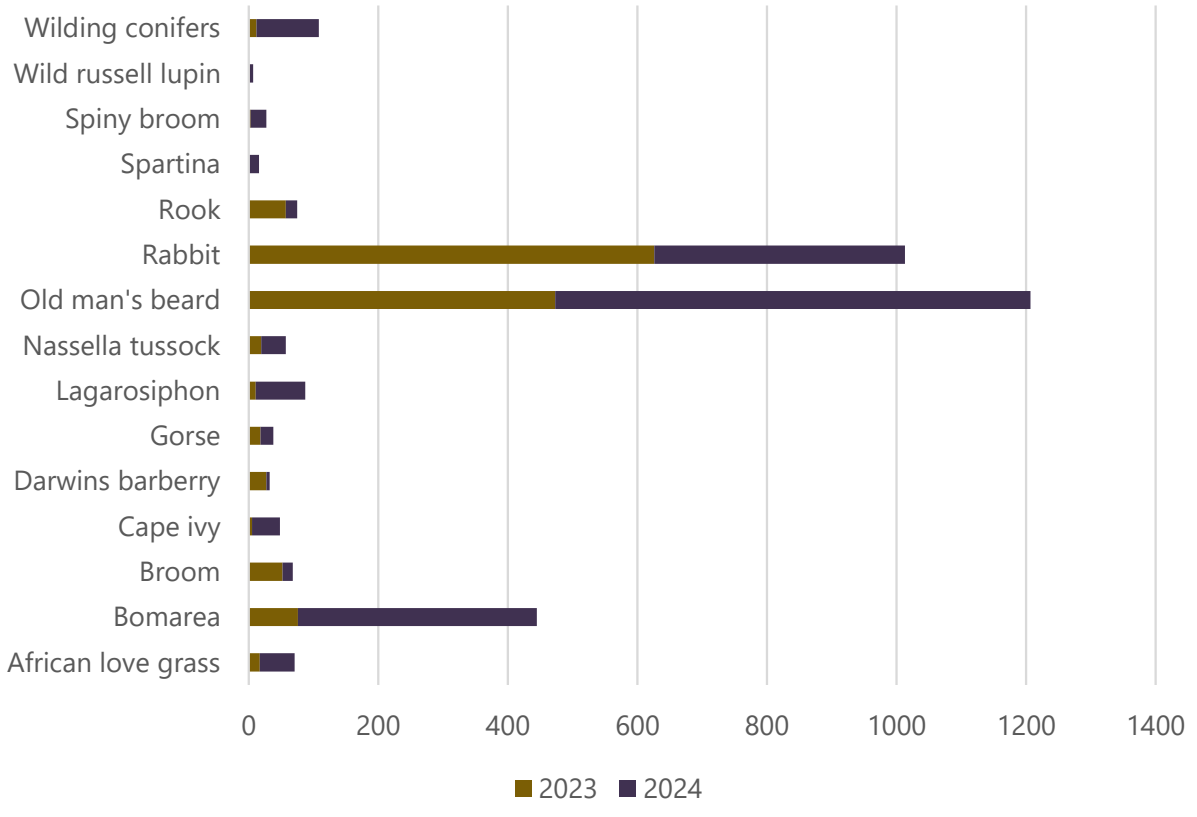
Source: Compiled and provided by ORC

Further analysis of monitoring and inspection data reveals that these three pests account for approximately 80 per cent of all activities conducted during the calendar years 2023 and 2024. It is important to note that data for 2024 only includes information up to October when data for the report was requested.

The findings indicate that ORC's monitoring approach follows what ORC refers to as a 'snowball' principle, prioritising efforts on expanding clusters of known pest activity. There is a notable focus on

a specific range of pests such as old man's beard, rabbits, bomarea, wilding pines or rooks. However, we note that this will not pose a challenge if those pests reflect actual priorities. These emerging findings can suggest an inefficient approach to pest monitoring, which is an important foundation of pest management and meeting the RPMP pest objectives. We provide monitoring-specific recommendation in the following section.

Figure 26: RPMP-pest related number of monitoring and inspections by ORC in 2023 and 2024



Source: Sapere calculations based on data received from ORC. 2024 data is limited until October, the time the data were requested by Sapere.

6.5.1 Recommendation to improve effectiveness

Filling data gaps

- Engage landowners, citizen science, and stakeholders in monitoring and surveillance efforts. Stakeholder consultations have highlighted that many groups are already monitoring specific pests across Otago. It would be beneficial for ORC to collaborate with them rather than operate independently following a citizen science data collection approach. Such efforts could focus on areas where monitoring would require significant upfront investments and running costs, but also where the most imminent gaps in pest data exist. For example, in the proposed ungulate management plan for the Marlborough Sounds, a network of informed and engaged citizens will be contacted on a regular basis to provide a structured evaluation of the success of the programme. This will be much more cost-effective than monitoring a network of trial plots. Evaluative approaches, which incorporate more subjective data, are also becoming more widely used in assessing effectiveness of environmental programmes in Australia.

- At the time of writing the report, Greater Wellington encourages public involvement in pest identification, focusing on specific pests where data is limited. They offer incentives, such as NZ$20 vouchers for regional plant nurseries, to individuals who successfully identify listed pests in areas previously unreported by the authority. DOC used a similar reward-based approach in conjunction with Nelson City and Tasman District Councils to incentivise citizen participation in their successful campaign to eradicate giant white butterfly (Phillips et al., 2020). ORC could consider similar approaches, focusing on citizen science and community empowerment.
- Understanding the scope, detail, and coverage of this data would be a valuable first step in achieving comprehensive monitoring while avoiding duplication of efforts.

Enhancing monitoring through outcome tracking

Currently, ORC's focus is primarily on activity and output-based KPIs, which measure the completion of tasks rather than the effectiveness of interventions. There is considerable merit in introducing outcome monitoring to complement existing KPIs.

Outcome monitoring involves tracking the effectiveness of pest control efforts by measuring changes in pest populations, such as:

- reduction in pest numbers
- prevention of pest spread.

Integrating outcome monitoring would establish a feedback loop for ORC, providing valuable insights into the success of different strategies and informing evidence-based decision-making.

For outcome tracking, ORC can build on their established data infrastructure, particularly using the ArcGIS mapping including the before-and-after tracking of RPMP pests and their infestation levels.

Investment and capacity building

To address current challenges, further investment in monitoring and surveillance technologies is recommended (also raised by stakeholders). Utilising tools such as:

- AI-enabled traps
- drones
- remote sensing.

These technologies would broaden the scope of ORC's surveillance efforts and enhance the biosecurity team's capabilities to carry out surveillance cost-effectively. Investing in AI and drone technology could provide a cost-effective long-term solution for monitoring large areas for various pests, like the approaches used by community groups on the Otago Peninsula.

Additionally, strengthening the role of biosecurity officers and providing them with adequate resources and training will be essential for improving surveillance and monitoring efforts, addressing the raised capacity and capability constraints by ORC.

6.5.2 Pest type focus

ORC requires support in prioritising pests for monitoring and surveillance within the plan due to limited resources and the sheer number of included pests. Ideally, economic frameworks such as cost-benefit assessments can help rank pests in order of best return on investment. However, such approaches rely on existing data on pests, associated costs, and the monetised benefits of interventions. Currently, this presents a chicken-and-egg challenge – effective prioritisation requires data, but gathering that data depends on having a prioritised monitoring approach.

- To address this challenge, one recommendation for ORC is focusing on identifying gaps in pest data coverage and areas where community engagement is lacking. These gaps can then guide the prioritisation of monitoring and surveillance efforts. Identified gaps exist for plant pests: boneseed, bur daisy, cape ivy, perennial nettle, nodding thistle, and ragwort, as well as for Russell lupin and site-led programme plant pests.
- There is a risk that significant areas and pests remain unidentified. To mitigate this, prioritisation can focus on areas with high biodiversity value and/or economic and cultural value, ensuring public support for pest management initiatives.
- Alternatively, a simplified approach could either prioritise pests in unidentified areas with biodiversity, cultural or economic value within the current RPMP that have the highest risk to spread fast if uncontrolled or focus on targeting pests for surveillance and monitoring efforts that are lower on the incursion curve. Early intervention in such cases would prevent pests from becoming established, leading to lower long-term management costs and a greater overall impact.

7. Recommendations for the next RPMP

We split our recommendations for the next iteration of the RPMP into pest specific and strategic programme recommendations. Recommendations were developed alongside feedback from stakeholder interviews, and from two stakeholder workshops focusing on recommendation development (see Appendix D for details).

7.1 Summary of key findings

Recommendations for the next RPMP

The next iteration of the RPMP should focus on revising rules for pests where there is evidence of opportunities to improve effectiveness (this relates to the good neighbour rule for wilding pines, rabbits, and gorse and broom). Further, it should expand to pests which are currently not included in either the RPMP (marine pests), or beyond site-led programmes (possums, goat, deer).

At the programme level, we believe that ORC can improve the effectiveness of the next RPMP by:

- improving coverage of data to improve RPMP effectiveness
- refining scope and extending the number of site-led programmes.

ORC may further consider a shift in pest management, which would require further testing. This could involve:

- an integrated pest management approach, leveraging existing catchment areas.

We note that this is not a role of the RPMP, rather, it would be a consideration at the policy and biosecurity strategy level. However, there is strong evidence from the stakeholder interviews that such an integrated pest management approach has potential to improve the effectiveness of future RPMPs.

Pest specific recommendations, including good neighbour rule recommendations

Wilding pines

- We recommend revising the good neighbour rule for wildings pines. Various stakeholders noted that the good neighbour rule is not sufficient, focusing only on 200m while pine seeds can travel up to 20km. Some stakeholders suggested increasing the good neighbour rule distance to two or three kilometres to make the rule more effective. We suggest ORC revisit this good neighbour rule, but also consider the practicability and enforceability of these suggestions.
- It was raised that wilding pine control, considering funding cuts to the national programme, may require raising rates to improve long-term control and enforcement of RPMP rules relating to wilding pines.

Wallabies and wilding pines

- Wilding pine and wallaby control under the RPMP goes hand in hand with the national wilding pine and wallaby programmes, and thus need sustainable funding. Funding cuts to

both will have negative consequences for the efforts undertaken in Otago, and by ORC. This is a very important external factor which is of major importance for the next RPMP, as well as ORC's ability to effectively deliver against future targets and sustain their current investments.

Rabbits

- Stakeholders raised that ORC may consider an adaptable approach, shifting from no service delivery at present, to providing at least control work in areas in Otago of known public under-compliance to rabbit rules and/or where rabbit numbers are historically high and hard to control.

Consideration could be given to modifying the good neighbour rule for rabbit control. Currently, the good neighbour rule mandates that occupiers, including public land, reduce rabbit infestations to level 3 on the MMS, or below if neighbouring occupiers have achieved the same level of infestation control.

To promote fairness, acknowledge investments made, and enhance effectiveness, a modified good neighbour rule could instead require occupiers to reduce rabbit populations to the same level as that achieved by the most successful neighbouring occupier, i.e. if the most successful neighbouring occupier reduces to level 2, the equivalent should be aimed for by the occupier. Further testing of this approach is recommended.

Gorse and broom

- Making better use of the good neighbour rule by expanding gorse and broom control from rural areas into residential areas. Stakeholders gave examples of known large blocks of land zoned as residential areas infested with gorse and broom and negatively effecting neighbouring areas.

General revision of good neighbour rules

Good neighbour rules would benefit from revision to improve equity and outcomes.

- Stakeholders have raised concerns that while private landowners made investments to control GNR pests, adjacent public land is not always compliant with GNR rules. This is partly due to ORC's limited ability to enforce GNR compliance on public land.

Consideration of new pest species

- The threat of maritime species to Otago was raised by stakeholders. Maritime pests are currently not included in the RPMP. Maritime pests included in Southland's RPMP which are known to pose a threat in Otago, such as undaria, Mediterranean fanworm, clubbed tunicate or Asian paddle crab could be considered.
- Other plant pest species were raised by stakeholders that could be given consideration. Box thorn and hornwort were specifically mentioned as an issue on the Otago Peninsula. Further, hogweed, briar rose thyme, buddleia and cotoneaster were also raised by stakeholders. We note that pest incursion levels vary by areas and geography. The extent of these pests across Otago would need to be assessed first.

- Animal pests such as feral pig, deer, feral cats, possum and feral goats, which are at present included as site-led programme pests, were raised by stakeholders as pests that should be moved to one of the four RPMP programmes, such as sustained control, instead of site-led programme as under the current RPMP. This is due to the increased prevalence of and damage caused by these pests across Otago.
- For possums, if considered for inclusion into one of the four pest programmes, stakeholders suggested following Waikato's example of including a good neighbour rule (Waikato Regional Council, 2024).[12]

7.1.1 Strategic recommendations and suggestion

We have identified the following two strategic recommendations and one suggestion for the future RPMP, in order of priority.

Recommendation

- Improving coverage of data to improve effectiveness.
- Refining scope and extending the number of site-led programmes.

Suggestion for consideration

- An integrated pest management approach, leveraging existing catchment areas.

Specific recommendations are listed in Table 24 below.

Table 24: Programme-level recommendations and suggestions for the next RPMP

Recommendation		**Suggestion**
Improving coverage of data to improve effectiveness	**Refining scope and extending the number of site-led programmes**	**Integrated pest management approach**
• Fund an additional full-time equivalent data science officer. • Leverage existing data from repositories, stakeholders, and neighbouring councils to develop a regional data dashboard. • Commission a predictive AI model that integrates data from various sources, updates the dashboard,	• Increase the number of site-led programmes across Otago, varying in size based on local needs and community buy-in. Identify sites not only by recognised biodiversity value but also through local preferences, for example local understanding of need, willingness to participate, or areas of cultural significance and taoka species. • Build on the success of site-led programmes where ORC has taken on a coordinating role.	• Identify value proposition to gauge catchment group/community interest. Decisions should be based on their capacity and willingness. *If the value proposition is clear/support exists, establish the approach:* • ORC would provide support and resourcing to catchment groups including community

[12] Occupiers within the Waikato region are required to control common brushtail possums to a 5 per cent Residual Trap Catch within 500m of land being managed for production and/or environmental purposes, where the adjacent or nearby occupier is taking reasonable measures to manage possums on the land they occupy.

Recommendation		Suggestion
Improving coverage of data to improve effectiveness	**Refining scope and extending the number of site-led programmes**	**Integrated pest management approach**
and identifies current and future pest trends. This model should provide real-time estimations of pest concerns, helping ORC and stakeholders to target and prioritise efforts effectively.	• Sustain funding and provide longer-term financial support for initiatives.	groups and groups of landowners. • ORC would ensure that RPMP objectives complement catchment group goals, particularly in biodiversity protection. This would also require formal consultation with the public for the next RPMP. • ORC would take a leadership and communication role and focus on emerging pests and enforcement.

7.2 Improving coverage of data to improve effectiveness

Limited access to pest data in Otago hampers effective pest management and targeted prioritisation. This challenge is faced nationwide, yet accessing appropriate data is crucial for understanding where to direct resources to maximise impact.

Stakeholders collect valuable data and are often willing to share it with ORC. Some already contribute to public data repositories such as iNaturalist, the Global Biodiversity Information Facility, or Report a Pest. Additional data sources, such as eDNA, could also provide critical insights.

Integrating this data with ORC records could create a centralised resource, benefiting both the ORC and stakeholders, with access managed to ensure data privacy.

Building on recent ORC investments, including ArcGIS integration and structured data collection under the RPMP, enhanced data sharing would facilitate more targeted pest control, improve monitoring and surveillance, and shift ORC's approach from reactive to proactive management. Furthermore, the establishment of pest baselines and long-term trends would allow more effective assessment of RPMP performance.

7.2.1 Recommendation for the effectiveness of the next RPMP

Developing common data-sharing mechanisms and data dashboards will require both time and financial investment. This proposal is positioned as a longer-term initiative with impacts on the future RPMP.

To effectively integrate existing data and develop predictive capabilities, we recommend the following:

- Funding an additional FTE data science officer to manage data sources and liaise with ORC's biosecurity team.

- Establishing existing data repositories and outlining how to integrate them with ORC's system and encourage stakeholders to upload and update to identified repositories (if they are not already doing so). This could be a conditionality where ORC provides funding to stakeholders for pest initiatives. Clearly set out the data requirements.
- Integrating data with neighbouring councils (e.g., Canterbury and Southland), and national sources. This would improve cross-border pest management and facilitate early identification of emerging pests. Both Environment Canterbury and Environment Southland have expressed interest in this collaborative approach.
- Implementing privacy measures using aggregated data, similar to techniques used in the Integrated Data Infrastructure (IDI), ensuring anonymity while maintaining analytical value. For example, coarse aggregation can be applied for large properties to address privacy concerns. Compliance data would remain excluded. Sufficient aggregation of a higher-spatial level should alleviate data privacy issues concerns, i.e. making data de-identifiable.
- Commission a predictive AI model that integrates data, independently updates data from new entries, and based on the data, assess current and future pest spread risks by geographic location. The purpose is to develop a regional dashboard that provides real-time estimations of pests of concern.
- The dashboard/repository would be informed by existing regional data dashboards like in Marlborough District Council (n.d.), which for example displays all pest plants that have been found through confirmed reports.

Further consideration could be given to:

- Design the regional dashboard to be accessible to all stakeholders, including private landowners, iwi, and community pest groups. Only if access is shared can the data remain up-to-date and relevant for pest management efforts and monitoring, otherwise the data would remain incomplete, and decisions would be based on incomplete information.

This investment is expected to generate significant cost-effective impacts in the longer term, by enabling more precise monitoring, quicker response times, and improved enforcement, and thus better pest outcomes in the future.

Enhanced data will also provide evidence to evaluate the effectiveness of current KPIs, contributing to the development of a real-time dashboard for adaptive management. ORC would be able to adjust policies and resource allocation based on real-time and predicted outcomes.

While this initiative has clear benefits, it would require substantial resourcing and strategic planning, likely spanning a five-year period. Implementation would ideally commence following the completion of ORC's IRIS commitments.

We roughly estimate that an additional FTE for a data officer with AI, machine learning and modelling skills could cost between $100,000 to $120,000 per annum. We estimate the cost for a predictive AI model in the range of $250.000 to $350.000 based on recent government proposals for large model developments. ORC would require ownership of and training on how to use this model independently.

7.3 Refining scope and extending the number of site-led programmes

Stakeholders have expressed that site-led programmes under the current RPMP are primarily focused around Dunedin, with limited representation across the wider Otago region (i.e. lagarosiphon). They highlighted the need for an increase in the number of site-led programmes to allow for more targeted, localised and effective responses to pest management.

Further, stakeholders raised that a 10-year period without the ability to enact changes is considered unsuitable in such a rapidly evolving field. It was noted that flexibility in adding new site-led programmes over the lifespan of an RPMP could be a suitable approach to stop localised pest incursions, leveraging on motivated communities to act.

Although formal inclusion of new site-led programmes in the current RPMP is limited under the Biosecurity Act 1993, regional councils can explore alternative mechanisms to support local pest control efforts during the plan's lifespan.

One such option is the use of small-scale management programmes (SSMPs) under section 100 of the Biosecurity Act 1993 (New Zealand Legislation, 2023). SSMPs allow councils to manage pests in defined areas where eradication or containment is still feasible. They can be implemented without public consultation and offer a legal, flexible tool to respond to emerging pest threats or community-led initiatives. ORC may consider establishing SSMPs in areas of ecological, cultural, or economic significance, particularly where there is community capacity and interest. We suggest making more use of this policy in a future RPMP to enact more progressive pest control over the RPMP's lifespan.

There are benefits of site-led and SSPM approaches

- Localised responses: programmes tailored to specific areas would enable prioritisation of pests based on local needs.
- Community engagement: local stakeholders could leverage their pest management capabilities, enhancing programme effectiveness.
- Emerging pest management: SSMPs would offer a flexible and responsive method to address new and emerging pests in local areas.
- Coordination and support: building on success from existing site-led programmes. Where ORC has provided coordination, stakeholders reported greater success in pest management outcomes together.

Embedding of SSMP consideration in the next RPMP document:

- Mention SSMPs explicitly in the RPMP as a tool for localised, responsive management.
- Establish criteria in the RPMP for when an SSMP might be used (e.g. early incursion, site of ecological significance, community readiness).

Looking across the border: Canterbury's approach to site-led RPMP

Environment Canterbury's RPMP includes approximately 28 site-led programmes (Canterbury Regional Council, 2018). Environment Canterbury adopts in their RPMP a flexible approach to adding new site-led programmes if required. There is an expectation in their RPMP that additional sites may

be developed beyond the commencement of the RPMP.[13] This model enables adaptation to emerging pest threats without the need for a full RPMP review.

Sites are identified based on two primary criteria, giving a degree of flexibility:

- Recognised values: sites are identified at district, local, or individual levels as holding value or importance (e.g. significant environmental or cultural value).
- Community-led initiatives: community groups or individuals can propose sites for inclusion, reflecting local priorities and concerns.

Environment Canterbury's approach ensures pest management regimes are tailored to specific site needs. Programmes can cover small areas within a single property or span multiple properties with shared pest challenges.

7.3.1 Recommendation for the effectiveness of the next RPMP

- Increase site-led programmes: ORC should consider expanding the number of site-led programmes to address regional pest management gaps. Expansion could follow Canterbury's approach of including sites of various size, depending on local priorities/buy-in, cultural values and places of relevance for local iwi, or the status quo of highest biodiversity value.
- Streamline the process: following Canterbury's model, ORC could implement a process for adding new programmes without requiring a full consultation, provided the impact on individuals' rights and obligations is deemed minor. These programmes could be implemented as SSPMs which do not require consultations. This approach permits early intervention while building on community capabilities and capacities.
- Long-term funding: funding support from ORC for targeted initiatives such as on the Otago Peninsula for possum control showed success. Building on this success, ORC needs to sustain funding and provide longer-term financial support for initiatives, especially longer-term (e.g. three to five year) funding support for local site-led programmes which can lead to effective and sustainable outcomes.
- Strengthen coordination: ORC should take a leading role in coordinating site-led programmes, ensuring stakeholders have the necessary support and resources.

7.4 Suggestion: Integrated approach to pest management

An integrated pest management approach could address key challenges in the current RPMP by improving community engagement, enhancing pest data use, and better prioritising management and surveillance efforts. While integrated pest management is strategic and policy-driven rather than a core RPMP function, its adoption could improve the effectiveness of future RPMPs.

[13] Environment Canterbury states in their RPMP document that additional site-led programmes may require regulation to guard objectives, for which a plan review may be required. However, the extent of consultation that is required depends on the scope of the site-led programme, especially the scale of impact or the number of persons affected.

Stakeholder interviews and case studies highlight the fragmented nature of current pest management, with inefficiencies, data gaps, and local challenges not systematically addressed. Different rohe face unique pest pressures, but responses are limited to a few site-led programmes.

ORC's existing investment in Integrated Catchment Management Groups across the region (see Figure 27) offers a strong foundation for applying a catchment-based integrated pest management strategy. This would promote coordinated action, empower communities, and align pest control with ecological boundaries.

Suggested action: implement a catchment-based integrated pest management approach

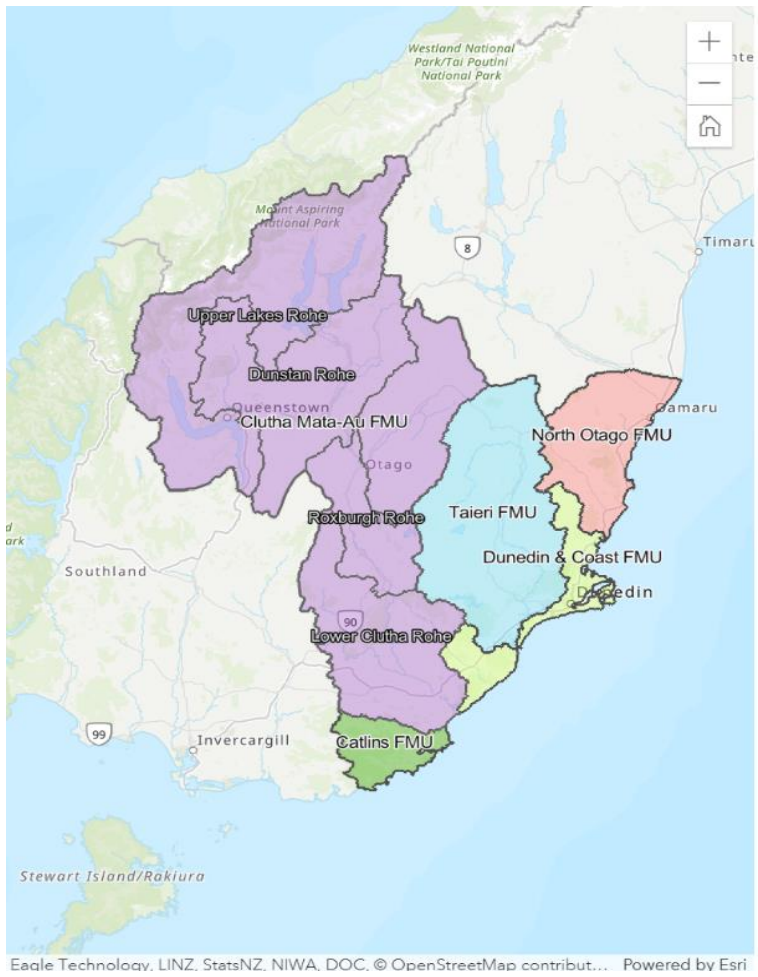
This approach could enhance collaboration, align with local goals, and support long-term pest control. We recommend ORC test this strategy with stakeholders (e.g. catchment groups and the community) and pilot it in a more advanced catchment group, such as the Catlins. Key elements should include:

- clear value proposition: show how pest control supports catchment group goals (e.g. water quality, biodiversity). Participation should be voluntary and based on local interest and capacity.
- goal alignment: ensure RPMP objectives align with catchment goals. Identify priority pests locally, using existing monitoring data. Alignment would require consultation with the public/catchment groups as part of planning the next RPMP.

ORC's role in the integrated pest management approach

- Leadership: strengthen communication and facilitate broader stakeholder involvement.
- Support: provide technical advice and funding to avoid overburdening groups.
- Emerging pests: focus efforts on early-stage incursions, compliance, and enforcement. Catchment groups would focus on the management of prioritised local pest issues.

Figure 27: Catchment areas in Otago region



Source: Otago Regional Council (2024c)

References

Bay of Plenty Regional Council. (2024). *Bay of Plenty Regional Pest Management Plan 2020—2030: Operational Plan Annual Report 2023/2024*. https://atlas.boprc.govt.nz/api/v1/edms/document/A4780471/content

BioLink Consulting. (2024a). *Monitoring and Surveillance of Six Pests and Biocontrol Agents in Otago—Action Plans 2024-25*. Otago Regional Council.

BioLink Consulting. (2024b). *Monitoring and Surveillance of Six Pests and Biocontrol Agents in Otago—Guidance Document*. Otago Regional Council.

Bowman, R. (2024, March 1). No better time to tackle pine patrol. *Otago Daily Times*. https://www.odt.co.nz/opinion/no-better-time-tackle-pine-patrol

Canterbury Regional Council. (2018). *Canterbury Regional Pest Management Plan 2018—2038*. Environment Canterbury. https://www.ecan.govt.nz/your-region/plans-strategies-and-bylaws/canterbury-regional-pest-management-plan/pest-management-plan/

Canterbury Regional Council. (2024). *Biosecurity Activities 2023-2024—Report on the 2023-2024 Operational Plan*. Canterbury Regional Council.

Environmental Implementation Committee. (2024). *Environmental Implementation Committee—9.5. Wallaby Programme Update and Recommendations* (OPS2260; Governance Report). Otago Regional Council.

Federal Committee on Statistical Methodology. (2020). *A Framework for Data Quality*. https://nces.ed.gov/fcsm/pdf/FCSM.20.04_A_Framework_for_Data_Quality.pdf

Marlborough District Council. (n.d.). *Biosecurity Pest Plants*. Retrieved 13 February 2025, from https://marlborough.maps.arcgis.com/apps/MapSeries/index.html?appid=bcf43a62f5944909bfeef264d26c1621

Ministry for Primary Industries. (2014). *The right tree in the right place: New Zelaand wilding conifer management strategy 2015—2030*. https://www.mpi.govt.nz/dmsdocument/51013-The-wilding-conifer-management-strategy-20152030

New Zealand Legislation. (2023). *Biosecurity Act 1993 No 95 (as at 23 December 2023), Public Act Contents*. https://www.legislation.govt.nz/act/public/1993/0095/latest/DLM314623.html

Otago Regional Council. (2009). *Pest Management Strategy for Otago 2009*. https://www.orc.govt.nz/media/3995/pest-management-plan-for-otago-2009.pdf

Otago Regional Council. (2019a). *Otago Regional Pest Management Plan 2019—2029*. https://www.orc.govt.nz/media/7310/item-101-regional-pest-mgt-plan-appendices.pdf

Otago Regional Council. (2019b, September 25). *Council Meeting Public Agenda—Wednesday 25 September 2019*. https://www.orc.govt.nz/media/7307/council-meeting-agenda-final-20190925.pdf

Otago Regional Council. (2020). *Biosecurity Operational Plan 2020-2021*. https://www.orc.govt.nz/media/8806/otago-rpmp-operational-plan-final-29-april-2020-final.pdf

Otago Regional Council. (2022). *Biosecurity Operational Plan 2022-2023*. Otago Regional Council. https://www.orc.govt.nz/media/12760/biosecurity-operational-plan-2022-23.pdf

Otago Regional Council. (2023a). *Biosecurity Operational Plan 2023-2024*. Otago Regional Council. https://www.orc.govt.nz/media/15372/biosecurity-operational-plan-2023-2024.pdf

Otago Regional Council. (2023b). *Notices of Direction—Council paper 2022/23*.

Otago Regional Council. (2023c). *Notices of Direction—Council paper 2023/24*.

Otago Regional Council. (2024a). *Biosecurity Operational Plan 2024-2025*. https://www.orc.govt.nz/media/hltlomaa/biosecurity-operational-plan-2024-2025-approved.pdf

Otago Regional Council. (2024b). *Current Organisation Chart—Environmental Implementation Team*.

Otago Regional Council. (2024c, February 5). *Undercover wallaby operation might be a game changer—Media Release*. https://www.orc.govt.nz/your-council/latest-news/news/2024/february/first-spy-wallaby-hunt-successful-orc/

Otago Regional Council. (2024d, October 21). *Find your freshwater area*. https://www.orc.govt.nz/your-council/plans-and-strategies/land-and-water-regional-plan/find-your-freshwater-area/

Otago Regional Council. (2025, February 12). *Wilding conifers*. https://www.orc.govt.nz/environment/biosecurity-and-pests/plant-pests/wilding-conifers/

Otago Regional Council & Andrea Howard. (2021). *A Reorganisation of the Biosecurity and Rural Liaison Team—Decision Document*. Otago Regional Council.

Phillips, C. B., Brown, K., Green, C., Toft, R., Walker, G., & Broome, K. (2020). Eradicating the large white butterfly from New Zealand eliminates a threat to endemic Brassicaceae. *PLoS ONE*, *15*(8), e0236791. https://doi.org/10.1371/journal.pone.0236791

Victorian Government. (2024, September 4). *Regulatory priorities 2024–2025*. https://www.vic.gov.au/regulatory-priorities-2024-2025

Waikato Regional Council. (2024). *Possum Fact Sheet RPMP*. https://www.waikatoregion.govt.nz/assets/WRC/RPMP/Possums-factsheet.pdf

Appendix A Documents received/reviewed

In alphabetical order, listed are documents and data received from ORC and reviewed for the assessment of the effectiveness of the RPMP.

Table 25: Documents and data received from ORC

Documents and data received from ORC
• *2020-21 Biosecurity Operational Plan Annual Report* • *2020-21 Otago RPMP Operational Plan FINAL* • *2020.10.14 Biosecurity and Rural Liaison Committee Report* • *2021 Biosecurity Compliance Policy Initial* • *2021-22 Biosecurity Operational Plan Annual Report* • *2021-22 Biosecurity Operational Plan version 2* • *2021-22 Council Paper for Biosecurity Operational Plan* • *2021.03.10 Biosecurity and Rural Liaison Committee Report* • *2021.09.08 Environmental Implementation Committee Report* • *2021.12.08 Environmental Implementation Committee Report* • *2022-23 Biosecurity Operational Plan Annual Report* • *2022-23 Biosecurity Operational Plan version 1* • *2022-23 Council Paper for Biosecurity Operational Plan* • *2022.03.09 Environmental Implementation Committee Report* • *2022.06.09 Environmental Implementation Committee Report* • *2022.09.15 Environmental Implementation Committee Report* • *2023-24 Biosecurity Operational Plan Annual Report* • *2023-24 Biosecurity Operational Plan approved* • *2023-24 Council Paper for Biosecurity Operational Plan* • *2023.02.02 Environmental Implementation Committee Report* • *2023.05.11 Environmental Implementation Committee Report RWCS logic* • *2023.11.08 Environmental Implementation Committee Report (Wilding Conifers)* • *2024-25 Biosecurity Operational Plan approved* • *2024-25 Council Paper for Biosecurity Operational Plan* • *2024.02.08 Environmental Implementation Committee Report (Site-led)* • *2024.05.08 Environmental Implementation Committee Report (Wallabies)* • *2024 Biosecurity Compliance Policy Revised* • *Before and After Inspections* • *Biosecurity End-2-End Process (July 2024)_Working RER* • *Biosecurity Actuals and Budget for RPMP Review* • *BOP KPIs 2021-22 Tracking-RER* • *BOP KPIs 2022-23 Tracking-RER*

- *BOP KPIs 2023-24 Tracking-RER*
- *Current Org Chart Environmental Implementation_1 Oct 2024*
- *Decision for Change Environmental Implementation_6 June 2021*
- *Long-term-plan-2021-2031-consultation-document*
- *Long-term-plan-2024-34-deloitte-25-july-rdc-1*
- *Locations_Inspections_Composite_RPMP_Review_ByYear*
- *Locations_Inspections_Composite_RPMP_Review_ByYear*
- *Monitoring and Surveillance Action Plans 2024-25 – FINAL*
- *Monitoring and Surveillance Guidance Document – FINAL*
- *ORC Biosecurity Compliance and Enforcement Policy 2.0_Final*
- *ORC Long Term Plan 2018-2028*
- *orc-regional-pest-management-plan-2019-29_final_corrected-21*
- *Proposal for Change_Biosecurity and Rural Liaison_20 April 2021*
- *Recommendation Criteria Table-Officer Guide (July 2024)_RER*
- *Recommendation Guide_Letters Use_RER*
- *Spartina Example*
- *Spiny Broom Report (2021-22)*
- *State of Pest Management in Otago 2023*
- *Wallabies_RPMPReview_ControlOperations*
- *WildingConifers_RPMPReview_ControlOperations*

Appendix B List of RPMP pest species

The Otago Pest Management Plan identified 51 species to be managed by land occupiers. These species are (note Bennett's Wallaby is counted twice as per the Otago Pest Management Plan document which states the below 51 pest species):

1. African feather grass
2. African love grass
3. Banana passionfruit
4. Bennett's wallaby
5. Bennett's wallaby (site-led animals)
6. Bishop pine
7. Bomarea
8. Boneseed
9. Broom
10. Bur daisy
11. Cape ivy
12. Chilean flame creeper
13. Chilean needle grass
14. Contorta (lodgepole) pine
15. Corsican pine
16. Darwin's barberry
17. Douglas fir
18. Egeria
19. European larch
20. False tamarisk
21. Feral cat
22. Feral deer
23. Feral goat
24. Feral pig
25. Feral rabbits
26. Gorse
27. Gunnera
28. Hedgehog
29. Hornwort
30. Lagarosiphon
31. Maritime pine
32. Moth plant
33. Mountain pine and dwarf mountain pine
34. Mustelids
35. Nassella tussock
36. Nodding thistle
37. Old man's beard
38. Perennial nettle
39. Ponderosa pine
40. Possum
41. Radiata pine
42. Ragwort
43. Rats
44. Rooks
45. Russell lupin
46. Scots pine
47. Spartina
48. Spiny broom
49. Sycamore
50. Tradescantia
51. White-edged nightshade

Appendix C Data assessment

We apply the framework of the U.S. Federal Committee on Statistical Methodology (2020) to evaluate whether the data collected and provided to us by ORC meets the quality standards necessary for analysing RPMP outcomes.

The RPMP outcomes are defined in our logic model as compliance with regulations and pest management results. The data included is:

- pest monitoring and inspection data received from ORC spanning the RPMP period from inception until October 2024
- compliance data extracted from received ORC annual biosecurity operational plans from 20/21 until 23/24
- limited before-and-after inspection data on pest compliance and infestation levels (predominantly old man's beard and rabbits) spanning November 2022 to September 2024.

Our data assessment is tailored to our specific user needs, i.e. analysing the programme outcomes, and spans the period from the RPMP's inception in 2019 to the present.

The framework consists of three domains: utility, objectivity, and integrity. *Utility* relates to the data's relevance and usefulness for our analysis. *Objectivity* considers whether the data is accurate, reliable, and free from bias. *Integrity* concerns data protection against manipulation and unauthorised access, however, this domain is not pertinent to our work and will not be assessed.

For our purposes, we evaluate utility and objectivity through their specific dimensions. The dimensions of utility include relevance, accessibility, timeliness, and granularity.[14] For objectivity, we assess data accuracy, reliability, and coherence. The assessment is qualitative, deliberately avoiding any ranking, scoring, or weighting of domains and dimensions. While the framework uses a binary assessment, i.e. a dimension is met or not, we adapt the scoring to reflect partial achievement where applicable to reflect improvement made over time but also the complexity of collecting pest data (e.g. changes in data collection methods by ORC were made over the course of the RPMP, to shift from not achieved to achieved or where for some pests the assessment works whereas not for others).

Table 26 provides an overview of this adapted framework, including each domain, its dimensions, and their definitions as relevant to our analysis.

Table 26: Data quality framework

Domain	Dimension	Definition
Utility	Relevance	The data is pertinent to our assessment of pest management outcomes
	Accessibility	The data is provided in a clear, understandable format

[14] We exclude the dimension of *punctuality* from the utility domain, as it pertains to the time lag between the planned and actual release of data, which is not relevant to our assessment.

	Timeliness	The lag between events (e.g., monitoring visits) and data availability
	Granularity	The level of data disaggregation, such as by time period and geographic area
Objectivity	Accuracy and reliability	The degree to which data closely represents its true values and the consistency of data results over time
	Coherence	The ability of the data to adhere to consistent definitions and standards

The data assessment (Table 27) reveals limitations in understanding the current state of RPMP pests in Otago or evaluating compliance. While the data meets criteria for granularity, timeliness, and accessibility, it can be improved in terms of relevance, accuracy, reliability, and coherence. Monitoring data is insufficient to assess pest incidence or prevalence comprehensively. However, ORC's recent mapping efforts are a positive development, and this should be supported as it will contribute to a better understanding of pest prevalence and trends

As a result, counterfactual analysis and future projections are not feasible. For our analysis presented in chapter 5, we draw on supplementary data from iNaturalist for pest prevalence analysis, which offers some insights into pest prevalence in Otago before and after the inception of the current RPMP but is subject to selective reporting. We will use the provided ORC compliance data with the caveat of being limited in scope.

It is important to note that despite the limitations of the data, for the purpose of our analysis, ORC have made significant improvements in capturing data over the course of the RPMP. We highlight those improvements below:

Otago Regional Council is working on improving how they collect data

ORC has made significant progress in improving data collection throughout the RPMP. These advancements have been particularly evident since November 2022, when ORC adopted a more structured approach to data collection. The following notable key improvements have been implemented by ORC since the RPMP inception:

- **Systematic mapping using ArcGIS** to enhance data accessibility and provide valuable insights into the spatial distribution and focus of pest control efforts.
- Changes since November 2022 for all RPMP pests:
    - **Systematic definition of inspection/monitoring visits** to prevent inconsistency in data collection.
    - **Identification and documentation of pest presence and infestation levels**, which is crucial for future pest management evaluations, permitting before-and-after inspection assessments and baseline assessments, the identification of prevalence of pests at visits, and the degree of pest infestation before and after visits.

Building on these positive developments is essential to further strengthen ORC's pest monitoring and management. We recommend the following improvements:

- **Refine the assessment of pest plants and the definition of infestation density.** There is currently some uncertainty regarding how plant pest infestation levels are scored, which could create challenges when collecting such data among ORC staff, legally enforcing rules or setting KPIs for pest-specific compliance targets.
- **Establish a standardised scoring system and provide regular staff training** to ensure consistent pest assessments. This would help minimise bias in scoring and align staff evaluations with a common framework. Furthermore, this would provide a transparent approach for all stakeholders involved, i.e. those responsible for managing the pests who require an understanding of the infestation levels.

Table 27: Data quality framework: assessment

Domain	Dimension	Assessment
Utility	Relevance	**Data relevance for our analysis is partially achieved** Two key data types are essential for our analysis: 1. Pest prevalence and changes in incidence across Otago. 2. Public compliance with RPMP regulations. At baseline of the RPMP and until 2021 monitoring and inspection data neither indicate pest presence nor their absence. Since 2021 pest presence and grading are present in GIS database. While pre 2021 data would not fulfil the relevance criteria for prevalence, post and current data do so. Monitoring visits and inspections, and accordingly compliance reporting, follow a hotspot and snowball approach, focusing on areas with prior reports or specific pests that were already included in past RPMP iterations with existing public awareness (e.g. old man's beard, gorse, broom, and rabbits). This method restricts data coverage to certain areas and a limited subset of pests. We suggest in our report to consider supplementing ORC data with citizen science and from available data repositories such as iNaturalist. Advances over the course of the current RPMP in how ORC collect data are clear, for example GIS mapping of pests and building a before-and-after assessment based on the plant or rabbit infestation level. While these advances are important and supportive for the effectiveness of the RPMP, the number of before/after comparisons for pests other than rabbits is limited so confidence in any change is likely to be low. As such it remains a challenge to identify the with certainty the degree of infestation levels for other RPMP pests and public compliance to rules other than rabbit infestations.
	Accessibility	**Accessibility of data is achieved** • ORC provided the data in an easy-to use format for our assessment.

		• ORC further provided metadata and explanations alongside the data sources which facilitated use of the data.
	Timeliness	**Timeliness of data is achieved** • Coverage of data points is complete from 2019 until most recent data in October 2024. Most recent refers to most recently seen by Sapere but data capture and management continues to the present
	Granularity	**Granularity of data is achieved** • Data has high granularity, up to seconds in time units. • Data has specific geospatial identification enabling detailed geospatial mapping of the observation.
Objectivity	Accuracy and reliability	**Data accuracy and reliability is partially achieved** During the first two years of the RPMP, data accuracy and reliability was limited by different approaches to counting inspections visits, making it difficult to establish the actual number of inspections, and compliance levels. However, since then, ORC has made significant improvements in data collection, leading to greater accuracy and reliability. It is essential that these improvements continue to be built upon. While the initial period faced challenges, including variations in data collection methods and differently counting observations, ORC has since introduced clearer definitions and standardised processes. Inspections are now distinct from monitoring activities, with inspections leading to compliance outcomes, whereas monitoring records pest presence or absence. Current data systems, including GIS dashboards, provide accurate information on the number of monitoring visits, inspections, and their compliance status. Due to the focus on specific pest types in inspections, there is limited reliable and accurate data available beyond those pests; for compliance, only rabbit data are reliable in terms of confidence in interpreting before and after data. Further efforts should focus on ensuring biosecurity officers apply the pest infestation scale consistently. While the introduction of a subjective pest infestation scale beyond the MMS scale used for rabbits is a positive development, variability in application remains a concern. To mitigate this, regular training sessions should be implemented to enhance officers' understanding and application of the scale. Additionally, the MMS scale for rabbits, although subjective, has established literature and guidelines, providing a solid foundation for consistency. Due to the focus of specific pest types in inspection, there is limited reliable and accurate data available beyond those pests; for compliance, only rabbit data are reliable in terms of confidence of interpretating before and after data.
	Coherence	**Data coherence is partially achieved**

		Data coherence has improved over time. Initially, there were challenges with shifting definitions, particularly in measuring pest prevalence. Early data collection relied on a binary presence/absence measure, which determined compliance as non-compliant if pests were present. Subsequently, a subjective plant and pest infestation scale was introduced to provide more detailed assessments. This scale introduced variability in application, ORC uses the MMS scale for rabbits which has a well-established body of literature and guidelines, allowing it to be treated as quasi-objective.

Appendix D Stakeholder and ORC engagement

In collaboration with ORC, we identified a representative sample of public, private, iwi, NGO, and community groups essential to understanding the effectiveness of the RPMP across all five programme streams. We developed interview questions tailored to the different stakeholder groups. The questions were reviewed and approved by ORC.

We conducted 20 interviews with stakeholders from the public and private sector, iwi, and NGOs. The interviews aimed to highlight what is working well, identify areas for improvement, and explore key factors.

We further conducted two 90min long online workshops with stakeholders to discuss recommendations to enhance the current RPMP. We present a list of these stakeholder in this appendix.

We conducted narrative analysis aligned with the three core research questions (effectiveness, opportunities to improve effectiveness, considerations for the next RPMP iteration) and the evaluation questions. Our findings fed into the effectiveness assessment in chapter 5. We further conducted an evaluation question-specific analysis of which findings are presented in this appendix.

We provide below a list of stakeholders engaged in the interview process, as well as the interview questions.

Table 28: List of engaged stakeholders

Group	Stakeholder	Comments
Public sector land occupiers	• District councils • NZTA • Kiwirail • MPI • LINZ • DOC • ORC • Environment Canterbury and Environment Southland	All were interviewed
Private sector land occupiers	• Beef and lamb • Ernslaw One	HortNZ missed the interview and provided us with a written response to the questions
NGOs	• Forest and Bird • OSPRI • Whakatipu Wilding Control Group • Southern Lakes Sanctuary • Otago Peninsula Biodiversity Trust • Predator Free Dunedin and SWAT • Rabbit Group Moeraki	Two other rabbit-focused community groups were not available for interviews; however, we felt that we had sufficiently captured related

	• Catlins Integrated Catchment Group	information in other interviews.
Iwi	• Aukaha/mana whenua	Provided a coordinated response from rūnaka members
ORC councillors	• Two councillors	Interviewed together

Table 29: Interview questions set one

Set one: Questions for public/private sector occupiers, NGOs / community groups, and Iwi

General questions **(All stakeholders apart from ORC staff)**	**Involvement in pest management** 1. Could you describe your involvement in pest management in Otago? *Probe below if not answered in response:* • Which pest species are you primarily focused on? • What is your overall view of the pest situation in Otago? What pests are getting better and what are getting worse? **Impact of the RPMP** 2. Are you aware of the RPMP and how do you use it? *Probe below if not answered in response:* • How has the Regional Pest Management Plan (RPMP) influenced pest management activities in your experience? • In what ways, if any, have your responsibilities changed since the introduction of the RPMP? • How would you characterise the collaboration with other stakeholders in relation to the RPMP? **Contribution and outcomes of the RPMP** 3. Could you share any notable outcomes related to pest management that you believe may be connected to the RPMP? *Probe: these can be failure or success* *Probe below if not answered in response:* • What are your thoughts on the overall effectiveness of the RPMP in meetings its objectives? • How would you describe public awareness and engagement in pest management since the RPMP's implementation? • Have you noticed any changes in actions or compliance related to pest management rules? If so, could you elaborate? • How has the RPMP contributed to knowledge sharing and best practices in pest management? **Challenges and improvements**

	4. What aspects of the RPMP implementation process have been particularly effective in your experience? 5. What challenges, if any, have you encountered while working within the RPMP framework? *Probe below if not answered in response:* • In your opinion, how might the RPMP be enhanced to support pest management efforts? **Future considerations** 5. What lessons from the current RPMP could inform the development of the future RPMP?
Additional questions for: **Public sector land occupiers**	**RPMP impact and integration** 1. How has the RPMP influenced pest management strategies in your field of work? 2. Could you describe how you approach balancing RPMP requirements with other land management priorities? **Support and resources** 3. How would you assess the availability of resources and support for implementing the RPMP? **Integration and collaboration** 3. How well does the RPMP integrate with other regional pest management programmes and biosecurity strategies? 4. How has the RPMP impacted cross-boundary pest management efforts with neighbouring regions?
Additional questions for: **Private sector land occupiers**	**RPMP impact on practices** 1. How has the RPMP affected your land management practices? 2. What has been your experience with adhering to RPMP requirements? *Probe below if not answered in response:* • What barriers and facilitators have you encountered? 3. In what ways, if any, has the RPMP affected costs or productivity in your work? **Support needs** 4. What additional support would help you meet RPMP obligations?
Additional questions for:	**Cultural alignment and practices**

Iwi	1. How has the RPMP affected the management of culturally significant species or areas? **Inclusion and collaboration** 2. In your view, how does the RPMP incorporate and account for Mātauranga Māori? *Probe below if not answered in response:* • In what ways could the RPMP better incorporate Mātauranga Māori? 3. Should, and if, so how can the RPMP process be more inclusive of Iwi interests?
Additional questions for: **NGOs and community groups**	**Organisational impact** 1. How has the RPMP affected your organization's pest management initiatives? *Probe below if not answered in response:* • What opportunities has the RPMP created for community involvement? • How has the RPMP impacted funding or resources for your pest management projects? Better or worse? 2. What changes in support from ORC would enhance your pest management efforts? **Inclusion and collaboration – as for iwi** 3. In your view, how does the RPMP incorporate and account for Mātauranga Māori? *Probe below if not answered in response:* • In what ways could the RPMP better incorporate Mātauranga Māori? 4. Should, and if, so how can the RPMP process be more inclusive of Iwi interests?

Table 30: Interview questions set two

Set two: Questions for ORC Staff	
	RPMP implementation and oversight 1. Could you describe your role in relation to the Regional Pest Management Plan (RPMP) implementation? 2. In your own words, how would you characterise the evolution of RPMP implementation since its introduction? **Stakeholder engagement** 3. In what ways, if any, has the RPMP influenced ORC's engagement strategies and activities? *Probe below if not answered in response:*

- How has stakeholder engagement evolved since the RPMP's introduction?
- What are your thoughts on the RPMP's effectiveness in communicating rules and responsibilities to occupiers and landowners?

Coordination and collaboration

4. How well does the RPMP integrate with other regional pest management programmes and biosecurity strategies?

Probe below if not answered in response:

- How has the RPMP impacted cross-boundary pest management efforts with neighbouring regions?
- How has coordination between ORC and other regional councils or national bodies evolved since the RPMP's introduction?

Monitoring and surveillance

5. How would you describe the current pest surveillance and monitoring strategies implemented under the RPMP?

Probe below if not answered in response:

- How does ORC prioritise areas or species for surveillance efforts?
- How effective have the inspection, monitoring, and surveillance activities been in ensuring compliance with RPMP rules?
- What challenges, if any, has ORC faced in conducting comprehensive pest surveillance across the region?
- What improvements, if any, do you think could be made to enhance the effectiveness of ORC's pest monitoring and surveillance programmes?

Enforcement and compliance

6. How would you describe the impact of the RPMP on ORC's enforcement strategies and activities?

Probe below if not answered in response:

- What has been your experience with ensuring compliance across different stakeholder groups?
- In your view, how has the RPMP influenced pest management compliance and action requirements?

Resources, capacity, and capability

7. In your view, does ORC have sufficient resources, capabilities, and capacities to effectively deliver the objectives of the RPMP, and if not, what specific areas require improvement?

Probe below if not answered in response:

- Can you assess the capability and capacity of the ORC to effectively deliver the RPMP?

- How would you evaluate the level and quality of training and support provided to ORC staff for RPMP enforcement?
- What are your views on the adequacy and efficiency of resource allocation for RPMP implementation?
- Have there been any challenges or successes in aligning resource allocation with RPMP objectives?

Adaptive management

8. How does ORC approach the incorporation of new scientific information or emerging pest threats into the RPMP framework?

Effectiveness of the RPMP

9. What are your thoughts on the RPMP's progress towards achieving its pest objectives by 2029?

Probe below if not answered in response:

- In your opinion, what factors have contributed to the RPMP's impact on pest management objectives? (this may be both strengths and weaknesses)

Future planning

10. Based on your experience, what considerations do you think might be important for the next iteration of the RPMP?

We provide in Table 31 below a list of the stakeholders that were present in our two 90-minute online workshops. We note that invited more stakeholders than those that participated in the workshops. The workshops tested our recommendations with the stakeholders on their relevance, completeness, feasibility to implement, and any additional insights stakeholders wanted to share.

Table 31: Workshop participants

Group	Stakeholder
Public sector land occupiers	• Dunedin District Council • Land Information New Zealand • Department of Conservation • Otago Regional Council
NGOs	• Forest and Bird • Southern Lakes Sanctuary • Predator Free Dunedin • Seek Weeds and Terminate • Rabbit Group Moeraki • Catlins Integrated Catchment Group

We provide in the table below the detailed thematic analysis of our stakeholder interviews by stakeholder group and evaluation question. **We note that the data presented in the table are stakeholder observations**. Where we have used information from the stakeholder interviews in chapter 5, we have triangulated stakeholder opinions with other evidence. We consider it important to provide thematic information from stakeholders below.

Table 32: Findings from the thematic analysis of interviews by stakeholder group and evaluation question

	Public Sector	Public Sector ORC	Private Sector	NGO	Iwi
Do ORC staff have sufficient support, capacity, and capability to deliver the RPMP?	Public sector interviewees cite resource and capability challenges at ORC. Particularly, staff turnover and funding constraints have limited the effectiveness of the RPMP's implementation. Interviewees noted there is insufficient monitoring and enforcement resources to properly enforce pest management protocols. Interviewees were generally of the view that good progress has been made with additional funding for some initiatives, particularly the wallaby programme, the overall capacity to manage a growing number of pests is insufficient. Interviewees cited challenges with pests such as gorse and broom, due to limited enforcement and resources.	Interviewees cite resourcing challenges at ORC, noting a shortage of personnel and tools required to meet RPMP objectives. It was noted that ORC have invested in new roles, including specialists for marine and terrestrial ecosystems and community coordinators, the scale of biosecurity challenges still exceeds current resourcing. Interviewees also highlighted inefficiencies in in resource allocation and planning, leading to reactive rather than proactive pest management. For example, surveillance and monitoring have been described as "non-existent" for many pests until recent efforts were initiated.	Private sector Interviewees expressed a view that ORC has gaps in capacity and capability to deliver the RPMP. They were for the view that ORC had a persistent issue with staff turnover, undermining continuity, and institutional knowledge. This hinders OCRs ability to effectively engage private landowners. While some stakeholders appreciate ORC's funding support for specific initiatives, the overall impression is that ORC is reactive and insufficiently proactive in managing pest-related issues, particularly for species like wilding pines.	Interviewees stated there are significant challenges in ORC's capacity to deliver the RPMP effectively. While ORC staff demonstrate technical expertise in areas like GIS mapping and monitoring tools, there are critical gaps in enforcement capacity and long-term funding. The reliance on volunteers without sufficient professional support exacerbates volunteer fatigue, which is a recurring concern. NGOs have highlighted that community groups are perceived as often filling gaps left by the council.	While ORC has allocated funding for initiatives such as hui and working groups, there is limited transparency about how the budget is used and whether it aligns with Māori priorities.
What is the impact (awareness and compliance) of the RPMP on key populations?	Interviewees expressed a view that public awareness and compliance is inconsistent. Education and community initiatives have had some success targeting some pests, like rabbits, and in some areas like Moeraki and Gibbston. However, interviewees feel that there is broad confusion about responsibilities and roles between local, regional, and district councils. Many landowners and community members remain unaware of the RPMP's provisions, particularly in urban and lifestyle block areas. Enforcement has been limited, with ORC often building on voluntary compliance rather than using its enforcement powers. Consequently, implementation has been patchy.	Awareness of the RPMP's provisions varies among landowners and stakeholders. Rural landowners are generally more aware of their obligations, particularly regarding rabbits and wilding conifers, but urban and lifestyle block owners often lack sufficient knowledge. While education initiatives, such as AMP shows and community events, have improved public understanding in targeted areas, though many stakeholders remain uninformed about specific responsibilities. Compliance enforcement is weak due to limited staff capacity and the perceived unreasonableness of some RPMP rules. For example, landowners are required to eliminate species with long seed lifespans, which many see as unrealistic.	Awareness of the RPMP from private stakeholders is variable. Some stakeholders, like those managing large tracts of land, are often unfamiliar with the RPMP's specific provisions and report that it has had little influence on their pest management strategies. Others, particularly those in the agricultural sector, are aware but are often critical of the RPMP's limited enforcement capabilities. Interviewees advised compliance with pest management rules appears uneven.	Awareness of the RPMP among community groups and landowners varies, with many interviewees reporting minimal familiarity. This limits compliance with pest management rules. For instance, the lack of public awareness about listed pest plants and site-led obligations often results in inaction. Efforts to enforce compliance were described as inconsistent and overly reliant on moral obligations rather than clear mandates. In some cases, landowners have been resistant to pest management initiatives due to unclear or unenforced regulations	Awareness of the RPMP among Māori and wider communities is low, with the plan described as insufficiently socialised. The interviewee struggled to articulate the RPMP's purpose or navigate its provisions. A simplified, searchable format with clear objectives and pest-specific details could improve accessibility and uptake. The interviewee advised engagement efforts, such as hui and outreach to community groups, are a positive step. However, these efforts need to be more frequent and comprehensive to raise awareness and drive compliance
What are the critical success factors influencing pest management?	Interviewees identified three critical success factors, including: • **Collaboration**: Strong partnerships, such as those seen in the lagarosiphon control programme in	Key success factors identified include: • **Dedicated funding:** Investments in roles such as community coordinators and pest specialists are steps forward,	Key success factor identified include: • **Strong partnerships:** Collaborative models like those between OSPRI and catchment groups highlight the value of integrated pest management efforts.	Key success factors identified include: • **Sustained funding:** Time-limited funding constrains monitoring and long-term outcomes. For example, rabbit	Key success factors identified include: **Inclusion of Māori perspectives:** Ensuring tangata whenua are actively involved in decision-making beyond box-ticking exercises is critical. Integrating cultural

	Public Sector	Public Sector ORC	Private Sector	NGO	Iwi
	Wanaka, demonstrate the importance of local buy-in and coordinated efforts. • **Targeted funding**: Dedicated funding streams for pests like wallabies and wilding conifers have led to measurable progress. • **Community engagement:** Education initiatives and proactive communications are seen as essential in overcome awareness and compliance gaps.	but more funding is required for implementation and enforcement. • **technological tools:** Improved data collection methods, such as GIS mapping and aerial monitoring, are seen as critical for future success. However, these require investment and skilled personnel to operate effectively. • **Collaborative approaches:** Partnerships with other councils, such as cross-boundary work on wallabies and Nassella tussock, demonstrate the value of coordinated pest management. • **Leadership and knowledge retention:** Retaining experienced staff and developing clear succession plans are essential to maintain institutional knowledge and stakeholder relationships	• **Clear legislative frameworks:** Effective enforcement mechanisms are missing in Otago, leading to fragmented and ineffective pest control. • **Sustained funding:** The absence of long-term, coordinated funding models hampers progress, particularly for resource-intensive species like possums and rabbits.	management efforts in Queensberry stalled due to inconsistent resources. • **Community involvement:** Groups like Southern Lakes Sanctuary leverage local volunteers effectively, although this model requires professional support to avoid burnout. • **Enforcement and coordination:** Effective programmes, like those led by OSPRI, demonstrate the value of structured, catchment-level approaches with strong enforcement mechanisms. • **Use of technology:** Tools like AI-enabled traps and drone mapping have proven valuable but require investment and training to scale.	values such as Mahika Kai into pest management frameworks can increase relevance and community engagement **Cross-sector collaboration:** Programmes like Predator Free and Jobs for Nature have driven successes in pest control. Strengthened collaboration between ORC, iwi, and other stakeholders is essential for effective implementation **Clear resource allocation:** Transparency about funding use, such as specifying support for Māori businesses or contractors, can foster greater trust and partnership
How does the RPMP align with statutory responsibilities and other pest management strategies?	The RPMP aligns with national policy directions, such as those for wilding conifers and wallabies, but it is less effective at addressing emerging pests and cross-boundary issues. Gaps in marine biosecurity were highlighted as a critical area needing attention. Integration with other strategies, like those led by DOC. is improving but remains informal in many cases.	Interviewees noted, The RPMP aligns broadly with national policies, such as those for wilding conifers and wallabies. However, integration with other regional councils and national bodies is inconsistent. Cross-boundary collaboration is limited, with some stakeholders advocating for biosecurity advisory boards to provide external expertise and align strategies.	Interviewees suggests RMPL's alignment with statutory responsibilities and broader pest management is seen as inadequate. Interviewees, especially those with an understanding of large-scale land management, advised that ORC's exclusion of key species like possums from the pest list undermines biodiversity and disease control efforts. They suggest greater alignment with successful models, such as OSPRI's systematic approach to pest control.	Interviewees stated the RPMP aligns with national and regional pest management frameworks but faces criticism for its narrow scope and lack of flexibility. For example, the omission of pests like feral cats and certain plant species undermines comprehensive biodiversity goals. The approach contrasts with programmes like OSPRI's possum control, which integrates disease management with biodiversity outcomes. Stakeholders suggest adapting elements of these models to strengthen alignment and effectiveness.	Iwi perspectives suggest RPMP aligns with statutory frameworks in a general sense but is less effective at reflecting cultural priorities. For example, areas of cultural significance and taoka species are insufficiently emphasised, limiting iwi engagement in planning and implementation. The lack of explicit provisions for incorporating Māori and Pacific-owned businesses in pest management contracting also represents a missed opportunity to align with government procurement policies.

	Public Sector	Public Sector ORC	Private Sector	NGO	Iwi
What is the impact of the RPMP on interim & end outcomes / what progress has been made towards achieving pest objectives?	The RPMP has had mixed success. While it has facilitated certain pest management actions (e.g., site-led rabbit control in Otago Peninsula), it has struggled to achieve broader outcomes due to insufficient enforcement and resources. Progress has been made on specific pests like wallabies and lagarosiphon, but systemic issues, such as the reinfestation of controlled areas, remain unresolved. Interviewees describe progress as significantly variable. While key successes include: • Lagarosiphon: Effective containment and local eradication in areas like Wanaka • Wallabies: Progress within containment and eradication zones, supported by national funding However, pests like rabbits and gorse have seen limited improvement due to insufficient enforcement and fragmented efforts	Interviewees noted, Progress toward RPMP objectives is inconsistent. Success stories, such as improvements in wilding conifer control, demonstrate the potential impact of well-funded and coordinated efforts. However, issues like rabbit infestations remain pervasive, with limited progress due to fragmented efforts and insufficient resources. Interviewees intimated that some view the RPMP has inadequate for addressing broader biosecurity outcomes. Interviewees describe progress as uneven. Even though advancements have been made in areas like wallaby and wilding conifer management due to targeted funding, rabbit control efforts, particularly in rural and lifestyle areas, continue to struggle. It was noted that some RPMP objectives might not be realistic, given current resourcing.	Interviewees noted, the RPMP's impact has been limited for private sector stakeholders. While the plan has provided a framework for some site-led initiatives, it has not resulted in significant progress toward comprehensive pest management outcomes. The lack of enforcement and proactive planning reduces its effectiveness in achieving long-term goals.	Interviewees noted the RPMP has achieved localised successes, such as the reduction of possum populations on the Otago Peninsula. However, broader impacts are limited by enforcement gaps, funding constraints, and fragmented community engagement. For example, site-led projects have shown potential but are hindered by unclear responsibilities and insufficient ORC support. Interviewees indicated that progress varies significantly by pest type and region. The elimination of possums on the Otago Peninsula is a standout success. Conversely, rabbit management efforts in Central Otago highlight systemic inefficiencies, with individual landowners often working in isolation due to a lack of coordinated support.	Iwi noted the RPMP has achieved mixed results. While eradication efforts for species like rooks have been successful, challenges persist in areas such as rabbit pest management. Iwi note that existing programmes often lack sustainability and resource utilisation, which could enhance outcomes and economic benefits Progress has been uneven. Successes, such as mustelid and possum control through Predator Free programmes, are contrasted by ongoing challenges with rabbits.
Is the right investment strategy chosen to deliver an effective programme?	Broadly, interviewees described investment as inadequate and fragmented. National funding has enabled some successes, the RPMP's reliance on regional budgets has limited the capacity to address key pests effectively.	No comment	Interviewees described the investment strategy as reactive with limited targeting. Stakeholders call for a shift to a more proactive approach, including: • Funding catchment-level initiatives to address pest control holistically. • Supporting biosecurity measures on conservation lands to prevent pest proliferation. • Introducing sustainable funding mechanisms that share costs across stakeholders	The current investment strategy is reactive and fragmented. Interviewees consistently recommend a shift to proactive, catchment-level planning with long-term funding commitments. For example, OSPRI's structured funding and monitoring approach is cited as a model for broader adoption. The lack of resources for ongoing pest monitoring and professional staffing further limits the RPMP's effectiveness. Some interviewees suggest reallocating funds from administrative overheads to frontline activities like education, enforcement, and coordination	Iwi view the current investment strategy as opaque and insufficiently inclusive. There is a need to allocate funding for initiatives that reflect Māori values and priorities, such as customary harvesting and cultural site preservation.
What are the next steps for the RPMP?	Interviewees recommended the following priority actions: • **Strengthen monitoring and enforcement:** Allocate resources to establish baselines, track pest	Interviewees recommended the following priority actions: **Increase funding and capacity:** Secure additional funding to build capacity,, invest in advanced tools, and support long-term pest management objectives.	Interviewees recommended the following priority actions: • **Revise pest lists:** For the next iteration of the RPMP, include critical species like possums (not only as side-led pest as in the present	Interviewees recommended the following priority actions: • **Strengthen enforcement:** Revise RPMP wording to empower ORC to enforce compliance more effectively.	Based on Iwi feedback, the following steps are recommended: • **Enhance accessibility:** Simplify the RPMP document and make it searchable for specific pest information.

	Public Sector	Public Sector ORC	Private Sector	NGO	Iwi
	prevalence, and enforce compliance, particularly for site-led initiatives • **Improve collaboration:** Formalise partnerships with neighbouring councils, government agencies, and community groups to enhance cross-boundary pest management • **Expand pest coverage:** Address emerging pests (future iteration of RPMP), such as feral deer and goats, through more dynamic and adaptable planning processes • **Enhance Community Engagement**: Increase education efforts to raise awareness and clarify landowner responsibilities. • **Revise the investment strategy:** Secure dedicated funding for long-term pest management, particularly for species with high ecological and economic impacts	**Focus on realistic objectives:** Revise the RPMP (future iteration) to ensure that rules and objectives are achievable within available resources. **Enhance collaboration:** Strengthen cross-boundary initiatives and establish advisory boards to incorporate external expertise. **Expand public education:** Increase outreach efforts to inform landowners of their responsibilities and promote proactive pest management **Leverage technology:** Adopt tools like drones and AI for monitoring and surveillance to improve efficiency and data accuracy.	RPMP) to align with biodiversity and disease control objectives. • **Strengthen enforcement:** Assure rules are followed with enforceable obligations, to ensure compliance across landowners. • **Enhance collaboration:** Partner with organisations like OSPRI and leverage their successful models to improve coordination and efficiency. • **Increase funding and resources:** Develop a long-term funding strategy to support sustained pest management efforts, especially in areas with high ecological value. • **Improve communication:** Use targeted outreach to educate stakeholders about the RPMP and foster public engagement in pest control.	• **Enhance community engagement:** Develop accessible education programmes and resources to raise public awareness about pest obligations and management strategies • **Adopt catchment-level approaches:** Coordinate pest management across natural boundaries rather than administrative ones • **Increase funding and staffing:** Secure sustained funding for long-term monitoring and professionalise volunteer support. • **Integrate Mātauranga Māori:** Strengthen partnerships with mana whenua to ensure cultural and ecological values are central to future pest management plans • **Leverage technology:** Expand the use of tools like GIS mapping and AI-enabled monitoring systems for cost-effective pest tracking and control	• **Integrate Māori perspectives:** Incorporate Mātauranga Māori and emphasize cultural values like Mahika Kai in pest management goals. • **Improve resource transparency:** Clearly communicate how budgets are allocated, including funding for Māori businesses and contractors. • **Expand marine pest focus:** In the next RPMP iteration, address gaps in marine pest management and align Otago's strategy with neighbouring regions. • **Foster collaboration:** Strengthen partnerships with iwi, trusts, and other community stakeholders through regular hui and working groups. • **Explore sustainable resource use:** Investigate opportunities for utilising pest byproducts to create economic value while achieving pest management goals as a tool to support pest management in the public.

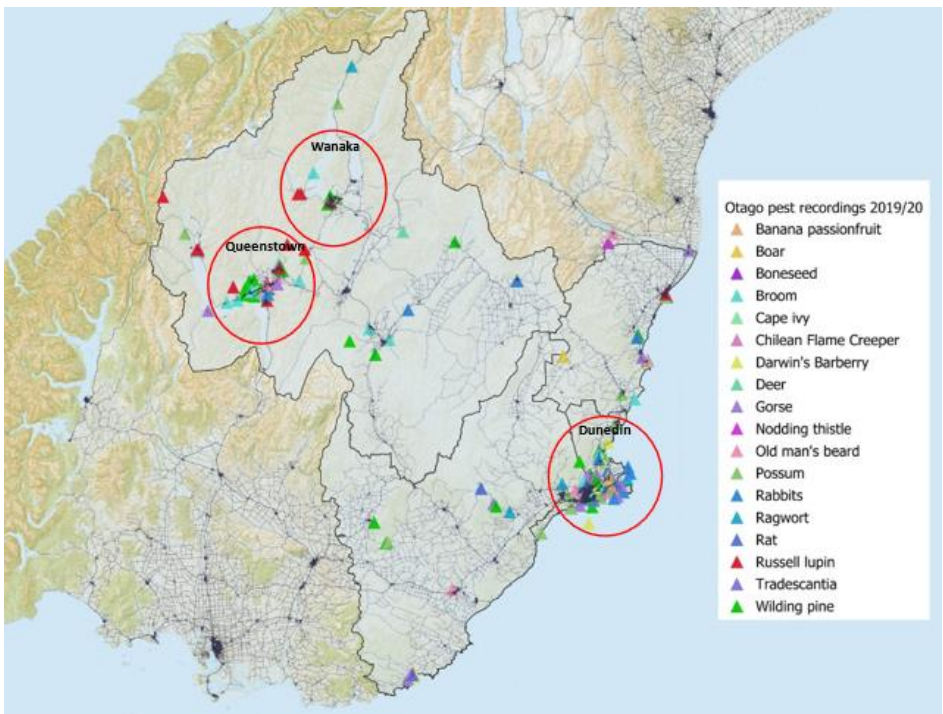
Appendix E Spatial distribution of pest observations

We provide here an overview of the spatial distribution of pest recordings in the Otago region and a detailed snapshot of pest recordings in the Otago Peninsula across the RPMP implementation years. This data is informed from iNaturalist. In summary, pest observations are clustered around more populated areas such as Queenstown, Wanaka, or Dunedin.

Otago region

Figure 28 shows the spatial distribution of pest recordings during the first year of the RPMP implementation. Three clusters with a high concentration of pest recordings were evident around the main cities: Queenstown, Wanaka, and Dunedin. In Queenstown, wilding pines, broom, and Russell lupin were frequently reported. In the Wanaka area, there were a smaller number of recordings, primarily of wilding pines and Russell lupin. Dunedin recorded the highest concentration of pest activity with significant reports of rabbits, possums, and gorse. We note that those reporting clusters are likely a function of population.

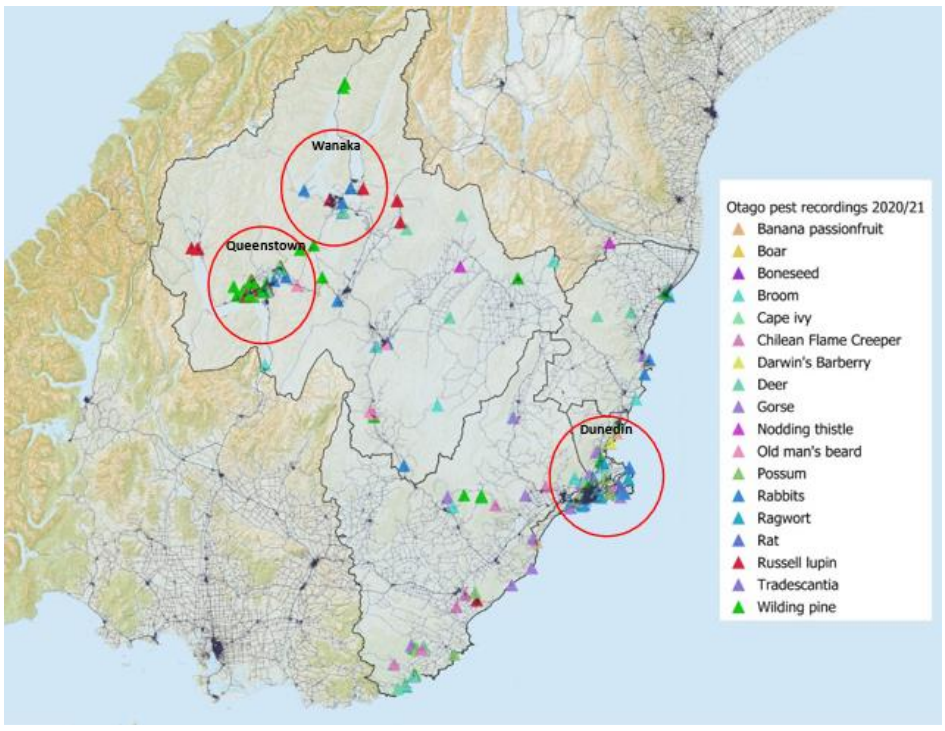
Figure 28: Spatial distribution of pest recordings in Otago region 2019/20



Source: Sapere calculations using iNaturalist data

In 2020/21 (Figure 29), the distribution and types of pest recordings around the main cities remained largely consistent with the previous year. However, there was an increase in rabbits reported in the Wanaka area and a decline in broom reporting around Queenstown.

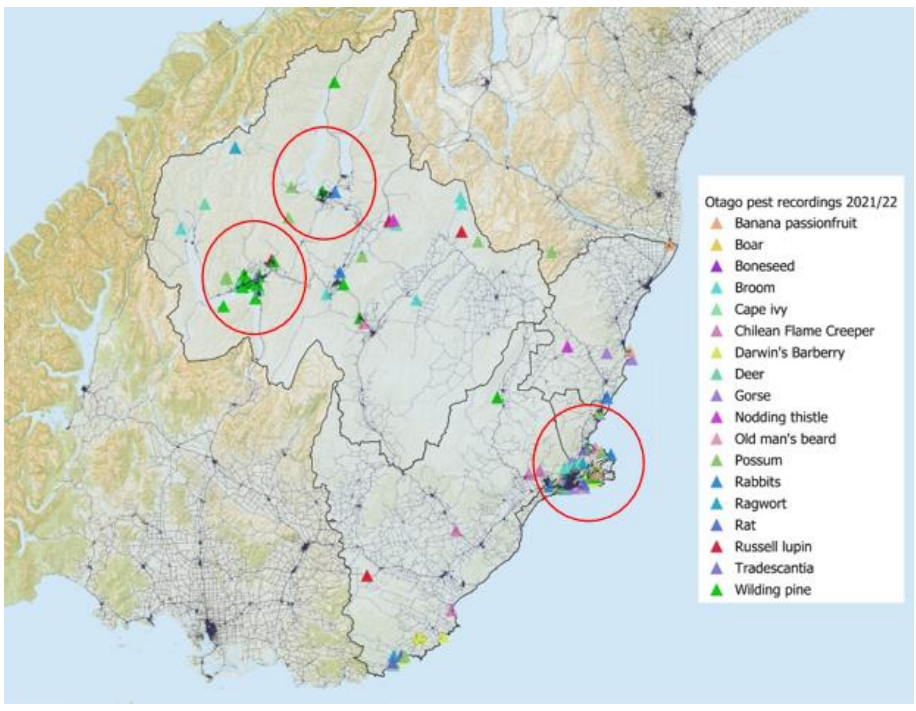
Figure 29: Spatial distribution of pest recordings in Otago region 2020/21



Source: Sapere calculations using iNaturalist data

In 2021/22 (Figure 30), pest recordings were largely consistent with the previous year, though there was a noticeable decrease in recordings around Wanaka.

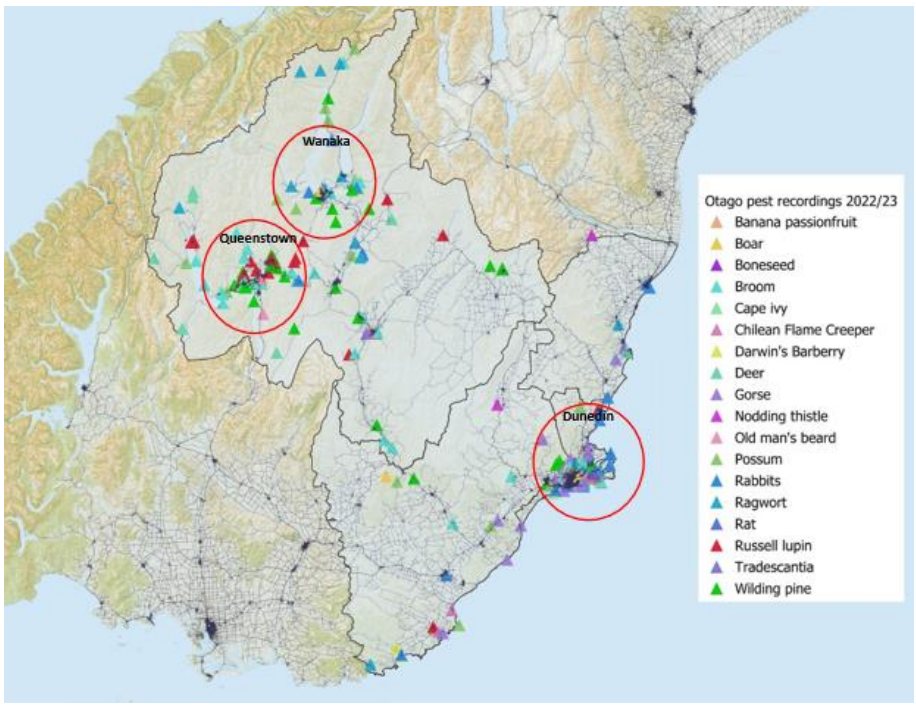
Figure 30: Spatial distribution of pest recordings in Otago region 2021/22



Source: Sapere calculations using iNaturalist data

In 2022/23 (Figure 31), pest recordings increased significantly in Queenstown and Wanaka, while the distribution of pest types remained similar. Notably, there was a high frequency of wilding pine reports around Wanaka.

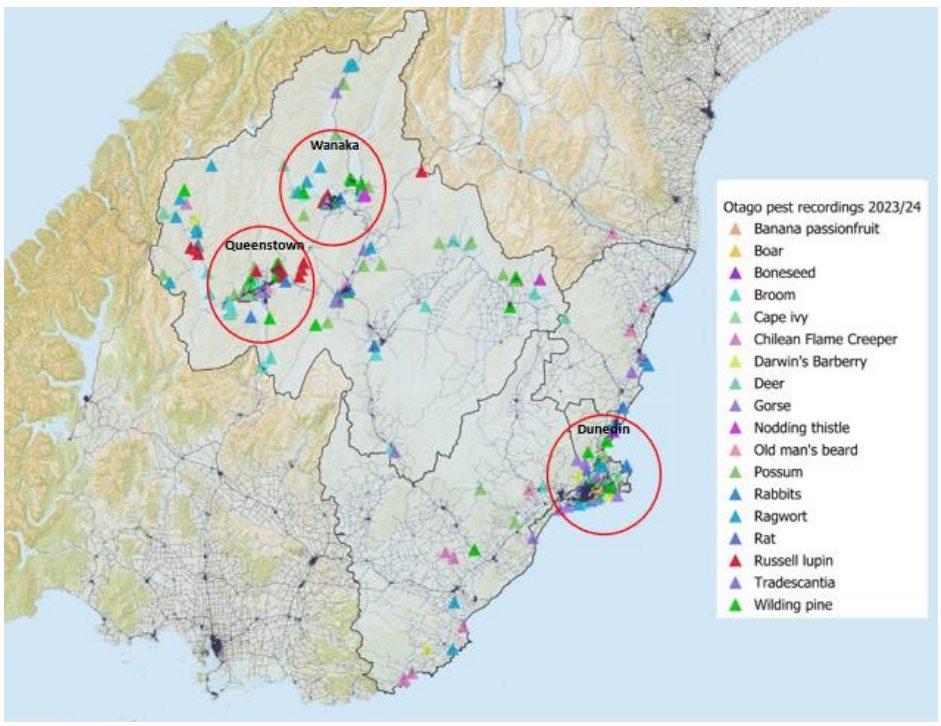
Figure 31: Spatial distribution of pest recordings in Otago region 2022/23



Source: Sapere calculations using iNaturalist data

In 2023/24 (Figure 32), pest recordings continued to increase across the main cities and throughout the wider Otago region.

Figure 32: Spatial distribution of pest recordings in Otago region 2023/24

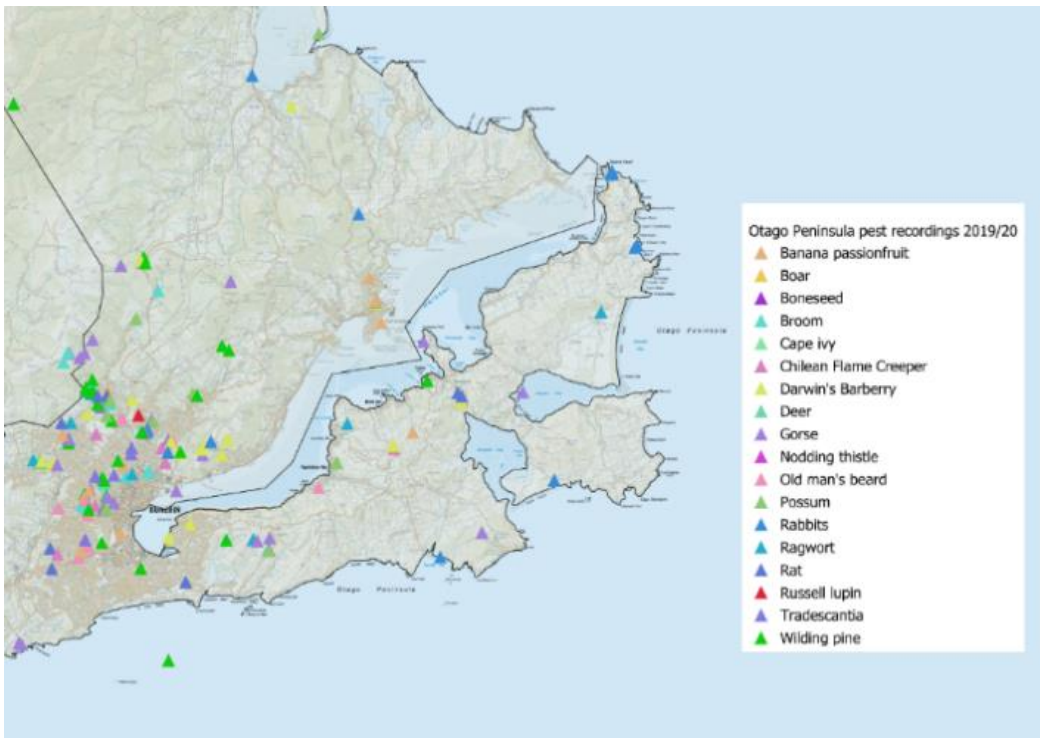


Source: Sapere calculations using iNaturalist data

Otago: Site-led programmes at Otago Peninsula, West Harbour – Mt Cargill, Goat/Quarantine Island

Figure 33 shows the spatial distribution of pest recordings in the Dunedin City Centre, the Otago Peninsula, West Harbour/Mount Cargill, and Goat/Quarantine Island during the first year of the RPMP implementation. The most frequently reported pests were boneseed, broom, Darwin's barberry, rats and wilding pines. We note that no recordings are observed for Goat/Quarantine Island, at all years of our analysis (see following figures).

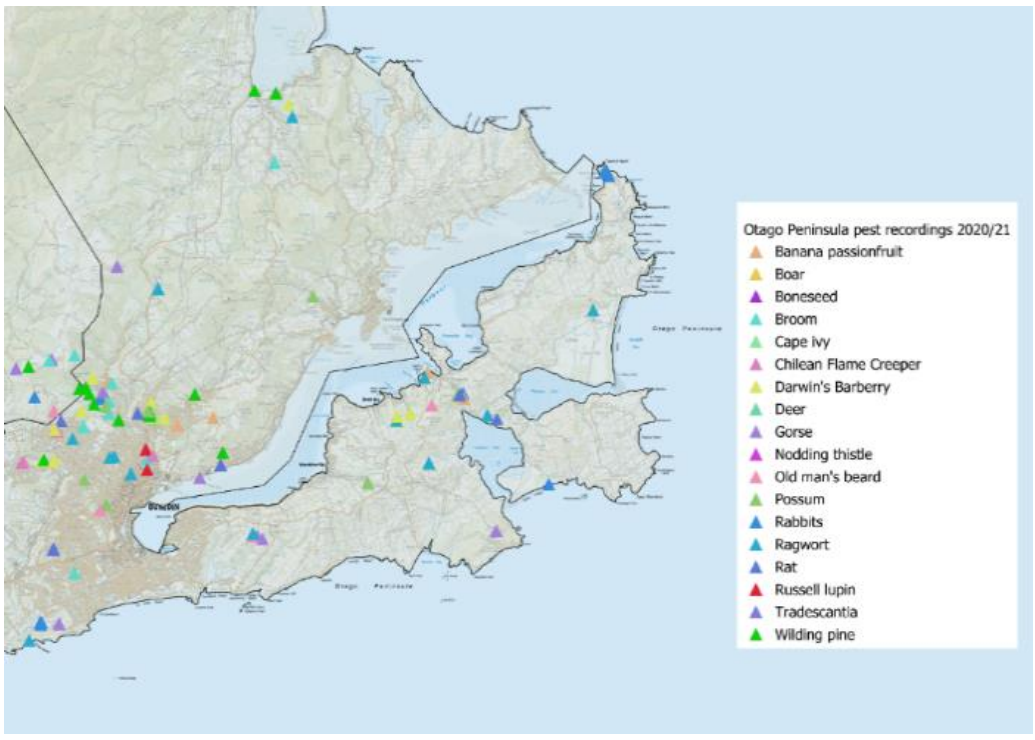
Figure 33: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2019/20



Source: Sapere calculations using iNaturalist data

In 2020/21 (Figure 34), there was a slight decrease in the number of pests reported compared to the previous year, with the most reported pest types remaining unchanged.

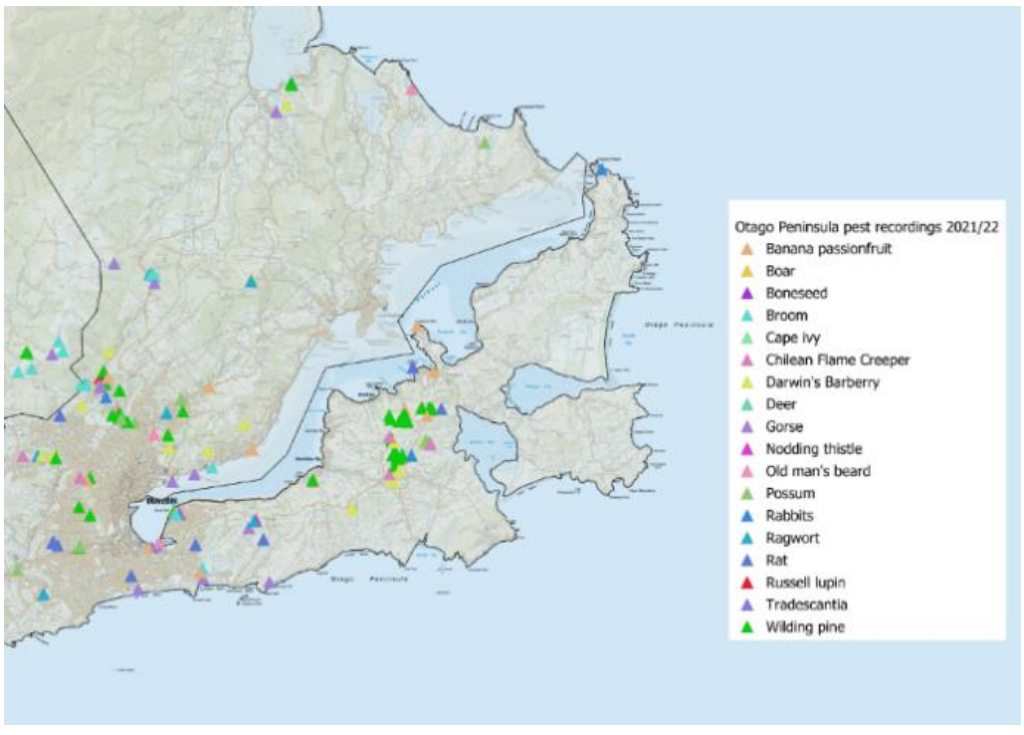
Figure 34: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2020/21



Source: Sapere calculations using iNaturalist data

In 2021/22 (Figure 35), pest recordings increased moderately. Most notably, there were significantly more reports of wilding pines which can reflect increased public awareness. Attribution to the RPMP is difficult due to the national programme operating in Otago.

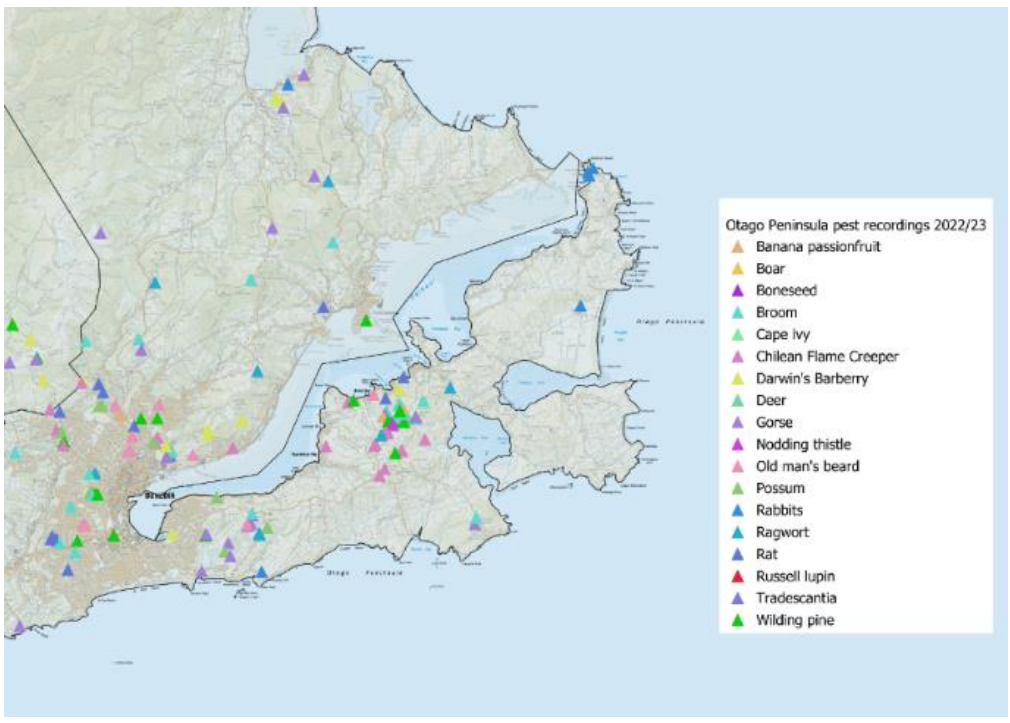
Figure 35: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2021/22



Source: Sapere calculations using iNaturalist data

In 2022/23 (Figure 36), the total number of pest recordings remained relatively stable. However, there was a decline in reports of wilding pines and a significant increase in reports of Chilean flame creeper and old man's beard.

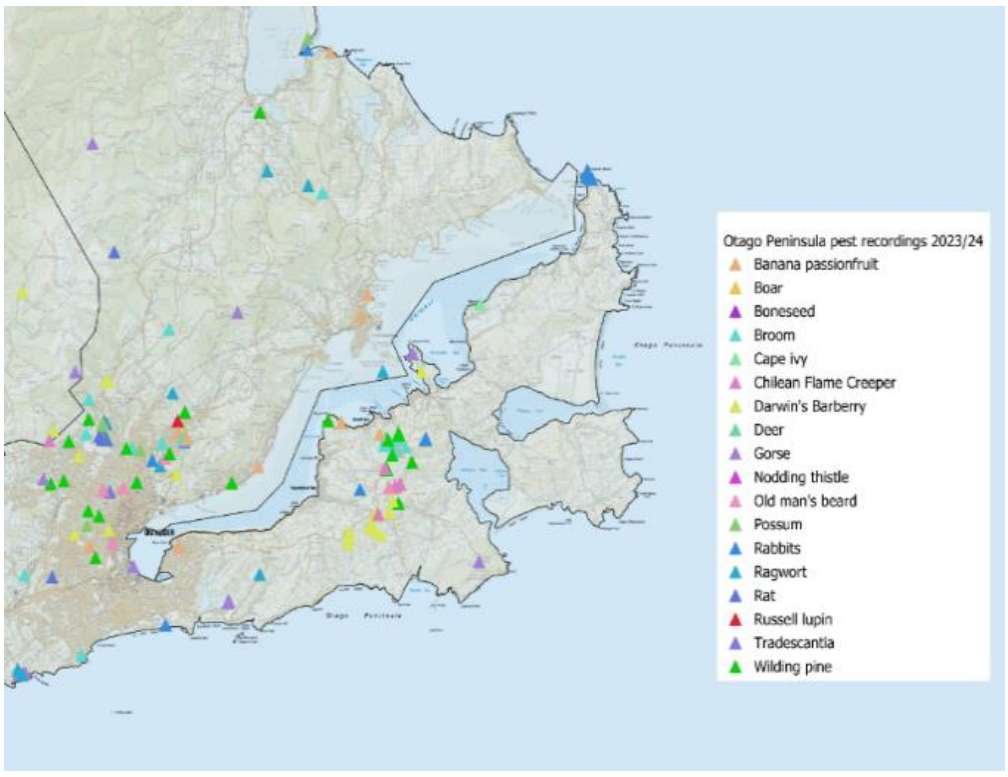
Figure 36: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2022/23



Source: Sapere calculations using iNaturalist data

In 2023/24 (Figure 37), the total number of pest recordings remained like the previous year, although there was a significant increase in reports of Darwin's barberry.

Figure 37: Spatial distribution of pest recordings in Otago Peninsula, West Harbour/Mt Cargill, Goat / Quarantine Island 2023/24



Source: Sapere calculations using iNaturalist data

Appendix F Key partners of ORC

From Biosecurity Strategy 2019

Ministry for Primary Industries

The Ministry for Primary Industries (MPI) is the Government department charged with leadership of New Zealand's biosecurity system. MPI has the lead role in administering the Biosecurity Act and undertaking pest and disease surveillance. MPI's responsibilities include preventing the introduction and spread of new species to New Zealand. Key MPI policies/plans include The National Policy Direction for Pest Management 2015, the Biosecurity 2025 Direction Statement and the Pest Management National Plan of Action 2010. MPI lead national and sub-national responses to biosecurity incursions.

The Department of Conservation

The Department of Conservation (DOC) is funded and empowered to manage pests and harmful organisms on public conservation land and is the principal central government agency involved in the conservation of biodiversity. DOC's role is broad and multifaceted, operating under the Conservation Act 1987, the National Parks Act 1980, the Wildlife Act 1953, the Wild Animal Control Act 1977, and the Reserves Act 1977.

DOC's statutory responsibilities include managing public conservation land, freshwater fisheries (including pest freshwater fish under the Freshwater Fisheries Regulations 1983), and the control of wild deer, chamois, thar, goats and pigs under the Wild Animal Control Act 1977. DOC is also required to control pests on land that they occupy or administer in accordance with any good neighbour rules in the RPMP.

The New Zealand Transport Agency

The Transport Agency is a statutory entity and a Crown agent under Section 7 and Schedule 1 of the Crown Entities Act 2004 and therefore a Crown entity. As a Crown entity, the Transport Agency is subject to provisions applicable to land occupiers for the purposes of obligations for pest control on road reserves or verges.

Territorial authorities

Otago is made up of five territorial authorities: Dunedin City Council, Clutha, Central Otago, Queenstown Lakes and Waitaki District Councils. Waitaki District straddles both the Otago and Canterbury regions.

Each territorial authority manages council reserves and undertakes direct management of harmful organisms impacting on reserves and other council administered land, within that territory. Territorial authorities are also road controlling authorities in their district. They are required to control pests on land that they occupy or administer in accordance with the RPMP rules.

KiwiRail

KiwiRail is the Crown agent responsible for managing New Zealand's railway infrastructure. KiwiRail is required to control pests on land that they occupy or administer in accordance with the RPMP rules.

Land Information New Zealand

Land Information New Zealand (LINZ) manages over 5,000 properties across New Zealand, totalling almost two million hectares and 8 per cent of New Zealand's land area. These include high country pastoral leases, Crown forest licensed land, former railway properties and the beds of many lakes and rivers. LINZ is responsible for biosecurity on land under its management and works collaboratively with other parties in undertaking its pest control programmes. This includes controlling pests in accordance with any good neighbour rules set out in the RPMP.

Predator Free 2050

Predator Free 2050, led nationally by the Predator Free New Zealand Trust, has a goal to rid New Zealand of the most damaging introduced predators that threaten our natural taonga, our economy and primary sector. Ridding New Zealand of possums, rats and stoats by 2050 is a nationwide goal, with new techniques and a coordinated effort across communities, iwi, and public and private sectors.

At a local level, predator control initiatives are underway across Otago. This varies from smaller scale projects to large landscape scale initiatives in different areas across the region.

Predator Free Dunedin is a collaboration of 20 stakeholders working together to implement predator free objectives across large landscape scale projects on Otago Peninsula, West Harbour/Mount Cargill and the Dunedin urban area. The RPMP and this strategy supports the delivery of these predator free objectives and seek to support smaller scale and other landscape scale projects too.

Groups, industries, and individuals

Everyone has responsibilities for pest management. At the individual level, people manage their land to keep it free of weeds and pests, particularly where this benefits them. Everyone is bound by the requirements in the Biosecurity Act for unwanted organisms and private land occupiers are required to control pests in accordance with the RPMP rules. There are many groups and non-governmental organisations in Otago that also play a key role in biosecurity management by undertaking voluntary management as part of biodiversity projects and site led initiatives.

At an industry level, industries such as OSPRI and Kiwifruit Vine Health have prepared and are implementing national pest management plans under the Biosecurity Act. Other examples include the Plant Nurseries Association involvement in the National Pest Plant Accord, and Port Otago's involvement in marine pest surveillance and management.

About Sapere

Sapere is one of the largest expert consulting firms in Australasia, and a leader in the provision of independent economic, forensic accounting and public policy services. We provide independent expert testimony, strategic advisory services, data analytics and other advice to Australasia's private sector corporate clients, major law firms, government agencies, and regulatory bodies.

'Sapere' comes from Latin (to be wise) and the phrase 'sapere aude' (dare to be wise). The phrase is associated with German philosopher Immanuel Kant, who promoted the use of reason as a tool of thought; an approach that underpins all Sapere's practice groups.

We build and maintain effective relationships as demonstrated by the volume of repeat work. Many of our experts have held leadership and senior management positions and are experienced in navigating complex relationships in government, industry, and academic settings.

We adopt a collaborative approach to our work and routinely partner with specialist firms in other fields, such as social research, IT design and architecture, and survey design. This enables us to deliver a comprehensive product and to ensure value for money.

For more information, please contact:

Dr Julius Ohrnberger

Mobile: +64 28 470 1970

Email: johrnberger@thinkSapere.com

Wellington	Auckland	Sydney	Melbourne	Canberra	Perth
Level 9 1 Willeston Street PO Box 587 Wellington 6140	Level 8 203 Queen Street PO Box 2475 Shortland Street Auckland 1140	Level 18 135 King Street Sydney NSW 2000	Level 5 171 Collins Street Melbourne VIC 3000	GPO Box 252 Canberra City ACT 2601	PO Box 1210 Booragoon WA 6954
P +64 4 915 7590	P +64 9 909 5810	P +61 2 9234 0200	P +61 3 9005 1454	P +61 2 6100 6363	P+61 8 6186 1410

independence, integrity and objectivity

© 2020 Sapere Research Group

9.3. Regional Pest Management Plan Operational Plan 2025/26

Prepared for: Environmental Delivery Committee

Report No. GOV2502

Activity: Governance Report

Author: Libby Caldwell, Manager Environmental Implementation

Endorsed by: Joanna Gilroy, General Manager Environmental Delivery

Date: 5 June 2025

PURPOSE

[1] To seek approval of the 2025-2026 Biosecurity Operational Plan.

EXECUTIVE SUMMARY

[2] The Otago Regional Pest Management Plan 2019-2029 (RPMP) was adopted in November 2019. The RPMP details the plants and animals that are declared pests in Otago, explains why they are pests, and outlines how each pest will be managed over the ten-year period of 2019-2029.

[3] Under Section 100B of the Biosecurity Act 1993 (the Act), an Operational Plan is required to detail the nature and scope of activities Council intends to undertake in the annual implementation of the RPMP.

[4] The 2025-2026 Biosecurity Operational Plan (the Operational Plan) continues the progress made under the previous four Operational Plans, focusing on the following operational areas:

a. Continue property inspections, on both private and public land, to check on compliance against pest management rules.
b. Maintain the focus on the five regional pest priorities (Exclusion pests, Wallabies, Wilding conifers, Rabbits, and Lagarosiphon).
c. Continue to enhance the effective delivery of the Operational Plan.

[5] The Operational Plan supports the implementation of the national programmes addressing wallabies and wilding conifers, the objectives of Integrated Catchment Management (ICM) and engaging with community groups (e.g., site-led programmes, community rabbit programmes and wilding conifer control groups).

[6] To deliver the Operational Plan, a 2025-2026 Biosecurity Annual Work Plan is in development.

RECOMMENDATION

That the Committee:

1) ***Notes** this report.*
2) ***Recommends to Council to approve** the Otago Regional Council's 2025-2026 Biosecurity Operational Plan to enact the Otago Regional Pest Management Plan 2019-2029 and authorises the Chief Executive to correct minor errors to the 2025-2026 Biosecurity Operational Plan.*
3) ***Notes** that the 2025-2026 Biosecurity Work Plan will be developed to deliver the 2025-2026 Biosecurity Operational Plan, once approved.*
4) ***Notes** that a copy of the Otago Regional Council's Regional Pest Management Plan 2025-2026 Biosecurity Operational Plan will be provided to the Minister for Biosecurity.*
5) ***Notes** that staff will report back to Council any response from the Minister for Biosecurity.*

BACKGROUND

Regional Pest Management Plan

[7] In November 2019, Council adopted the Otago Regional Pest Management Plan 2019-2029 (RPMP).

[8] The RPMP details the regulatory and non-regulatory mechanisms Council will utilise for effective biosecurity leadership over the next 10 years. It contains pest control programmes, objectives, and rules to manage pests that cause harm to the wellbeing of Otago's people, economy, and environment.

[9] The RPMP follows the National Policy Direction for Pest Management 2015 by classifying biosecurity implementation through one of five management programmes:

a. Exclusion
b. Eradication
c. Progressive Containment
d. Sustained Control
e. Site-led

Regional Pest Management Plan – Operational Plan

[10] To deliver on the objectives of the RPMP, the Biosecurity Act (Section 100B), requires an Operational Plan be prepared. The Operational Plan outlines the activities the Council intends to undertake to achieve the objectives the RPMP.

[11] The Operational Plan must be consistent with the current RPMP. Consequently, the Operational Plan cannot introduce any new objectives, rules, or regulatory tools. Due to this, there is no statutory requirement to consult the community on the preparation of the Operational Plan. The Operational Plan is required to be accessible to the public and reviewed annually.

[12] As required by the Biosecurity Act, Council is required to evaluate progress of the Operational Plan against the deliverables and key performance indicators within five months from the end of the financial year.

[13] Under section 100B of the Biosecurity Act, the ORC is required to inform the Minister for Biosecurity on Operational Plan and its performance.

Biosecurity Annual Work Plan

[14] To implement the Operational Plan, a 2025-2026 Biosecurity Annual Work Plan is being developed. The Work Plan will identify required activities to be delivered across Otago in the following workstreams: formal compliance inspections (private and public land), monitoring and surveillance of pest plants and pest animals, public education and engagement, and site led programmes. Identified activities are designed to enable the delivery of outcomes in the Operational Plan. The focus of this annual work plan is to prioritise work based on time of year, resources and pest risk to support implementation of the Plan.

[15] Once the Operational Plan has been approved by Council, the Work Plan will be developed and implemented by 30 July 2025.

DISCUSSION

2025-2026 Biosecurity Operational Plan

[16] The Operational Plan details how the RPMP will be implemented through specific deliverables (actions) and their related performance measures and targets. For reasons of operational simplicity and efficiency, the Operational Plan aligns with Council's financial year (1 July to 30 June).

[17] The Operational Plan continues the multi-year programme to manage biosecurity in Otago, building on the progress made under the previous four Operational Plans, focusing on the following operational areas:

a. Continue property inspections, on both private and public land, to check on compliance against pest management rules.
b. Maintain the focus on the five regional pest priorities (Exclusion pests, Wallabies, Wilding conifers, Rabbits, and Lagarosiphon).
c. Continue to enhance the effective delivery of the Operational Plan.

[18] Feedback is regularly requested from staff and lessons learnt have been incorporated into the 2025-2026 Biosecurity Operational Plan. Staff in the Environmental Implementation Team are also involved in sector groups where learnings from other Councils are also incorporated, where possible, to ensure consistency in approaches to biosecurity.

[19] Changes have been made to both streamline KPIs, improve efficiency and effectiveness and to ensure deliverables and outcomes are in line with an improved work planning process, focusing on:

a. Ensuring deliverables are practical and consistent to achieve the stated RPMP objectives.
b. Revising/rewording of KPIs to ensure they are relevant to measuring the achievement of deliverables within both the Operational Plan and Work Plan (e.g. referring key deliverables through the delivery of a Work Plan). This enables the

Operations Plan to be outcome focused, with details to deliver on KPI's (e.g. number of rabbit inspections) being described within the Work Plan.

c. Some deliverables have been removed to reflect this shift in work activity detail to the Work Plan (e.g. # of known rookeries monitored (50), being replaced with 100% of known sites monitored as described in the annual Work Plan).

d. Some deliverables have been retired and replaced with more appropriate activities. For example, '*undertake pest inspections or monitoring to progress biodiversity outcomes*' has been replaced with specific actions at a species level as per the Work Plan. This enables specific measurable outcomes to be described within a Work Plan that addresses priority species and biodiversity areas. The previous outcome only specified the number of inspections that would occur, without consideration of species and location of the inspection.

e. Overall, the targeted numbers of inspections have been removed from the Operations Plan. These will be specified within the Work Plan. However, these will remain consistent with the current Biosecurity Operational Plan.

[20] The proposed 2025-2026 Biosecurity Operational Plan is included as Attachment 1. The 2024-2025 Biosecurity Operational Plan is included as Attachment 2, this provides some context for how the Plan has evolved over time.

2025-2026 Biosecurity Annual Work Plan

[21] The Biosecurity Team undertakes annual work planning. However, to date this has not been applied in the context of a wider Operational Plan planning process. This will happen this year and it will allow for more effective prioritisation, direct measurement of what has been delivered and clear understanding of what will be delivered and prioritised.

[22] The Work Plan will identify the required activities to be delivered across Otago in the following workstreams: formal compliance inspections (private and public land), monitoring and surveillance of pest plants and pest animals, landowner education and engagement, biocontrol and site led programmes. Identified activities are designed to enable the delivery of required operational outcomes in the Operational Plan and therefore, the RPMP.

[23] The Work Plan will include a breakdown of the workstream to which the activity applies, the activity, the target pest species, and the month in which the activity is to be undertaken.

CONSIDERATIONS

Strategic Framework and Policy Considerations

[24] The Operational Plan does not set policies or objectives. These have already been set in the RPMP that has been adopted by Council. The Operational Plan must be consistent with the RPMP in that it cannot introduce any new objectives, rules, or regulatory tools. The Minister is not required to approve the Plan but may disallow all or part of it if they believe that it is inconsistent, even in part, with the RPMP.

Financial Considerations

[25] The 2025-2026 Biosecurity Operational Plan is based on the 2024-2034 Long-Term Plan programme and budget and has been accounted for in the Annual Plan budget. If there

are significant changes to the budgets through the Annual Plan process then, depending on the nature of the changes the proposed Operational Plan may need to be revised and brought back to Council for approval.

Significance and Engagement Considerations

[26] As the Operational Plan is consistent with the current RPMP, there is no statutory requirement to consult with the community on the details of the Operational Plan.

Legislative and Risk Considerations

[27] The Biosecurity Operational Plan 2025-2026 is a legislative requirement of the Act and has been prepared in accordance with the Act.

Climate Change Considerations

[28] Climate change poses risks to biosecurity through factors such as the establishment of new pests, change in the ecological range of current pests and shifts in introduction pathways.

Communications Considerations

[29] Staff will work on a communications and engagement plan to support the implementation of the operational plan. This will focus on biosecurity priorities, actions and active community education and advocacy on the RPMP.

[30] If approved by Council, the Biosecurity Operational Plan 2025-2026 will be available on the website for public access.

NEXT STEPS

[31] Delivery of this Operational Plan will commence on 1 July 2025.The next steps are to:

a. Provide a copy of the Operational Plan to the Minister for Biosecurity. As noted above, the Minister is not required to approve the Plan but may disallow all or part of the plan if they believe that it is inconsistent with the RPMP.
b. Prepare a 2025-2026 Biosecurity Work Plan to deliver the Operational Plan.

ATTACHMENTS

1. Biosecurity Operational Plan 2025-26 [**9.6.1** - 20 pages]
2. Biosecurity Operational Plan 2024-2025 Approved [**9.6.2** - 21 pages]

Otago Regional Council

Biosecurity Operational Plan 2025-2026



Implementing the Otago Regional Pest Management Plan 2019-2029

Contents

1. Summary 1

1.1 Introduction 1

1.2 Programmes of Work 1

1.3 Methods of Action 2

1.4 Operational Plan Reporting 2

2. Exclusion Pest Programme 3

2.1 Exclusion Pest Species 3

3. Eradication Pest Programme 4

3.1 Bennett's wallaby 4

3.2 Rooks 4

3.3 Spiny broom 4

4. Progressive Containment Pest Programme 6

4.1 Wilding conifers 6

4.2 African love grass 6

4.3 Nassella tussock 6

4.4 Old Man's Beard 7

4.5 Spartina 7

4.5 Containment Pest Plants 7

5. Sustained Control Pest Programme 9

5.1 Feral Rabbits 9

5.2 Gorse and broom 9

5.3 Russell Lupin 10

5.4 Ragwort & Nodding Thistle 10

5.5 Biocontrol 10

6. Site-Led Pest Programme 12

6.1 Otago Peninsula | West Harbour & Mount Cargill | Quarantine & Goat Islands 12

6.2 Lagarosiphon 12

7. Monitoring & Surveillance 13

7.1 Freshwater 13

7.2 Marine 13

8. Glossary 15

Appendix 17

Appendix 1: Timeframes associated with Biosecurity Inspections 17

Biosecurity Operational Plan 2025 - 2026

Date: April 2025

Author: M. Ewans, Biosecurity Specialist - Terrestrial

Owner: R. Win, Team Leader – Biosecurity

Reviewed By: M. Boardman, Performance and Reporting Specialist – Environmental Delivery Data & Systems

Version Control

Version #	Date	Event/Changes made	Author
1	2 April 2025		M Ewans

Cover Photo

Rocky Mountain, Wanaka (Photo Credit: Robert Win)

1. Summary

1.1 Introduction

Under the Biosecurity Act (1993), the Otago Regional Council (ORC) is the regional management agency responsible for biosecurity and pest control. To achieve this regulatory function, ORC has developed the *Otago Regional Pest Management Plan 2019-2029* (RPMP) which sets objectives and rules for land occupiers to control pests to set levels.

Where a regional pest management plan is enacted, ORC is further required to prepare an annual operational plan that implements the RPMP. The Operational Plan is a publicly available document and is reported on each year to Council.

This document *(Biosecurity Operational Plan 2025-2026)* outlines the nature, scope, and priority activities that ORC intends to undertake for pest management across the Otago region for the financial year 1 July 2025 through to 30 June 2026. For context, it is important the Operational Plan is read in conjunction with the RPMP. Where necessary, changes have been made from previous operational plans based on lessons learnt to improve efficiency and effectiveness.

1.2 Programmes of Work

Under the RPMP, pest management is classified into five programmes.

1. **Exclusion pest programme:** This programme will ensure specific pests that are present in New Zealand do not become established in Otago. Under Section 100V of the Biosecurity Act, there is provision to implement emergency controls for the incursion of any new pests that are not listed in the RPMP.
2. **Eradication pest programme:** This programme focuses on eradicating identified pests from the areas where they occur in the region. Eradication involves reducing the infestation of the pest to zero density.
3. **Progressive containment pest programme:** This programme aims to contain and reduce the geographic spread of the listed pests to specific areas. Containment arises where the pest is at high densities in specific parts of the Otago region, but in low densities or limited range in other parts. While eradication is not feasible, it is realistic to contain the pest from spreading to other 'clear' parts of the region.
4. **Sustained control pest programme:** This programme centres on the continuing control of the listed pests to reduce their impacts and spread to other properties. The emphasise is to manage the densities of the pests so they do not reach a level where they cause significant environmental impact. Sustained control is a strategy for pests with a wide geographical spread that they cannot feasibly be contained.
5. **Site-led pest programmes:** This programme aims to exclude or – if present – eradicate, reduce or control, identified pests from specified locations.

1.3 Methods of Action

ORC achieves pest management outcomes through the following methods and provision of resources.

1. **Advocacy and education:** ORC will provide education, advice, and information to landowners and/or occupiers and the public about the impacts of pests and pathways (vectors) of pest spread and appropriate methods of control. The ORC will ensure land occupiers are informed of their responsibilities under the RPMP. This activity also includes contributing to research and cost-sharing with other agencies and developing/promoting 'good practice' around control methods aimed at pest management contractors and occupiers who are required to act.
2. **Inspection, monitoring, and surveillance:** Regular property inspections ensure that RPMP rules are being adhered to. The focus is to achieve voluntary compliance first before enforcement action is initiated. Monitoring is carried out to determine effectiveness of control and to understand trends of infestations. Surveillance activities focus on protecting the region from the incursion of new pests.
3. **Collaboration:** ORC works with landowner/occupier groups and central and local government agencies to develop consistent approaches for the effective management of pests. This includes Land Information New Zealand (LINZ), Department of Conservation (DOC), Ministry of Primary Industries (MPI), neighbouring regional councils and community groups like Predator Free Dunedin, and wilding conifer trusts.
4. **Requirement to Act** *(regulation)***:** RPMP rules are the 'backbone' of the pest management. These rules require identified pests to be controlled to specified standards or levels. Failure to comply with RPMP rules can lead to enforcement action by ORC.
5. **Service delivery:** This is achieved through the delivery of national programmes (wildings and wallabies) and the provision of direct control where special expertise is required that is beyond the capability of the land occupier to arrange. Service delivery includes engaging contractors to provide appropriate control tools (e.g. traps, spraying, shooting) and the approved release of biological control agents.

This work is supported by close engagement with organisations involved in implementing and funding biosecurity across the region, including the Ministry for Primary Industries (MPI), Land Information New Zealand (LINZ), the Department of Conservation (DOC), Kāi Tahu, other councils and community groups.

1.4 Operational Plan Reporting

As the lead management agency, ORC is responsible for reporting on activities and progress during the year. ORC is required by Section 100B of the Biosecurity Act 1993 to *"prepare a report on the operational plan and its implementation not later than 5 months after the end of each financial year"*. This report is provided to the Minster of Biosecurity and is made available to the public through reporting to Council and on ORC's website.

2. Exclusion Pest Programme

2.1 Exclusion Pest Species

Objective: Over the duration of RPMP, preclude establishment of African feather grass, Chilean needle grass, egeria, false tamarisk, hornwort, and moth plant within the Otago region to prevent adverse effects on economic well-being and environmental values.

Deliverable		KPI		Target
1	Undertake incursion response.	a	% of investigations commenced within 2 working days of a suspected exclusion pest sighting.	100%
		b	% of incursion response plans[1] enacted within 5 working days of incursion confirmation.	100%

[1] Please see Otago Biosecurity Incursion Response Plan for detail.

3. Eradication Pest Programme

3.1 Bennett's wallaby

Objective: Reduce all infestations of Bennett's wallaby to zero levels within the Otago region to prevent adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Undertake incursion response.	a	Response[2] within 5 working days of a reported wallaby sighting.	100%
2	Collaborate with and participate in the national wallaby programme.	a	% of Operational Advisory Group meetings attended.	100%
		b	Fulfil requirements of MPI funding agreement.	100%

3.2 Rooks

Objective: Reduce all infestations of rooks to zero levels within the Otago region to prevent adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Undertake incursion response process.	a	% of investigations commenced within 2 working days of a suspected eradication pest sighting, to confirm an incursion.	100%
		b	% of incursion response plans enacted within 5 working days after incursion confirmed.	100%
2	Undertake monitoring.	a	Develop an annual Work Plan for monitoring of all known rookeries, prior to July 2025.	1
		b	100% of known sites monitored as described in the annual Work Plan.	100%
3	Raise awareness.	a	% of communication, education, and awareness initiatives completed as described in the annual Work Plan.	100%

3.3 Spiny broom

Objective: Reduce all infestations of spiny broom to zero levels within the Otago region to prevent adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Undertake incursion response.	a	% investigations commenced within 2 working days of a suspected exclusion pest sighting, to confirm an incursion.	100%

[2] Response includes any form of classification and field visit

		b	% incursion response plans enacted within 5 working days of confirmation of incursion.	100%
2	Undertake monitoring.	a	Develop an annual Work Plan for monitoring of spiny broom at known sites, prior to July 2025.	1
		b	% of known sites monitored as described in the annual Work Plan.	100%
3	Facilitate control.	a	Where spiny broom is found at a known sites as identified in the annual Work Plan, control of those plants is undertaken prior to the next seeding event occurring.	100%
4	Raise awareness.	a	% of communication, education, and awareness initiatives completed, as described in the annual Work Plan.	100%

4. Progressive Containment Pest Programme

4.1 Wilding conifers

Objective: Progressively contain and reduce the geographic extent of wilding conifers within the Otago Region to minimise adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Implement regional wilding conifer strategy.	a	% of actions from the regional strategy commenced within specified due timeframes.	100%
2	Collaborate with and participate in the national wilding conifer programme.	a	% of Operational Advisory Group meetings attended.	100%
		b	% of requirements of MPI funding agreement fulfilled.	100%

4.2 African love grass

Objective: Progressively contain and reduce the geographic distribution or extent of African love grass (ALG) at known sites within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Undertake monitoring.	a	Develop an annual Work Plan for monitoring of known ALG sites prior to July 2025.	1
		b	% of known ALG sites monitored as described in the annual Work Plan.	100%
2	Facilitate control.	a	In any site, where ALG is found and where control is determined to be required, control is undertaken prior to the next seeding event occurring.	100%

4.3 Nassella tussock

Objective: Progressively contain and reduce the geographic distribution or extent of Nassella tussock at known locations within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Undertake inspections.	a	Develop an annual Work Plan for inspections of known Nassella tussock sites prior to July 2025.	1
		b	% of known sites inspected as described in the annual Work Plan.	100%
2	Facilitate control.	a	In any new sites, where Nassella tussock is found, appropriate actions are undertaken to facilitate control to the required level for Nassella tussock in Otago.	100%

		b	Where a new site is identified, re-inspections will occur within required timeframes to ensure appropriate control is being undertaken.	100%

4.4 Old Man's Beard

Objective: Progressively contain and reduce the geographic distribution or extent of old man's beard (OMB) within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Undertake inspections.	a	Develop an annual Work Plan for inspections in known OMB sites in Otago, where those sites intersect with areas of identified high-value biodiversity, prior to July 2025.	1
		b	% of known sites inspected, as described in the annual Work Plan.	100%
2	Facilitate control.	a	In any new sites, where old man's beard is found, appropriate actions are undertaken to facilitate control to the required level for OMB in Otago.	100%
		b	Where a new site is identified, re-inspections will occur within required timeframes to ensure a control is being undertaken.	100%

4.5 Spartina

Objective: Progressively contain and reduce the geographic distribution or extent of spartina within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Undertake monitoring.	a	Develop an annual Work Plan for monitoring of known spartina sites in Otago, prior to July 2025.	1
		b	% of known sites monitored, as described in the annual Work Plan.	100%
2	Facilitate control.	a	In any site, where spartina is found, facilitate control to occur with landowner or external agencies prior to the next seeding event occurring.	100%
3	Remote sensing.	a	Undertake an investigation into the use of remote sensing for spartina with a view to create efficiencies within the programme by 30 June 2026.	1

4.5 Containment Pest Plants

Objective: Progressively contain and reduce the geographic distribution or extent of bomarea, boneseed, bur daisy, cape ivy, perennial nettle and white-edged nightshade within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

Deliverable		KPI		Target
1	Undertake inspections.	a	Develop an annual Work Plan for known containment pest plants in Otago, prior to July 2025.	1
		b	% of known sites inspections, as described in the annual Work Plan.	100%
2	Facilitate control.	a	In any new sites, where containment pest plants are found, appropriate actions are undertaken to facilitate control to the required level for containment pest plants in Otago.	100%
		b	Where a new site is identified, re-inspections will occur within the required timeframes to ensure control is being undertaken.	100%

5. Sustained Control Pest Programme

5.1 Feral Rabbits

Objective: Implement sustained control of feral rabbits to ensure population levels do not exceed Level 3 on the Modified McLean Scale to minimise adverse effects on production and environmental values within the Otago region.

Deliverable		KPI		Target
1	Undertake inspections.	a	Develop an annual Work Plan for rabbit inspections in Otago, prior to July 2025.	1
		b	% of sites inspected, as described in the annual Work Plan.	100%
2	Facilitate control.	a	In any inspected site, where rabbit control is required, appropriate actions are undertaken to facilitate control to at or below MMS 3 for rabbits in Otago.	100%
3	Community rabbit programme.	a	Develop an annual Work Plan for community rabbit programmes in Otago, prior to July 2025.	1
		b	% of community rabbit programmes where landowner engagement is undertaken as per the annual Work Plan.	100%
		c	Seek approval from Council to include a funding stream through the ECO Fund process to support rabbit management	1
		d	Allocate Council approved funding to eligible and successful ECO Fund applications by 30 June 2026.	100%
4	Review rabbit management programme	a	Review rabbit management programme (including associated community rabbit programme) to determine effectiveness and identify improvements by 30 February 2026	1 report
		b	Findings of rabbit management review to be presented to Council by 30 June 2026.	1

5.2 Gorse and broom

Objective: Implement sustained control of gorse and broom to ensure land that is **free** of gorse or broom or **being cleared of** gorse or broom does not become infested, to prevent adverse effects on production values and economic well-being.

Deliverable		KPI		Target
1	Undertake inspections.	a	Develop an annual Work Plan for gorse and broom inspections in Otago, prior to July 2025.	1
		b	% of known sites inspections, as described in the annual Work Plan.	100%

2	Facilitate control.	a	In any monitored site, where gorse and/or broom control is determined to be required, appropriate actions are undertaken to facilitate control to the required level for gorse and/or broom in Otago.	100%
3	Remote sensing.	a	Undertake an investigation into the use of remote sensing for gorse and broom with a view to create efficiencies within the programme by 30 June 2026.	1

5.3 Russell Lupin

Objective: Implement sustained control of the extent of Russell lupin and wild Russell lupin within specified distances from waterways and property boundaries to preclude establishment of wild Russell lupin and to prevent adverse effects on environmental values.

Deliverable		KPI		Target
1	Undertake monitoring.	a	Develop an annual Work Plan for Russell lupin monitoring in Otago, prior to July 2025.	1
		b	% of known sites monitored, as described in the annual Work Plan.	100%
2	Facilitate control.	a	In any site, where Russell lupin control is determined to be required, appropriate actions are undertaken to facilitate control to the required level for Russell lupins in Otago.	100%

5.4 Ragwort & Nodding Thistle

Objective: Implement sustained control of nodding thistle and ragwort on rural-zoned land within specified distances of property boundaries throughout the Otago region (Good Neighbour Rules; 'GNR') to prevent their spread to minimise adverse effects on production values and economic well-being.

Deliverable		KPI		Target
1	Respond to enquiries.	a	Respond to GNR enquiries around ragwort and nodding thistle within 10 working days.	100%

5.5 Biocontrol

Objective: Implement sustained control of nodding thistle and ragwort on rural-zoned land within specified distances of property boundaries throughout the Otago region (Good Neighbour Rules; 'GNR') to prevent their spread to minimise adverse effects on production values and economic well-being.

Deliverable		KPI		Target
1	Implement biocontrol.	a	Develop an annual Work Plan for biocontrol activities in Otago, prior to July 2025.	1

		b	Implement biocontrol in approved sites as described in annual Work Plan.	100%
		c	Provide an annual summary of biocontrol activities undertaken for control of pest plant species, in Otago.	1

6. Site-Led Pest Programme

6.1 Otago Peninsula | West Harbour & Mount Cargill | Quarantine & Goat Islands

Objective: Otago Regional Council will take a lead role in supporting community groups and agencies in bringing about the desired levels of environmental protection to these sites [Otago Peninsula (9,000 ha), West Harbour & Mt Cargill (12,500 ha) and Quarantine & Goat Islands].

Deliverable		KPI		Target
1	Prepare a plan.	a	Develop an annual Work Plan for site-led programmes, prior to July 2025.	1
2	Support the plan.	a	% stated activities in the Work Plan that were successfully supported by ORC.	100%

6.2 Lagarosiphon

Objective: To support LINZ in controlling lagarosiphon in the region's rivers and lakes by:

- Preventing its establishment in Lake Wakatipu and other regional water bodies
- Progressively reducing its spread in Lake Wanaka and the Kawarau River
- Undertaking sustained control in Lake Dunstan

Deliverable		KPI		Target
1	Facilitate monitoring and control.	a	Support LINZ in the management and control of lagarosiphon by ensuring that (contingent upon funding approval through the annual planning process) disbursements are made in accordance with the provisions outlined in the approved funding agreement.	100%
2	Raise awareness.	a	% of communication, education, and awareness initiatives for lagarosiphon through the 'Check, Clean Dry' Program completed, as described in the annual Work Plan.	100%

7. Monitoring & Surveillance

7.1 Freshwater

Objective:

To raise public awareness and identify and detect the presence of priority freshwater pest species by:

- Conducting targeted surveillance around the Otago region
- Ensuring the Freshwater Monitoring and Surveillance Plan remains current and effective by incorporating updated methods and target species
- Engagement with corbicula response at national level

Deliverable		KPI		Target
1	Undertake monitoring and surveillance of freshwater pests.	a	Update the Freshwater Monitoring and Surveillance Plan to include appropriate methods and include relevant freshwater pest species by 1 October 2025	1
		b	Undertake required monitoring of priority water bodies identified in the updated Freshwater Monitoring and Surveillance Plan to determine the presence of lagarosiphon and other freshwater pest species by 30 June 2026.	100%
2	Raise awareness.	a	% of communication, education, and awareness initiatives for freshwater pests through the 'Check, Clean Dry' Program completed, as described in the annual Work Plan.	100%
3	Sector engagement	a	Engage with corbicula and other responses through attendance of national level and cross regional level meeting attendance	100%

7.2 Marine

Objective:

To raise public awareness and identify and manage the presence of priority marine pest species by

- Developing a Marine Monitoring and Surveillance Plan for Otago
- Eradicate the Mediterranean Fanworm from Otago harbour
- Engagement with the sector on pathways management

Deliverable		KPI		Target
1	Undertake monitoring and surveillance of marine pests.	a	Co-development of a Marine Monitoring and Surveillance Plan with tangata whenua by 31 December 2025	1

		b	Deliver an incursion response plan to aim for eradication of the Mediterranean Fanworm by 30 June 2026	1
2	Raise awareness.	a	% of communication, education, and awareness initiatives for marine pests through the 'Protect your Paradise' Program completed, as described in the annual Work Plan.	100%
3	Sector engagement	a	Engage with the development of a sector position to pathways management through attendance of national and cross regional level meetings	100%

8. Glossary

For the purposes of this operational plan, the following definitions are provided. Further definitions can be found in the RPMP and the ORC Biosecurity Compliance and Enforcement Policy.

Active: A site currently being managed through a compliance pathway.

Annual Work Plan: A detailed description of how selected pests will be targeted to achieve the objectives of the RPMP.

Assessment: An inspection or monitoring visit.

Boundary: A line in a geographical space the delineates the surface extent between two (or more) adjoining land parcels.

Compliant: When a rule in the RPMP is adhered to.

Default Action: Work undertaken by the management agency to carry out pest control when a 'Notice of Direction' or 'Compliance Order' has not been complied with by an occupier, under section 128 of the BSA. The management agency can then recover costs and expenses reasonably incurred under section 129 of the BSA.

Known Site: A location that has a historical or current record of the pest being present. For ease of monitoring, a known site can include a buffer radius of up to 50 metres.

Inspection: A site visit (normally defined by a property) to determine compliance to RPMP rules undertaken by an authorised person as defined under the Biosecurity Act 1993.

Landowner: The same meaning as occupier in the Biosecurity Act 1993.

Land Parcel: A unique area of land, identified by the cadastral survey plan showing the legal boundaries, location, dimensions and area, along with the unique legal description (appellation).

Location: A geographical point on the surface of the earth. This will typically be identified by the GPS co-ordinates of northing and easting. For New Zealand, most common projections are the New Zealand Traverse Mercator or World Geodetic 1984).

Management Agency: The same meaning as in the Biosecurity Act 1993, specifically *"means the body specified as the management agency in a pest management plan or a pathway management plan"*. For the purposes of the RPMP and Operational Plan, Otago Regional Council is the management agency for pests to be controlled in the Otago region.

Management Plan: A landowner/occupier agreement to manage selected pests as explained in the respective monitoring plan.

Modified McLean Scale: A scale that assesses rabbit population levels (see RPMP, Appendix 2).

Monitoring: Work undertaken to determine the prevalence and/or trend of a pest. This will normally be in-person visit to a location but can use remote sensing tools. Monitoring differs from inspection in that no subsequent enforcement is undertaken.

Notice of Direction (NOD): Actions required under a notice issued pursuant to section 122 of the Biosecurity Act 1993. A NOD can require a person to take action to address pest plant or animal problems or to comply with a rule in an RPMP.

Occupier: see 'Landowner'.

Non-Compliance: Any breach in a RPMP rule, upon a formal inspection. Non-compliance is liable for enforceable under the provisions of the BSA. For clarification, a breach of a RPMP rule does not have to be widespread across a property and may relate to a single location (or a defined area) within a property. Due to the potential of spread, the whole property is deemed non-compliant even if the infestation is localised.

Operational Plan: A plan prepared by the Management Agency under Section 100B of the Act.

Pest: The same meaning as in the Biosecurity Act 1993: "an organism specified as a pest in a pest management plan."

Property: For the purposes of this plan, a property is an extent of land that is either [1] under unique ownership (whether individual, joint, partnership or corporate) or [2] is managed as a single operational entity. A property can be made up of one or more adjoining land parcels (see land parcel).

Surveillance: Work undertaken to determine the status (presence and extent) of pest species. This can be in-person or, increasingly, use remote sensing tools.

Surveillance Plan: Describes the approaches used to determine the presence, or extent, of pest species. A surveillance plan may cover a number of pest species.

Surrounding Area: A wider area surrounding a known site. This is variable depending on context of the pest but, at a minimum, includes all adjoining properties to the property with the pest infestation. A property is considered adjoining even if it is separated by a road, paper road, waterway or easement. A designated surrounding area does not prevent pest assessments from being carried out in non-surrounding areas.

Water Body: Fresh water in a river, lake, stream, pond, wetland, or aquifer, or any part thereof, that is not located within the coastal marine area.

Wilding Conifer: Wilding conifers are any introduced conifer tree, including (but not limited to) any of the species listed in Table 3 of the RPMP.

Zero Level / Zero Density: The pest is not detectable in an area; however the pest may continue to appear afterwards due to plant seed sources or animal migration from an unmanaged area.

Appendix

Appendix 1: Timeframes associated with Biosecurity Inspections

Compliance Type	Plants	Rabbits
Work Request	Three months; except six weeks for Old Man's Beard between Oct-Feb.	May-Dec: six months; Jan-Apr: three months
Notice of Direction	Three months; except six weeks for Old Man's Beard between Oct-Feb.	One year

Notes:

1. Where suitable, poisoning for rabbits is best in winter, hence the one-year timeframe for Notices of Direction ensures there is at least one winter to undertake control before re-inspection.
2. Timeframes are based on the date the letter was sent, not when the inspection was undertaken.
3. Re-inspections occur within a three-week period after the timeframe expires.

Otago Regional Council

Biosecurity Operational Plan 2024-2025



Implementing the Otago Regional Pest Management Plan 2019-2029

Executive Summary

Under the Biosecurity Act (1993), the Otago Regional Council (ORC) is the regional management agency responsible for biosecurity and pest control. To achieve this regulatory function, the ORC has developed the *Otago Regional Pest Management Plan 2019-2029* (RPMP) which sets objectives and rules for land occupiers to control pests to set levels. This Biosecurity Operational Plan annualises the objectives of the RPMP for the 2024-2025 financial year.

The ORC engages with occupiers and landowners who are ultimately responsible for pest management. To achieve practicable biosecurity outcomes, the ORC undertakes inspections (to ensure compliance with rules), monitoring (to determine the effectiveness of control) and surveillance (identifying new issues and trends). The ORC undertakes advocacy and education around pest threats, pathways of pest spread and the provision of advice. Furthermore, the ORC delivers national programmes for the management of nationally significant pests (wallabies and wilding conifers).

This work is supported by close engagement with allied organisations involved in implementing and funding biosecurity across the region, including the Ministry for Primary Industries (MPI), Land Information New Zealand (LINZ), the Department of Conservation (DoC), Kāi Tahu, other councils and community groups.

Under the RPMP, pest management is classified into five programmes.

1. **Exclusion pest programme:** to prevent the establishment of six high threat pest plants in the region.
2. **Eradication pest programme:** to proactively eradicate spiny broom, Bennett's wallaby and rooks from the region.
3. **Progressive containment pest programme:** to contain or reduce the geographic distribution of 11 pest plants (or groups of plants) across the region.
4. **Sustained control pest programme:** to enforce ongoing control of rabbits and five widespread pest plants to reduce their impact.
5. **Site-led pest programmes:** listed pests are managed as deemed appropriate for the values of the stated location.

This Operational Plan is the final iteration under the current Long-Term Plan and is a continuation of the same approaches. Where necessary, changes have been made from the previous 2022-23 Operational Plan based on lessons learnt to improve efficiency and effectiveness.

As part of the continuation, this Operational Plan retains the priority pests from the previous Operational Plans, covering one programme and four pests:

- Exclusion pest programme
- Feral rabbits
- Bennett's wallaby
- Wilding conifers
- Lagarosiphon

The exclusion programme and four pests are of concern to local communities and have heightened adverse effects (current or future) on environmental, economic and social grounds.

Table of Contents

Executive Summary ..... **ii**

Table of Contents ..... **iii**

1. Introduction **1**

1.1 Background 1

1.2 Operational plan purpose, duration and linkages 1

2. Summary of Regional Pest Management Plan **2**

2.1 Pest management programmes 2

2.2 Methods of Action – how pest management will be enacted 2

2.3 Regional Priority Pests 3

2.4 Operational Plan Reporting 4

3. Implementation of the Operational Plan **5**

3.1 Exclusion pest programme 5

3.2 Eradication pest programmes 5

3.2.1 Bennett's wallaby *5*

3.2.2 Rooks *6*

3.2.3 Spiny broom *6*

3.3 Progressive containment pest programmes 7

3.3.1 Wilding conifers *7*

3.3.2 African love grass *7*

3.3.3 Nassella tussock *8*

3.3.4 Old Man's Beard *8*

3.3.5 Spartina and six containment pest plants *8*

3.4 Sustained control pest programmes 9

3.4.1 Feral rabbits *9*

3.4.2 Gorse and broom *10*

3.4.3 Russell Lupin *10*

3.4.4 Nodding thistle and Ragwort *10*

3.5 Site-led pest programmes 11

3.5.1 Otago Peninsula, West Harbour – Mount Cargill and Quarantine and Goat Islands 11

3.5.2 Lagarosiphon *11*

3.6 Integrated programmes 12

3.6.1 Shared Pest Programmes *12*

3.6.2 Pest Programme Engagement *13*

4. RPMP Administration **14**

4.1 Compliance and Enforcement Actions 14
5. Glossary 15
Appendix 17
Appendix 1: Timeframes associated with Biosecurity Inspections 17

Version Control

Version #	Date	Event/Changes made
1	23 May 2024	Submitted to Environmental Implementation Committee for consideration.
	26 June 2024	Approved by Otago Regional Council

Cover Photo

Duffers Saddle, Nevis Valley (Photo Credit: Gary Smith)

1. Introduction

1.1 Background

Under the Biosecurity Act 1993, the Otago Regional Council (ORC) developed the *Otago Regional Pest Management Plan 2019-2029* (‘**the RPMP**’). The RPMP is a statutory document that lists specific pests which have the greatest adverse effect on the environment and economy within Otago. In order to control, or eliminate, such adverse effects, the RPMP establishes rules that are legally enforceable. This provides a framework for the effective management of declared pests in the Otago region over the next decade. The RPMP sits alongside the non-statutory ORC Biosecurity Strategy which focuses on wider biosecurity issues including the collaboration with stakeholders to manage pests.

The key purpose of the RPMP is to outline how the identified pests will be managed to reduce or remove their threat to the environmental (e.g. ecosystem or species), economic (e.g. farming/forestry) and cultural/social (e.g. Māori and human health) values of the region. The RPMP allows the council to use relevant advice, service delivery, regulatory enforcement and funding provisions as provided by the Biosecurity Act.

The RPMP identifies 30 plants (or groups of plants) and 11 animals (or groups of animals) as pests. Except for specified pests, where the ORC may coordinate or undertake direct control, the responsibility for pest control rests with occupiers and landowners.

The responsibility of the ORC focuses on advocacy and education, supported by inspections, monitoring and surveillance. As the designated Management Agency under the Biosecurity Act, the ORC enforces the RPMP rules to ensure occupiers and landowners are aware of and meet their obligations for pest management on their properties by adhering to RPMP rules. In addition, the ORC delivers national programmes for the management of nationally significant pests (wallabies and wilding conifers). This is further supported through various community groups that are actively involved in pest management (e.g. wilding conifer trusts, Predator Free Dunedin, community rabbit programmes).

1.2 Operational plan purpose, duration and linkages

Under the Biosecurity Act, the ORC is required to prepare an annual Operational Plan that implements the RPMP. The Operational Plan is a publicly available document and is reported on each year to Council.

This document *(the Biosecurity Operational Plan 2024-2025)* outlines the nature, scope and priority activities that ORC intends to undertake for pest management across the Otago region for the financial year 1st July 2024 through to 30th June 2025.

The Operational Plan presents what will be delivered during the 2024-2025 financial year in terms of focus areas and the associated actions to implement the RPMP. For context, it is important the Operational Plan is read in conjunction with the RPMP. The ORC Biosecurity and Biodiversity Strategies and wider catchment management planning also provides additional context to the Operational Plan.

2. Summary of Regional Pest Management Plan

2.1 Pest management programmes

The RPMP is implemented through five pest management programmes[1], as summarised below.

1. **Exclusion:** This programme is to ensure specific pests that are present in New Zealand do not become established in Otago. Under Section 100V of the Biosecurity Act, there is provision to implement emergency controls for the incursion of any new pests that are not listed in the RPMP.
2. **Eradication:** This programme focuses on eradicating identified pests from the areas where they occur in the region. Eradication involves reducing the infestation of the pest to zero density.
3. **Progressive Containment:** This programme aims to contain and reduce the geographic spread of the listed pests to specific areas. Containment arises where the pest is at high densities in specific parts of the Otago region, but in low densities or limited range in other parts. While eradication is not feasible, it is realistic to contain the pest from spreading to other 'clear' parts of the region.
4. **Sustained Control:** This programme centres on the continuing control of the listed pests to reduce their impacts and spread to other properties. The emphasise is to manage the densities of the pests so they do not reach a level where they cause significant environmental impact. Sustained control is a strategy for pests with a wide geographical spread that they cannot feasibly be contained.
5. **Site-led:** This programme aims to exclude or – if present – eradicate, reduce or control, identified pests from specified locations.

2.2 Methods of Action – how pest management will be enacted

The ORC achieves pest management outcomes through the following methods and provision of resources.

1. **Advocacy and education:** ORC will provide education, advice and information to landowners and/or occupiers and the public about the impacts of pests and pathways (vectors) of pest spread and appropriate methods of control. The ORC will ensure land occupiers are informed of their responsibilities under the RPMP. This activity also includes contributing to research and cost-sharing with other agencies and developing/promoting 'good practice' around control methods aimed at pest management contractors and occupiers who are required to act.
2. **Inspection, monitoring and surveillance:** Regular property inspections ensure that RPMP rules are being adhered to. The focus is to achieve voluntary compliance first before enforcement action is initiated. Monitoring is carried out to determine effectiveness of control and to understand trends of infestations. Surveillance activities focus on protecting the region from the incursion of new pests.
3. **Collaboration:** ORC works with landowner/occupier groups and central and local government agencies to develop consistent approaches for the effective management of pests. This includes Land Information New Zealand (LINZ), Department of Conservation (DoC), Ministry of Primary Industries (MPI), neighbouring regional councils and community groups like Predator Free Dunedin, and wilding conifer trusts.

[1] As prescribed by the National Policy Direction for Pest Management 2015.

4. **Requirement to Act** *(regulation)***:** RPMP rules are the 'backbone' of the pest management. These rules require identified pests to be controlled to specified standards or levels. Failure to comply with RPMP rules can lead to enforcement action by ORC.
5. **Service delivery:** This is achieved through the delivery of national programmes (wildings and wallabies) and the provision of direct control where special expertise is required that is beyond the capability of the land occupier to arrange. Service delivery includes providing appropriate control tools (e.g. traps, spraying, shooting) and the approved release of biological control agents.

2.3 Regional Priority Pests

Continuing from the previous years, the Operational Plan has a focus on one pest programme and four priority pests. These pests are selected due to their high community interest, environmental impact, economic impact, supporting national programmes and the need to invest in long-term sustained action. Table 1 provides further details of the specific pests.

Table 1: Focus area pests

Pest	Programme	Reason to Prioritise
Exclusion Pests	Exclusion	Exclusion of pests not established in Otago is a critical responsibility of the RPMP. To ensure new pests are excluded there is a need to develop and implement a proactive surveillance approach. This will identify pathways of potential spread (e.g. product movement).
Feral rabbits	Sustained Control	Feral rabbits generate significant ecosystem damage to the environment and production systems within Otago. Feral rabbits terraform a landscape. The Ministry of Primary Industries estimate production-related losses exceed $50 million per year, on top of control expenses of $25 million. Other losses include destruction of habitat for indigenous flora and fauna, changes to landscape value and impacts on social activities.
Bennett's wallaby	Eradication	Wallabies are an ever-present threat due to their high numbers in neighbouring South Canterbury. As wallabies present a significant threat to the ecosystem and a production risk to the economy, it is imperative that they are prevented from establishing a foothold in Otago.
Wilding conifers	Progressive containment	Wilding conifers interfere with ecosystems where they can shade out native species. This has consequential effects on the wider environment, especially water availability. From a social perspective, they interrupt Otago's iconic landscape and present a fire risk to farmlands and communities. If not controlled, they will significantly change the landscape, hydrological cycle and conservation values, especially high country, tussock grasslands and alpine catchments.
Lagarosiphon	Site-led programme	Lagarosiphon is an aquatic plant pest that threatens the aquatic environment. It is fast growing, displacing and shading out aquatic native plants. Thick areas of lagarosiphon disturb water flows and

		cause localised deoxygenation of water changing the aquatic ecosystem for animals. Lagarosiphon blocks water bodies, resulting in negative visual effects, reduces recreational activities and chokes water supply intakes. If lagarosiphon is left uncontrolled, large beds can form and wash ashore, leaving an unpleasant heap to decay.

2.4 Operational Plan Reporting

As the lead management agency, ORC is responsible for reporting on activities and progress during the year. The ORC is required by Section 100B of the Biosecurity Act 1993 to *"prepare a report on the operational plan and its implementation not later than 5 months after the end of each financial year"*. This report is provided to the Minster of Biosecurity and is made available to the public through reporting to Council and on ORC's website.



Blueskin Bay (Photo Credit: M. Boardman)

3. Implementation of the Operational Plan

3.1 Exclusion pest programme

Regional Focus Programme

The exclusion pest programme is to prevent the establishment of a specified pest that is present in New Zealand but not yet in the Otago region which could have potential adverse effects on economic well-being and environmental values. While the RPMP lists six exclusion pests, under Section 100V of the Biosecurity Act, there is provision to implement emergency controls for any incursion of a new pest that are not listed in the RPMP.

Objective

Over the duration of RPMP, preclude establishment of African feather grass, Chilean needle grass, egeria, false tamarisk, hornwort and moth plant within the Otago region to prevent adverse effects on economic well-being and environmental values.

Deliverable	KPI	Target
Engage with neighbouring regional councils on pest threats not currently present in Otago.	# of meetings with neighbouring regional councils on exclusion pest threats.	6
If the presence of an exclusion pest (or other unwanted pests) is confirmed, response actions completed as per the incursion response plan.	% of response actions completed within the required timeframes as set out in the incursion pest response plan for each confirmed sighting (assessed by checklist).	100%

3.2 Eradication pest programmes

The eradication programme focuses on three pest species in the region. They belong in this programme as their infestation levels are considered low enough for eradication to be feasible in the long-term (over the 10-year duration of the RPMP). The pests include one marsupial (Bennett's wallaby), a bird (rook) and a plant (spiny broom). Implementation of management programmes for each pest is described separately in the following subsections due to the different approaches taken.

3.2.1 Bennett's wallaby

Regional Focus Programme

Objective

Reduce all infestations of Bennett's wallaby to zero levels within the Otago region to prevent adverse effects on economic well-being and the environment.

Deliverable	KPI	Target
Classify all reported sightings of wallabies and determine appropriate control action when confirmed.	All sightings are classified to determine credibility[2] within three working days of receiving a report.	100%
	If presence is confirmed, a decision on appropriate control action is decided within a further two working days.	100%
Collaborate with and participate in the national wallaby programme.	% of Operational Advisory Group meetings attended.	100%
	Fulfil requirements of MPI funding agreement.	100%
Engage with Environment Canterbury on Wallaby control.	# of meetings or visits with Environment Canterbury on wallaby control.	4

3.2.2 Rooks

Objective

Reduce all infestations of rooks to zero levels within the Otago region to prevent adverse effects on economic well-being and the environment.

Deliverable	KPI	Target
Undertake monitoring visits of known rookeries	# of known rookeries monitored	50
Classify all reported sightings of rooks and determine appropriate control action when confirmed.	All sightings are classified to determine credibility within three working days of receiving a report.	100%
	If presence is confirmed, a decision on appropriate control action is decided within a further two working days.	100%

3.2.3 Spiny broom

Objective

Reduce all infestations of spiny broom to zero levels within the Otago region to prevent adverse effects on economic well-being and the environment.

Deliverable	KPI	Target
Undertake monitoring visits of spiny broom at known sites* and surveillance of surrounding areas.	# of monitoring and surveillance visits undertaken for spiny broom.	13

[2] There are three classifications: [1] Unreliable, [2] Reliable but unconfirmed and [3] Confirmed.

Determine appropriate control action when spiny broom is confirmed.	If presence is confirmed, a decision on appropriate control action is decided within five working days.	100%

* See glossary for definition of location, known sites and surrounding areas

3.3 Progressive containment pest programmes

The 11 pest plants (or groupings of plants) in this programme are reasonably well established in the region. While eradication is unlikely, it is an aim of the RPMP that pest densities can be progressively reduced.

3.3.1 Wilding conifers

Regional Focus Programme

Objective

Progressively contain and reduce the geographic extent of wilding conifers within the Otago Region to minimise adverse effects on economic well-being and the environment.

Deliverable	KPI	Target
Undertake assessments[3] of wilding conifers as guided by the regional wilding conifer strategy.	# of properties assessed for wilding conifer compliance.	50
Collaborate with and participate in the national wilding conifer programme.	% of Operational Advisory Group meetings attended.	100%
	Fulfil requirements of MPI funding agreement.	100%
Implement regional wilding conifer strategy.	% of actions from the regional strategy commenced within specified due timeframes.	100%
Support regional partnerships through funding community control groups.[4]	Funding disbursed as per agreements.	100%

3.3.2 African love grass

Objective

Progressively contain and reduce the geographic distribution or extent of African love grass at known sites within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

[3] An assessment is either a formal inspection or a monitoring visit.

[4] Currently partnerships are with Whakatipu Wilding Conifer Control Group, Central Otago Wilding Conifer Control Group and Upper Clutha Wilding Tree Group.

Deliverable	KPI	Target
Undertake monitoring visits of African Love Grass at known sites and surveillance of surrounding areas.	# of monitoring and surveillance visits undertaken for African Love Grass.	20
Determine appropriate control action when African love grass is confirmed.	If presence is confirmed, a decision on appropriate control action is decided within five working days.	100%

3.3.3 Nassella tussock

Objective

Progressively contain and reduce the geographic distribution or extent of Nassella tussock at known locations within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

Deliverable	KPI	Target
Undertake inspections or monitoring visits of Nassella tussock at known sites and surveillance of surrounding areas.	# of inspections, monitoring and surveillance visits undertaken for Nassella tussock.	38

3.3.4 Old Man's Beard

Objective

Progressively contain and reduce the geographic distribution or extent of old man's beard within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

Deliverable	KPI	Target
Undertake inspections for Old Man's Beard to support biodiversity outcomes across Otago.	% of Old Man's Beard inspections undertaken on properties with high biodiversity values.[5]	50%

3.3.5 Spartina and six containment pest plants

Objective

Progressively contain and reduce the geographic distribution or extent of bomarea, boneseed, bur daisy, cape ivy, perennial nettle, spartina and white-edged nightshade within the Otago region to minimise or prevent adverse effects on economic well-being and the environment.

[5] A property with high biodiversity values consists of:

[1] Any property that contains (whether fully or partially) a Significant Natural Area (SNA), a QEII covenant or land demarcated as 30% high biodiversity area (Leathwick, 2020).

[2] Any property that has a common boundary with a property defined by [1]

Deliverable	KPI	Target
Undertake inspections or monitoring visits of spartina at known sites and surveillance of surrounding areas.	# of inspections, monitoring and surveillance visits undertaken for spartina.	12
Determine appropriate control action when spartina is confirmed.	If presence is confirmed, a decision to initiate appropriate control action occurs within five working days.	100%
Undertake re-inspections for bomarea, boneseed, bur daisy, cape ivy, perennial nettle, and white-edged nightshade to ascertain compliance.	% of non-compliant properties re-inspected within set timeframes[6] for bomarea, boneseed, bur daisy, cape ivy, perennial nettle, and white-edged nightshade.	100%

3.4 Sustained control pest programmes

This programme covers well-established legacy pests that are present across Otago and many regions of New Zealand. Although eradication isn't viable, opportunities exist to prevent spread from infested areas to clear areas and to reduce 'externality impacts' on adjoining occupiers' values where those adjoining occupiers are motivated to undertake control.

3.4.1 Feral rabbits

Regional Focus Programme

Objective

Implement sustained control of feral rabbits to ensure population levels do not exceed Level 3 on the Modified McLean Scale in order to minimise adverse effects on production and environmental values within the Otago region.

Deliverable	KPI	Target
Undertake rabbit inspections to determine compliance.	# of rabbit inspections undertaken in non-community programme areas.	250
	# of rabbit inspections undertaken in community programme areas.	80
	% of non-compliant rabbit inspections re-inspected within set timeframes for compliance.	100%
Analyse trends in rabbit densities.	# of rabbit night count routes completed.	30
	# of fly traps routes monitored.	10
	Report on analysis of historical serological data completed by 30 November 2024.	1

[6] See Appendix 1 for set timeframes.

	# of peri-urban areas with fixed photo counts undertaken.	2
Engage with landowners in community rabbit programmes.	# of community rabbit programmes[7] where landowner engagement is undertaken.	5
Support community initiatives through Sustainable Rabbit Management Funding.	Funding round is oversubscribed with eligible applications.	Yes/No

3.4.2 Gorse and broom

Objective

Implement sustained control of broom and gorse to ensure land that is free of, or being cleared of, broom and gorse does not become infested (primarily in Central Otago and Queenstown Lakes districts) in order to prevent adverse effects on production values and economic well-being.

Deliverable	KPI	Target
Inspect gorse and broom free areas for gorse and broom infestation, including the use of remote sensing.	% of non-compliant properties re-inspected within set timeframes in gorse and broom free areas.	100%

3.4.3 Russell Lupin

Objective

Implement sustained control of the extent of Russell lupin and wild Russell lupin within specified distances from waterways and property boundaries to preclude establishment of wild Russell lupin and to prevent adverse effects on environmental values.

Deliverable	KPI	Target
Implement regional strategy on Russell lupin including communications plan.	% of actions completed by due date as described in the Russell lupin strategy.	100%
Stakeholder engagement implemented in one high risk catchment.	Action plan developed and presented to stakeholders.	1

3.4.4 Nodding thistle and Ragwort

Objective

Implement sustained control of nodding thistle and ragwort on rural zoned land within specified distances of property boundaries throughout the Otago region to prevent their spread in order to minimise adverse effects on production values and economic well-being.

[7] Active community rabbit programmes are located in Otago Peninsula, Moeraki, Lake Hayes, Gibbston and Queensberry.

Deliverable	KPI	Target
Respond to GNR complaints around nodding thistle and ragwort.	% of GNR complaints responded to within one month.	100%

3.5 Site-led pest programmes

The RPMP site-led programme is about protecting the environmental values at several named sites from the ravages of multiple pests. As a result, the management programme focuses on specific threats to each site and provides for the control of many pests, often those that are not managed elsewhere in the region (e.g. possums, rats).

The RPMP establishes four site-led programmes. For the Operational Plan three of them, Otago Peninsula, West Harbour-Mount Cargill and Quarantine and Goat islands (all within Dunedin City) are grouped, as the same six pest plant species and 15 pest animal species are managed generically across all three places. The fourth site-led programme concerns the LINZ-led management of lagarosiphon (oxygen weed), where different controls are implemented in different lakes. New site-led programmes will be considered via the RPMP in the future.

3.5.1 Otago Peninsula, West Harbour – Mount Cargill and Quarantine and Goat Islands

Objective

Otago Regional Council will take a lead role in supporting community groups and agencies in bringing about the desired levels of environmental protection to these sites [Otago Peninsula (9,000 ha), West Harbour-Mt Cargill (12,500 ha) and Quarantine and Goat Islands].[8]

Deliverable	KPI	Target
Confirm site-led plans for the three terrestrial programme areas.	Site-led plan reconfirmed by 30 September 2024.	1
Site-led programme plan implemented.	% of actions implemented by 30 June 2025.	100%

3.5.2 Lagarosiphon

Regional Focus Programme

Objective

To support LINZ in controlling lagarosiphon in the region's rivers and lakes by:

- Preventing its establishment in Lake Wakatipu and other regional water bodies
- Progressively reducing its spread in Lake Wanaka and the Kawarau River
- Undertaking sustained control in Lake Dunstan

[8] Refer to RPMP Objectives 6.5.4, 6.5.5 & 6.5.6 respectively for Otago Peninsula, West Harbour-Mt Cargill and Quarantine and Goat Islands

Deliverable	KPI	Target
Joint planning with LINZ and other stakeholders.	# of meetings attended with LINZ and other stakeholders.	4
Support LINZ in the management and control of lagarosiphon.	Funding disbursed as per agreement.	100%
Undertake summer monitoring of water users at designated sites.[9]	# of interactions in the 'Check, clean, dry' programme.	650
Undertake monitoring and inspections of freshwater pests.	# of bi-annual monitoring visits to priority water bodies[10] to determine the presence of lagarosiphon.	22
	# of sites monitored or inspected for freshwater pests.	40

3.6 Integrated programmes

While the RPMP has five defined programmes, aspects of these programmes are shared or interconnected, such as through associated analysis, common biodiversity outcomes and engagement with partners and stakeholders.

3.6.1 Shared Pest Programmes

The following are shared or interconnected deliverables related to achieving biosecurity outcomes, hence apply across the five RPMP programmes listed above.

Deliverable	KPI	Target
Undertake pest inspections or monitoring to progress biodiversity outcomes.	# of pest inspections or monitoring visits undertaken.[11]	1,500
Re-inspect non-compliant properties (or sites)[12].	% of non-compliant properties (or sites) re-inspected.	100%
Undertake monitoring visits to assess the efficacy of biocontrol agents	# of monitoring visits to sites where biocontrol agents are present	25
Prepare monitoring plans for selected pest species & biocontrol agents.	A set of monitoring plans completed by 31 October 2024.	1
Analyse pest trends based on inspection, monitoring and surveillance data.	Report on 'State of Pest Management in Otago' submitted to Council before 31 March 2025.	1

[9] This KPI is dependent on funding being confirmed from MPI.

[10] Manorburn, Poolburn, Butchers, Conroys, Falls and Fraser Dams, Pinders Pond, Blue Lake, Moke Lake, Bullock Creek and Albert Town stormwater detention ponds. They are monitored, at a minimum, twice a year. These sites are not overseen by other agencies.

[11] This target excludes rabbits which are listed above.

[12] Generally, pest compliance is done or a property basis however for some pests, the location is a site that is not a property (e.g. lagarosiphon)

Selected pests[13] (whose presence has been confirmed) are appropriately controlled.	Control actions for the selected pests are completed by 30 June 2025.	100%

3.6.2 Pest Programme Engagement

The management of pests extends beyond just the ORC. Due to this, it is essential to engage with partners and stakeholders to promote and achieve biosecurity outcomes. These engagements explain the rules as they pertain to these agencies, advocate for their increased action and for the agencies to have consistent biosecurity work programmes with the RPMP.

Deliverable	KPI	Target
Engage with crown agencies and territory authorities on pest management.[14]	# of communication engagements with listed agencies at least once annually.	10
Support and educate occupiers, landowners and community groups to undertake best practice pest control.	# of community events attended to support best practice pest management.	8
Develop an Otago Marine Biosecurity programme	Otago Marine Biosecurity Programme presented to Council by 30 June 2025	1
Collaborate with regional councils on freshwater and marine pests.	# of collaborations with other regional councils.	4
Collaborate with Kāi Tahu on biosecurity issues and support them to be involved in biosecurity initiatives.	# of collaborations with Kāi Tahu on biosecurity issues.	4
Undertake visits to pet shops and nurseries to advocate and inspect for biosecurity compliance.	# of pet shops or nurseries visited.	10

[13] The selected pests are the six exclusion pests, rooks, spiny broom, wallabies, African love grass and spartina.

[14] Namely MPI, DoC, LINZ, KiwiRail, Waka Kotahi, Territorial Authorities [WDC, DCC, CDC, CODC, QLDC]

4. RPMP Administration

4.1 Compliance and Enforcement Actions

As the RPMP is a rules-based approach to pest management, there is need to ensure actions are taken to ensure compliance. The specific approach to compliance and enforcement is covered in the ORC Biosecurity Compliance and Enforcement Policy. To achieve this, the following actions will be delivered.

Deliverables	KPI	Target
Provide occupiers and landowners with the declared pest status following an inspection.	% of occupier/landowner advised of inspection status within three weeks of the inspection.	75%
	% of occupier/landowner advised of inspection status within six weeks of the inspection.	100%
Continued non-compliance, as confirmed by enforcement criteria, is addressed through issuing a Notice of Direction	Any Notices of Direction are issued within 20 working days after re-inspection.	100%
Pest enquiries[15] are responded to in a timely manner as appropriate to the risk of the pest.	% of exclusion pest enquiries responded to within 24 hours.	100%
	% of eradication pest enquiries responded to within three working days.	100%
	% of all pest enquiries responded to within 10 working days.	100%

[15] Enquiries are defined as either 'reports, sightings, notifications and complaints.

5. Glossary

For the purposes of this operational plan, the following definitions are provided. Further definitions can be found in the RPMP and the ORC Biosecurity Compliance and Enforcement Policy.

Assessment: An inspection or monitoring visit.

Boundary: refers to a line in a geographical space the delineates the surface extent between two (or more) adjoining land parcels.

Compliant: refers to when a rule in the RPMP is adhered to.

Default Action: means work undertaken by the management agency to carry out pest control when a 'Notice of Direction' or 'Compliance Order' has not been complied with by an occupier, under section 128 of the BSA. The management agency can then recover costs and expenses reasonably incurred under section 129 of the BSA.

Known site: refers to a location that has a historical or current record of the pest being present. For ease of monitoring, a known site can include a buffer radius of up to 50 metres.

Inspection: means a site visit (normally defined by a property) to determine compliance to RPMP rules undertaken by an authorised person as defined under the Biosecurity Act 1993.

Landowner: has the same meaning as occupier in the Biosecurity Act 1993.

Land Parcel: is a unique area of land, identified by the cadastral survey plan showing the legal boundaries, location, dimensions and area, along with the unique legal description (appellation).

Location: refers to a geographical point on the surface of the earth. This will typically be identified by the GPS co-ordinates of northing and easting. For New Zealand, most common projections are the New Zealand Traverse Mercator or World Geodetic 1984).

Management agency: has the same meaning as in the Biosecurity Act 1993, specifically *"means the body specified as the management agency in a pest management plan or a pathway management plan"*. For the purposes of the RPMP and Operational Plan, Otago Regional Council is the management agency for pests to be controlled in the Otago region.

Management Plan: refers to a landowner/occupier agreement to manage selected pests as explained in the respective monitoring plan.

Modified McLean Scale: this scale assesses rabbit population levels (see RPMP, Appendix 2).

Monitoring: means work undertaken to determine the prevalence and/or trend of a pest. This will normally be in-person visit to a location but can use remote sensing tools. Monitoring differs from inspection in that no subsequent enforcement is undertaken.

Monitoring Plan: refers to a detailed description of how selected pests will be targeted to achieve the objectives of the RPMP.

Notice of Direction (NOD): means the actions required and notice issued pursuant to section 122 of the Biosecurity Act 1993. A NOD can require a person to take action to address pest plant or animal problems or to comply with a rule in an RPMP.

Occupier: see landowner.

Non-compliance: refers to any breach in a RPMP rule, upon a formal inspection. Non-compliance is liable for enforceable under the provisions of the BSA. For clarification, a breach of a RPMP rule does

not have to be widespread across a property and may relate to a single location (or a defined area) within a property. Due to the potential of spread, the whole property is deemed non-compliant even if the infestation is localised.

Operational plan: means a plan prepared by the Management Agency under Section 100B of the Act.

Pest: has the same meaning as in the Biosecurity Act 1993: "an organism specified as a pest in a pest management plan."

Property: For the purposes of this plan, a property is an extent of land that is either [1] under unique ownership (whether individual, joint, partnership or corporate) or [2] is managed as a single operational entity. A property can be made up of one or more adjoining land parcels (see land parcel).

Surveillance: means work undertaken to determine the status (presence and extent) of pest species. This can be in-person or, increasingly, use remote sensing tools.

Surveillance Plan: describes the approaches used to determine the presence, or extent, of pest species. A surveillance plan may cover a number of pest species.

Surrounding area: means a wider area surrounding a known sites. This is variable depending on context of the pest but, at a minimum, includes all adjoining properties to the property with the pest infestation. A property is considered adjoining even if it is separated by a road, paper road, waterway or easement. A designated surrounding area does not prevent pest assessments from being carried out in non-surrounding areas.

Water body: means fresh water in a river, lake, stream, pond, wetland, or aquifer, or any part thereof, that is not located within the coastal marine area.

Wilding conifer: wilding conifers are any introduced conifer tree, including (but not limited to) any of the species listed in Table 3 of the RPMP.

Zero level/zero density: where the pest is not detectable in an area, however the pest may continue to appear afterwards due to plant seed sources or animal migration from an unmanaged area.

Appendix

Appendix 1: Timeframes associated with Biosecurity Inspections

Compliance Type	Plants	Rabbits
Work Request	Three months; except six weeks for Old Man's Beard between Oct-Feb.	May-Dec: six months; Jan-Apr: three months
Notice of Direction	Three months; except six weeks for Old Man's Beard between Oct-Feb.	One year

Notes:

1. Where suitable, poisoning for rabbits is best in winter, hence the one-year timeframe for Notices of Direction ensures there is at least one winter to undertake control before re-inspection.
2. Timeframes are based on the date the letter was sent, not when the inspection was undertaken.
3. Re-inspections occur within a three-week period after the timeframe expires.

9.4. Integrated Catchment Management

Prepared for: Environmental Delivery Committee

Report No. GOV2515

Activity: Governance Report

Author: Libby Caldwell, Manager Environmental Implementation

Endorsed by: Joanna Gilroy, General Manager Environmental Delivery

Date: 5 June 2025

PURPOSE

[1] To provide an update on the Integrated Catchment Management (ICM) Programme and to seek approval for the rollout schedule for the next Catchment Action Plans (CAPs).

EXECUTIVE SUMMARY

[2] Progress has continued this quarter on the ICM Programme, specifically in transitioning into the delivery phase for the Catlins with projects commencing and in the Upper Lakes ICG workshops have focused on building content for the draft CAP and mid-way communications to the wider Upper Lakes Community on the work to date of the ICG. The Taiari CAP is in the pre-planning phase and work has begun on updating the existing stocktake and an analysis of interested parties to form an ICG.

[3] The ICM Team are ready to start pre-planning the next CAP and require endorsement on which landscape to focus on next. The recommendation is to start on a Dunedin Coast CAP, building on the momentum of the Te Awa Ōtakou issues and opportunities report.

RECOMMENDATION

That the Environmental Delivery Committee recommends that Council:

1) ***Approves Option 1*** *the CAP rollout order as provided in Table 3.*
2) ***Notes*** *this report and the progress made on the ICM programme in this quarter.*
3) ***Notes*** *the Terms of Reference adopted by the Catlins CAP Governance Group.*

BACKGROUND

[4] The ICM Programme has been underway since August 2022, when the ICM Working Group was established and the Catlins was selected by Council as the first CAP to be developed. The ICM Working Group meets every 2 months and provides input and guidance to the ICM Programme. The ICM Working Group is chaired by Cr McCall and includes representation from Cr Kelliher (alternate Cr Forbes) who were nominated when the CAP work began in the Upper Lakes and, more recently Cr Wilson who was nominated by Council in March 2025 as work is starting in the Taiari catchment.

[5] The ICM Programme provides the framework for the development of landscape scale CAPs. In August 2023, Council agreed to the order of the first three CAPs to be developed, that is Catlins, Upper Lakes and Taiari.

---

[6] In addition to the CAPs under the ICM Programme, ORC is a recipient of funding from the Ministry for Environment to employ a Catchment Group Planner. This role works with interested catchment groups to develop at scale CAPs. Using the same approach enables these smaller scale CAPs to be more easily incorporated into the larger landscape scale CAPs when they begin.

DISCUSSION

Current CAPs

[7] Table 1 provides a summary of progress of the current CAPs, including those facilitated via the Catchment Group Planner. The Catlins and Upper Lakes CAPs (or work to date) can be found online on the Hub – link is included in the table.

[8] The ICM Team is initiating a 'mid-way communication' step for CAPs. This communication will be undertaken when the ICG has drafted their vision, values, pressures and goals (the context or background for the action setting). The communication will be developed with the ORC Communications Team and disseminated through Council social media platforms and the member groups involved in the CAP development. The purpose of this is to maximise the opportunity for the wider community to be aware of or provide input to the CAP in development

Table 1: CAP progress summary

CAP	Status	Update 2nd quarter 2025
Catlins https://the-catlins-cap-orcnz.hub.arcgis.com/	Endorsed Nov 2024 Delivery phase	• The Catlins CAP Governance Group has met 3 times, adopted a term of reference (Attachment 1) and recommended projects for funding. • The next meeting is 16 June 2025. • Five projects have been recommended by the CAP Governance Group for funding through the direct funding provided by ORC – invasive mammals priority plan, invasive weeds management, farming engagement, hoiho protection, and possum monitoring. • Online dashboard tracking and monitoring for the Catlins CAP is being tested.
Upper Lakes https://upper-lakes-orcnz.hub.arcgis.com/	Development phase Draft due in August 2025	• Workshops 3, 4 and 5 addressed value health, pressure analysis, goals, and strategies. • Mid-way communication of the ICG and their work on vision, values, pressures and goals was disseminated and asked the wider community to provide any comments they may have on the work to date. • This wider community input will be collated and incorporated into the CAP.
Taiari	Pre-planning phase	• This CAP is being led through an ORC/DOC

		co-funded role hosted by Aukaha. This role reports to an existing Governance Group (mana whenua, ORC and DOC) who are in the process of determining if they have the mandate to oversee the CAP development. • Work has progressed on updating an existing stocktake of Taiari wide activities and developing a robust stakeholder analysis to inform the ICG formation. • A community hui to seek expressions of interest for the Taiari ICG is proposed for August 2025.
Lake Hawea	Finalised	• The Lake Hawea Stakeholder Group CAP has been finalised. • The Group will now decide on how they wish to communicate the CAP and commence implementing the actions.
Upper Taiari	Development phase	• The Upper Taiari Wai Catchment Group have met 4 times and have progressed to a draft CAP. • The draft CAP will be reviewed by the Group (and wider community) with any change to be incorporated by the end of June 2025.

Next CAPs

[9] The next CAP (once the Upper Lakes is completed) is yet to be decided. In August 2023, Council agreed to the first three CAPs to be developed – Catlins, Upper Lakes and Taiari. The next 6 were only agreed to "in principle" with the decision about next CAPs to be brought back to Council. The original list in order is in Table 2 below.

Table 2: Original proposed CAP rollout sequence – August 2023

Order	FMU / Rohe	Timing	FW Vision timeframe	Comment
1	Catlins	Oct 2023 – Oct 2024		Pilot
2	Upper Lakes (Clutha Mata-Au 1)	April 2024 – April 2025	2030	If later, misses opportunity for alignment with FWFP
3	Taiari	Oct 2024 – Oct 2025	2050	If later, misses opportunity for alignment with FWFP
4	Dunstan (Clutha Mata-Au 2)	April 2025 – April 2026	2045	Could go later, but need to maintain Clutha Mata-Au order
5	North Otago	Oct 2025 – Oct 2026	2050	Could go earlier or later, but this timing aligns with finishing of Te Hakapupu project
6	Manuherekia (Clutha Mata-Au 3)	April 2026 – April 2027	2050	Could go later, but maintain Clutha Mata-Au order

7	Dunedin and Coast	Oct 2026 – Oct 2027	2040	Could go later / last
8	Roxburgh (Clutha Mata-Au 4)	April 2027 – April 2028	2045	Could go earlier, but maintain Clutha Mata-Au order
9	Lower Clutha (Clutha Mata-Au 5)	Oct 2028 – Oct 2029	2045	Could go earlier, but maintain Clutha Mata-Au order

[10] The considerations underpinning the original rollout included:

a. Ki uta ki tai – from the mountains to the sea – beginning at the top of a catchment. This is particularly relevant for the rohe of the Clutha / Mata-au.
b. Mana whenua ability to resource the process – which influences the scale of CAPs.
c. Landscape information – population, size, land use, district councils etc.
d. An estimate of general 'readiness' to be involved in the CAP development process. This includes community and other projects currently underway as well as ORCs rollout of regulatory plans and processes that may prove barriers or opportunities for collaboration.
e. Environmental values and/or known pressures within that FMU or rohe that could be managed, mitigated or supported by a CAP.

[11] Since the original list there have been several changes to the regulatory framework which are no longer key considerations in the rollout sequence. These include the pause on freshwater farm plans, the delay in the Land and Water Regional Plan notification and possible changes to the National Policy Statement for Freshwater Management (NPSFM) regarding action plans.

[12] There are also some adjustments to timing and boundaries which will have consequential effects on the CAP development schedule and boundary scope. These are included in the revised Table 3 below. This proposed sequence of CAPs has been discussed and endorsed by the ICM Working Group and informed by Staff across ORC.

Table 3: Proposed new rollout with changes from original noted.

Proposed Order	**CAP name**	**Timing**	**Comment**
1	Catlins	Oct 2023 – Oct 2024	Done
2	Upper Lakes	Aug 2024 – Aug 2025	Underway
3	Taiari	Aug 2025 – Aug 2026	Underway
4	Dunedin	Sep 2025 – Sep 2026	Only the Dunedin component of the FMU is proposed. This builds on the report commissioned by Council in response to calls for collective action aimed at restoring the health of Otago Harbour. Also acknowledges the earlier timeframe for the freshwater vision.
5	North Otago	Sept 2026 – Sept 2027	Same order but a later start. It is possible this could start sooner but will depend on the level of staff support required for Taiari.
6	Dunstan and	Oct 2026 – Oct 2027	The Dunstan will need to be adjusted

	Roxburgh		as the Upper Lakes CAP area now includes approximately half the Dunstan rohe. It is suggested this CAP be combined with Roxburgh.
7	Lower Clutha and Coast	Oct 2027 – Oct 2028	Proposed to include the 'coast' portion of the Dunedin and Coast FMU into the Lower Clutha CAP.
8	Manuherekia	Nov 2027 – Nov 2028	The exemplar project is developing a Catchment Management Plan so will need to think about how the ICM programme works in with that.

OPTIONS

[13] Option 1 - The Committee recommends that Council approves the next CAPs roll out order as per Table 3. This option will provide certainty for groups about the roll out order and enable work to continue on the programme.

[14] Option 2 - The Committee recommends that Council approves an alternative CAP roll out order to what has been presented in Table 3. This option will still provide certainty for groups about the roll out order and enable work to continue on the programme. However, it may not achieve the intent of the order outlined in Table 3.

[15] Option 3 - the Committee recommends that Council only approve the top 2 or 3 (so 4, 5 and 6 in table 3) and re-visit the following CAPs in approximately 18 months.

CONSIDERATIONS

Strategic Framework and Policy Considerations

[16] There are no strategic framework and policy considerations for this paper.

Financial Considerations

[17] The ICM programme and the CAPs are included in the Long-Term Plan 2024 – 34, and budget is provided for them through the Annual Plan.

Significance and Engagement Considerations

[18] Mana whenua is included as partners in each CAP development and delivery.

Legislative and Risk Considerations

[19] There are no legislative and risk considerations for this paper.

Climate Change Considerations

[20] There are no specific climate change considerations for this paper. Each CAP will consider climate change impacts and how actions may be developed to mitigate the impact on the values identified.

Communications Considerations

[21] As part of the pre-planning for each CAP communications are developed to ensure a wide and diverse audience in the CAP area is included as appropriate.

NEXT STEPS

[22] The ICM Team will start planning work on the agreed next CAPs and this will be communicated to partners, stakeholders and the wider community.

ATTACHMENTS

1. Catlins CAP Governance Group Terms of Reference [**9.1.1** - 4 pages]

CATLINS CATCHMENT ACTION PLAN GOVERNANCE GROUP
TERMS OF REFERENCE

1. PURPOSE OF THE CATLINS CATCHMENT ACTION PLAN GOVERNANCE GROUP

The Catlins Catchment Action Plan Governance Group (CAPGG) is being formed to oversee the Catlins Catchment Action Plan (CAP) delivery. The CAP was collaboratively developed by the Catlins community and mana whenua in partnership with the Otago Regional Council. The CAP document outlines seven strategies which cover many aspects of the environment and natural resources in The Catlins. The scope of the plan is 10 years, and the area of the Catlins covered by the Catlins CAP is shown in **Error! Reference source not found.**.

The primary focus of the Catlins CAPGG is to monitor and support the delivery of the CAP. Under the current delivery model, the strategies have been prioritised, and sub-groups will develop and deliver projects that align with the strategies.

The Catlins CAPGG is not a delegated decision-making body of the Council nor is it a committee under the Local Government Act 2002.



Figure 1.The Catlins CAP Area

Document Version: 3.0

2. RESPONSIBILITIES OF THE CATLINS CATCHMENT ACTION PLAN GOVERNANCE GROUP

The Catlins CAPGG is responsible for:

- Providing direction and decision making for CAP delivery
- supporting the strategy groups and monitoring their progress,
- liaising with the ORC and other experts,
- participating in the CAP health check and five-year review

The Catlins CAPGG may also be involved in other activities such as:

- applying for funding to implement the plan.

3. MEMBERSHIP OF THE CATLINS CATCHMENT ACTION PLAN GOVERNANCE GROUP

The Catlins CAPGG will initially consist of members of the Catlins Integrated Catchment Group, who co-developed the CAP. This group's membership will be dynamic, and it is the Catlins CAPGG's responsibility to engage and include other members in the group as appropriate.

Tangata whenua representation on the Catlins CAPGG

Tangata whenua play a pivotal function. It is important that tangata whenua are part of the Catlins CAPGG in order to give effect to the principles of the Treaty of Waitangi. Tangata whenua representation on the group will reflect whakapapa connections to the Catlins.

The role of tangata whenua representatives includes:

- sharing and contributing to embedding culture in the Group's work
- bringing mātauraka and a Māori world view lense to the discussion
- seeking their rūnaka guidance, support and input where needed.

If a participant who is representing a papatipu rūnaka is unable to attend a meeting, they can opt to nominate an alternative delegate to ensure that the rūnaka voice is consistently kept present in the room. Additionally, if rūnaka representatives need to seek additional mātauraka mē tikanga they are enabled to seek this within their networks and bring other rūnaka members to the meeting as needed.

Support from the ORC

The ICM team will support the Catlins CAPGG on an ongoing basis. They will be responsible for:

- Booking and paying for meeting venue
- Seeking expert advice withing the ORC
- Minuting the meetings
- The upkeep of the online Catlins CAP hub
- Coordinating reviews of CAP (18 month and 5 year)

Practical Criteria

Members of the Catlins CAPGG should be able to contribute successfully to the group's work. Group members will be able to:

- Both explain their views clearly and listen to other people
- Seek common ground and focus on solutions
- Commit to participation in bi-monthly or quarterly meetings
- Be constructive and practical
- Be open to different viewpoints
- Consider and contribute to discussions.

4. GENERAL

Chairperson

The Group may elect co-chairs, ideally from diverse representation e.g. Community and mana whenua.

The role of the Chairpersons is to:

- Motivate and lead the Catlins CAPGG to achieve its objectives and deliverables within the agreed timeframes
- Ensure a fair and equitable group process
- Foster an atmosphere of enquiry, respect, open-mindedness, and group learning
- Identify risks and work with the ORC's ICM staff to mitigate risks and issues as they arise in a timely and outcome focused manner
- Ensure that the Catlins CAPGG operates within the Terms of Reference.

Membership and Quorum

The current membership of the Catlins CAPGG is listed below:

- Jenny Affleck
- Grant Bradfield
- Francesca Cunninghame
- Cody Hartvigsen
- Trevor Hewson
- Vincent Leith
- Wikitoria McNutt
- Rachel Napier
- Robyn Shanks
- Emma Shanks (to be confirmed)
- Tegan Sullivan
- Gavin White
- Kate Wilson
- Cheryl Pullar

Ideally, all Catlins CAPGG members can attend all meetings which will be organised to suit the majority of members. However, a quorum of half of members must be present (online or in person) to run a meeting.

Additional participants and non-attendance

It may be appropriate for additional participants to be present for meetings or become part of the Catlins CAPGG. It is the Catlins CAPGG's responsibility to engage and include other community members into the group as appropriate.

CCAPGG members are free to resign at any point. Additionally, if a member does not attend three meetings in a row without providing notice, they may be replaced. Should the membership of the Catlins CAPGG go below 10 members, the Chairperson should alert the Integrated Catchment Management Working Group for advice and support.

Decision Making

Decisions will be made by consensus where possible. A vote can be called by the group where consensus is not reached. In the event of a tied vote, the matter will be further discussed until consensus can be reached.

Dispute Resolution

Disputes will be referred to the ICM Working Group for resolution.

Conflict of Interest

Governance Group members are responsible for managing their own actual, perceived or potential conflicts of interest. Each member should identify whether they have a conflict of interest and discuss these with the chair. The Governance Group should then collectively agree on how a conflict of interest should be managed.

5. CAP REVIEW

This CAP is based on the principals of adaptive management, which recognises that knowledge of an ecosystem will always be incomplete, but incomplete knowledge cannot be a barrier to beginning work to protect and enhance the environment. Adaptive management plans are based on the best available evidence, from science, from mātauraka Māori and from evidence provided by the community.

Adaptive management requires plans to be monitored and reviewed regularly, to allow new information as well as the lessons from current iteration of the plan to be incorporated into future plans and practice.

The Catlins CAPGG will be involved with the CAP review, which will happen at the following milestones:

- 18-month health check (Winter 2026). The early stages following a plans' launch can feel slow with multiple new work streams and a new team learning to work together. The 18-month health check will assess which strategies are on track, which have yet to start, and which need small changes or extra support.

- 5-year evaluation review (2030). This is halfway through the scope of the plan and this review will be more thorough than the 18-month health check. It will monitor the progress and success of the strategies and reflect on the work to date. It will also re-examine the situation diagrams and theories of change on which the current plan is based.

9.5. Fresh Water Project Update

Prepared for:	Environmental Delivery Committee
Report No.	ENV2406
Activity:	Governance Report
Author:	Libby Caldwell, Manager Environmental Implementation; Sarah Irvine, Team Leader Project Delivery; Melanie White, Project Delivery Specialist - Freshwater and Biodiversity; Alison Turner, Land Management Advisor; Jennifer Lawn, Project Delivery Specialist - Freshwater and Biodiversity
Endorsed by:	Joanna Gilroy, General Manager Environmental Delivery
Date:	5 June 2025

PURPOSE

[1] This report provides an update on five water quality focused projects that Council is involved in.

EXECUTIVE SUMMARY

[2] Council is involved in the delivery of, or supporting the delivery of, a number of water quality driven projects across the region. This paper provides an update on these projects since the last update in November 2024.

RECOMMENDATION

That the Committee:

1) ***Notes** this report.*
2) ***Notes** the progress of implementation activities that are occurring on the water quality projects delivered by the community, partners and Council, as detailed in this report.*
3) ***Recommends** that the Council **approves** options 1 in regard to a funding application to MPI for further Hill Country projects.*
4) ***Notes** the implementation plans for Lake Tuakitoto (Attachment 1: Lake Tuakitoto Implementation Plan – FINAL) and Tomahawk Lagoon (Attachment 2: Tomohaka Tomahawk Lagoon Implementation Plan – FINAL).*

BACKGROUND AND DISCUSSION

[3] Detailed project background on all of these projects has been previously included in a paper presented to the Environmental Committee 7 November 2024 and is not repeated.

Toitū Te Hakapupu/ Pleasant River Project Update

[4] The $4.0m, MfE funded, Toitū Te Hakapupu/Pleasant River Catchment Restoration Project, with the objective of improving/protecting water quality in partnership with Kāti Huirapa Rūnaka ki Puketeraki, is progressing. The East Otago Catchment Group is represented in the Partnership Group for this project. The funding agreement with MfE

concludes on 30 June 2025. A summary table with targets and progress on meeting these targets to date is included below (Table 1).

Table 1: *Summary of Toitū Te Hakapupu project targets and progress on meeting the targets as of May 2025.*

Project Action	Final target	Progress to date
Planting natives for improved water quality.	92,000	79,000
Fencing to protect riparian areas and wetlands including the estuary.	39 km	37 km
Planting poplars to help reduce erosion in high-risk areas.	800 trees covering 32 Ha	Plants and guards ordered
Willow removal and replating with native plants	500 m river, both sides	Complete
Fish passage improvement for native migratory species to access spawning sites.	5 structures; two road fords modified; three culverts replaced	Complete
Sediment traps to prevent sediment from entering the river.	10 in succession on one priority property	Complete
Catchment Action Plan	Reflects community and rūnaka aspirations	Complete
Cultural Health Monitoring Kāti Huirapa Rūnaka ki Puketeraki	Connecting whānau with whenua	Complete
Capacity and Capability Plan Kāti Huirapa Rūnaka ki Puketeraki		Complete
Whitebait monitoring Kāti Huirapa Rūnaka ki Puketeraki	To assess impacts of fish passage improvement	Complete
Mahere whenua, mahere mauka: Hikaroroa/Mt Watkin Landscape Plan Kāti Huirapa Rūnaka ki Puketeraki	Tīpuna Mauka for Puketeraki ecological survey completed by Dunedin City Council	20 June
Owhakaoho sand spit ecological survey Kāti Huirapa Rūnaka ki Puketeraki	Culturally significant – early Kai Tahu occupation and mahika kai	Complete

[5] Since the last update, the project has achieved the following across key areas of: fish passage, willow control, sediment traps, planting and fencing. Since the last update, the project has achieved the following across key areas of fish passage, willow control, sediment traps, planting and fencing

Fish Passage

[6] To improve fish passage, culvert replacements took place at five priority sites in the catchment (Figure 1). In collaboration with Waitaki District Council, improvements were made to two road fords. Additionally, three culverts have been replaced on private farms. These works mean there are five structures that are no longer acting as fish passage barriers, supporting the ability for native fish including tuna (eel) and inaka (whitebait species) to access areas of the river which they were unable to previously.



Figure 1: *Location of five improved fish passage barriers. Circle icon: culvert replacement; Triangle icon: road ford improvements*

[7] At Brooklands Road ford, whitebait monitoring was carried out prior to and following the improvements. The results of the monitoring indicate that whitebait numbers increased from 20 to 600 over the course of two days, following improvement works. This is a massive win for indigenous migratory fish populations, such as tuna (eel) and inaka (whitebait species) in Te Hakapupu.



Photo: *New culverts in place at one of the three river crossings on farm.*

[8] A fish passage educational and advocacy day was held in collaboration with East Otago Catchment Group on March 20, 2025. This enabled contractors and landowners to see

how a culvert replacement installation might look and find out what the critical factors are in enabling fish passage when installing or replacing a culvert.



Photo: *Fish passage workshop showing critical steps in culvert replacement for fish passage.*

Willow Control

[9] Willow control has been completed along 500m of the Watkin tributary. This area will be replanted with native species before June 30, 2025.



Photo: *Willow removal from tributary to the Watkin River. Native replating will take place autumn 2025.*

Sediment Traps

[10] Sediment trap maintenance took place to empty a sequence of ten traps that filled up with sediment after the October 2024 storms. A total of 1087 cubic meters (equivalent to 12 average swimming pools) of sediment was held in the traps and was therefore prevented from moving down the river system and to the estuary. This is an ecological

success for the estuary and provides important learnings for sediment management. The reduction in sediment entering the river and estuary are the objectives of the project.



Photo: *Old sediment trap reinstated May 2024*.



Photo: *The same sediment trap as above, before maintenance February 2025. This one trap alone captured 230 cubic metres of sediment in one storm.*

Planting and Fencing

[11] The 2025 planting season is underway with the Aukaha field team aiming to plant a further 25,000 plants by June 30, 2025.

[12] Total fencing completed to date is 36.8km, including 28.8 km of riparian fencing and 8 km of stock proof wetland fencing, which means the entire perimeter of the estuary is now fenced to protect Te Hakapupu regionally significant wetland. An additional 2.6 km

is currently underway which will bring the total fencing to 39.4 km at the completion of the project.

[13] A public planting day was hosted on May 18, 2025. This was an opportunity to celebrate project achievements and for landowners, contractors, iwi partners and community to come together for kai and planting.

Kāti Huirapa Rūnaka ki Puketeraki

[14] Kāti Huirapa Rūnaka ki Puketeraki have involved up to ten Rūnaka members directly working on the project at times as well as a project coordinator. Rūnaka activities completed since November 2024 include:

a. The nursery has produced a further 15,000 plants.
b. The video story has been progressed to share project achievements and highlights for the rūnaka.
c. Active involvement in improving the fish passage barrier at Brooklands Road ford and whitebait monitoring prior to fish passage works to set a baseline so changes can be estimated in future.
d. Landscape Plan for the northern slopes of Hikaroroa/Mt Watkin, the mauka tīpuna in the Puketeraki kaik. The landowner has agreed to set aside this land for public access and restoration activities in partnership with Puketeraki.
e. An ecological survey has been undertaken at a highly significant site, Owhakaoho sand spit, at the mouth of the estuary. This will guide restoration efforts for the rūnaka into the future.

Project Succession Planning and The Catchment Action Plan

[15] In the reporting period, Otago Catchment Community Inc facilitated two succession planning workshops in April 2025. These were well attended by Kāti Huirapa Rūnaka ki Puketeraki, East Otago Catchment Group and the community. A succession plan reflecting workshop key points will be developed and delivered by June 15, 2025, to guide ongoing momentum of the project into the future. The final succession plan will be presented to Council in August 2025 as part of a paper which wraps up the Jobs for Nature funded projects that Council has held funding for.

[16] The Catchment Action Plan is now under final review with Puketeraki. It was used to help shape succession planning and will be presented to Council in August 2025 as part of a paper which concludes the Jobs for Nature funded projects that Council has held funding for.

[17] MfE staff have indicated that a project variation can be developed to extend the project for one year and provide bridging funding of $80,000 to support East Otago Catchment Group to deliver a Pest Management Strategy and one part time staff member. This will become official once the deed variation has been agreed and signed off, due to take place before June 30, 2025. This deed will need to be signed by two Councillors as per delegations.

Hill Country Erosion Project

[18] June 2025 marks the midway point of a four-year hill country erosion project, jointly funded by the Ministry for Primary Industries/ Te Uru Rākau (MPI) and Council. Objectives for the Hill Country Erosion Project are to:

a. Increase knowledge of hill slope erosion
b. Improve engagement with mana whenua and landowners on ways to address hill country erosion
c. Identify and mitigate hill slope erosion in priority areas

[19] The project remains aligned with and delivering on the MPI agreement project milestones (Table 2).

Table 2. *Milestone progress for the period November 2024 – May 2025*

MPI Agreement Milestone	**Progress/Date completed**
Two erosion control plans developed for landowners in "targeted areas"	Completed December 2024. Five additional plans are being developed in conjunction with farmers receiving poplar seedlings in the Te Hakapupu catchment.
Engagement- Two workshops	February 20th MPI led a *Growing Native Forests* workshop held at Waikouaiti. This was well attended and included two Hill Country Erosion presentations: 1. An external Project Advisor from Land and Forest Consultants presented on the role that forestry trees, poplars and willows can have in mitigating erosion. 2. Council Land Management Advisor presented on options for using native trees for erosion management. Hill Country Erosion and Soils field-based training delivered by an external Project Advisor from Land and Forest Consultants for Council staff on March 28, 2025. Council supported several East Otago landowners to apply for funding from Otago Community Catchment Inc to attend the planned Poplar and Willow Trust run workshop for Gore in March. This event was cancelled but Council staff are investigating alternative options.
Digitize existing Council soil and water farm plans in target areas	Mostly completed 2024, ongoing.
Develop criteria for selecting pilot project sites.	Completed with input and advice from the Hill Country Erosion Technical Advisory Group. There is landowner interest and support for pilot sites to be developed, but no identified funding for this, at this stage.
Ongoing engagement activities as per Otago Regional Erosion Control strategy	Engagement activities have been ongoing, with a focus on providing advice to landowners. Council engagement work is well supported by the Communications Team and has resulted in an increase in queries for support with farm erosion challenges.

Key activities to support the project objectives

[20] The project continues to make progress towards the project objectives (Table 3).

Table 3. *Progress towards the Objectives of the Hill Country Erosion Project (November 2024 – May 2025).*

Project Objectives	Progress/date completed
In conjunction with the Toitū Te Hakapupu/ Pleasant River project, Council is supporting five landowners, in the project area, with erosion control advice and poplar seedlings (rooted cuttings) for erosion control planting (funded by the Te Hakapupu project).	Seedlings and plant protectors ordered for delivery and planting June/July 2025. Advice and support for participating landowners will continue, along with monitoring the planting to determine how effective seedling poplars are in terms of both plant survival and erosion mitigation.
The Te Awa Koiea pilot project (site near Seacliff) is progressing, with a management agreement for fencing and planting currently in the process of being signed. The project design is focused on erosion control planting that combines mātauraka and evidence backed erosion control planting, in conjunction with a landowner-led restoration and wetland planting plan. There is a meeting house on site, designed for local community hui, and the intent is that this will be a place where manuhiri can come for a range of education opportunities, including sharing the hill country erosion/ land restoration project with the wider community.	Aiming to have fencing completed by 30 June 2025, with first planting to take place July/August 2025.
Interest in the benefits of native and endemic plants in reducing erosion risks in hill country areas is growing, with particular interest from several Otago landowners wanting to trial the Tīmata method (space planting of kānuka/mānuka). Current trials and research are North Island based and it would be beneficial to implement trials in Otago. There is currently no funding avilable through the project to support this.	Seeking funding opportunities.
Land & Forest Consultancy continues to provide respected and informed advice for landowners, working alongside the Council Land Management Advisor to also support training for staff and landowners.	Funding for this ends June 2025. No further funding identified for external advisors.



Photo: *Council staff attend Field-based Soils and Hill Country Erosion training*

[21] MPI have signaled that applications for further funding will open in 2026. Funding applications can be made for four-year blocks. While Otago is new to this programme, other Councils have a longer investment in hill country erosion work. Table 4 provides some examples of what can be achieved with sustained and increased funding. The potential for Council to apply for additional funding will be progressed over the next reporting period and brought back to Council as needed.

Table 4: *Examples of Regional Councils that have received Hill Country Erosion Funding from MPI and output examples*

Council	First Funded	Total MPI contribution	Annual output example
Horizons Regional Council	2007 (& now on their 6th round)	$28.69 million	In 2024: 379 hectares of land protection (fencing, sediment traps, reversion of pasture to native cover, afforestation, poplar and willow planting @ 36,000 poles) LUC mapping completed over 11,000 hectares of land.
Environment Canterbury	2019 (and now on their 2nd round)	$3.74 million	In 2020: 2000 poplars planted (sourced from ECAN nursery, and >200 hectares of native bush retired
Otago Regional Council	2023	$0.43 million	In 2024: Otago Erosion Control Strategy completed. Mapping and Otago wide prioritization for hill country erosion underway. Engagement with landowners underway.

[22] The current Council funding allocation is focusing predominantly on planning, advice and engagement. Future funding opportunities will be available, and staff seek endorsement from Council to draft a funding application when this opens in 2026. A future funding bid could be aimed at supporting landowners with land protection measures similar to other Regional Councils and supporting on farm delivery of land protection measures.

Lake Tuakitoto

[23] The vision of the project is "A thriving Lake Tuakitoto catchment, where water quality and biodiversity are enhanced through community action to contribute to a healthy ecosystem for all to enjoy".

[24] In the reporting period the below activities have been completed on this project and include work on the implementation plan, onsite wastewater management, education and fencing and planting.

Implementation Plan

[25] The implementation plan (Attachment 1) was finalised through collaboration with mana whenua, stakeholders, and community. Feedback was gathered and collated via in-person meetings, phone calls or email. Minor changes to the plan included adding scoping willow control and clarifying accountability for plant maintenance in funding agreements.

Pilot Onsite Wastewater Management System Education Programme

[26] A septic tank education pilot was developed and delivered in May 2025. This was directed to people with septic tanks in the catchment. Locations of septic tanks were mapped, and Council staff spent a day delivering engaging information including a leaflet, invite to enter a competition (Figure 2), and a container of baking soda to 83 letterboxes in the catchment. Locations of septic tanks were mapped, and Council staff spent a day delivering engaging information including a leaflet, invite to enter a competition (Attachment 3), and a container of baking soda to 83 letterboxes in the catchment. The key messages were that it is less expensive to maintain a septic tank than it is to fix it, and that lack of maintenance can contribute to pollution of waterways.

[27] The information leaflet covered good practices through reducing water use, using gentle cleaning products in the home, knowing how a septic tank works and developing a maintenance schedule.

[28] The pilot was adapted based on feedback from local farmers, Clutha District Council and septic tank cleaning businesses. The Council webpage was updated and now also includes a factsheet available for use by Territorial Authorities and the public. The pilot will be reviewed in late May/June 2025 and has been designed to be replicated in other parts of the region.

Fencing and Planting

[29] Otago South River Care (OSRC) are delivering fencing and planting works through Council funding. Site prioritisation criteria were developed with input from the Council's Science Team. This ensures that planting will align with the priorities of the Ecological Assessment Cawthron Institute completed in 2023 as well as engaging landowners in other parts of the catchment.

[30] Ten landowners have been engaged with to date and 6,600 plants are proposed to be planted within the next six months. Site visits and landowner agreements are in place for 1,500 plants with four landowners. Contractor services have been secured and planting will begin on these properties in mid-May 2025. OSRC hosted a community planting day at the carpark on 12 April 2025, supported and attended by Council staff and Councillors and 40 community members. A total of 600 plants were planted.



Photo: *A community planting day held by Otago South River Care at the carpark, supported and attended by Council staff, councillors and 40 community members.*

Fish Passage and Hydrological Study

[31] In-house expertise and concurrent Council work are informing revised fish passage and stream diversion aspects of the implementation plan. Council's Engineering Team have confirmed that the goal to divert more water to the wetland has been completed as part of the Robsons Lagoon upgrade. The water from the lake flows out a channel, through Kai Locks and into Clutha River. In the channel, there is a sill/weir that holds water to meet consent conditions. Improved fish passage at the channel sill is included in the planned sill upgrade. There is potential opportunity to further improvements to fish passage by modifying the operation of Kai Locks, but this is still being investigated. Council's Natural Hazards Team are developing a detailed hydraulic model for the entire Clutha Delta region, and this includes Lake Tuakitoto. Council's Natural Hazards, Science, and Engineering teams will work together to model different operating scenarios based on fish swimming abilities while considering flooding and consent condition.

[32] In the reporting period, funding has been allocated to willow control and expanding on riparian planting to support the outcomes of this project. Willow encroachment, has been identified as a major threat to the lake and wetlands, undermines biodiversity and access, while riparian enhancement is a high priority management action in the Ecological Assessment. Community and scientific consensus supports these actions, which align with the project's vision of restoring the lake's ecological health through collaborative efforts.



Photo: *Council staff inspect the operation of Kai Locks. One gate is currently left open, except in flood risk. The Hydrological model will be used to determine if fish can swim with the flow through this gate and if more tidal inundation could increase fish egg-laying on grasses upstream in the channel.*

Tomohaka/Tomahawk Lagoon

[33] The vision of the project is "A thriving Tomahawk Lagoon catchment, where water quality and biodiversity are enhanced through community action to contribute to a healthy ecosystem for all to enjoy".

[34] In the reporting period the below activities have been completed on this project and include work on the implementation plan, education and fencing and planting.

Implementation Plan

[35] In the reporting period, Partner and stakeholder feedback was gathered to finalise the implementation plan (Attachment 2). The main change to the draft plan, was that $30K of funding budgeted for a wetland creation plan was reallocated to habitat restoration in the catchment. Creating a bunded wetland within the lagoon was considered by scientists associated with the project to be a last stop measure to be done after all possible riparian restoration in the catchment was complete. In addition, there was high interest from the community in more habitat restoration and delivery of on the ground works.

Community Education

[36] Education initiatives have been allocated $8,500 of funding for activities that focus on the project's vision. Ecotago Charitable Trust have been funded to facilitate projects with Otago Girls High School, Kings High, Queens High and Tahuna Normal Intermediate. The focus has shifted from solely monitoring water quality to investigating and improving stormwater discharge, understanding the benefits of riparian planting, understanding fish populations, and developing signage in collaboration with mana whenua and the community. Further stormwater education is planned in the form of the Adopt-a-Drain programme and activities run by St Kilda Sea Scouts.



Photo: *Metal fish plaque to be attached to adopted stormwater grates as part of the Adopt-a-Drain programme.*

Fencing and Planting

[37] Plantings are being monitored and survival for the ones planted in 2024, is 95%.

[38] Further funding for habitat restoration was socialised with community groups and 22 landowners in the catchment via door knocking, letter drops and site visits. The $132K budget for this is being fully allocated based on site prioritisation criteria developed from ecological recommendations and to work with as many landowners as possible to aid education and succession. Eight agreements have been signed or are in the final stages of development with costs (in-kind and materials) being split 50:50 between landowners and Council (Figure 3). Eight agreements have been signed or are in the final stages of development with costs (in-kind and materials) being split 50:50 between landowners and Council (Figure 2).



Figure 2. *Locations of planned habitat restoration in the catchment*

OPTIONS

Option 1 – Recommended Option

[39] The recommended option is that the Committee notes this paper and recommends that Council endorses an application to MPI for a further 4 years funding to continue work on management of hill country erosion in Otago (2027 – 2031). The focus for this application is likely to be to provide funding for landowners to deliver on ground best practise erosion mitigation measures. If the funding application is accepted, staff will present a paper to Council prior to this being signed with detail on what is included.

[40] The benefit of this option is that Council continues to implement a Hill Country Erosion project across the Otago Region. Community have provided feedback that there is a demand for support towards on ground erosion mitigation and the fund would support this. Before entering into any agreement, Council may need to resource the required additional funds and in-kind contribution for an additional four years.

[41] The risk of this approach is that what the financial contribution would be, would not be known until a funding application is accepted. If a funding application is accepted, this does not commit Council to signing any agreement. Any funding would be considered as part of Annual or Long-Term Plans.

Option 2

[42] The Committee notes this paper and does not recommend that Council endorses an application to MPI for a further 4 years funding to continue work on management of hill country erosion in Otago (2027 – 2031). No additional Council funding or in-kind contribution would be required for implementation of a Council-led Hill Country Erosion project. Hill Country Erosion could be managed as part of the Catchments or Integrated Catchment Management programme rather than as a stand-alone project.

[43] This option would mean that Council would not offer a hill country erosion mitigation project across the Otago Region. There would be no external funding to support hill country erosion across Otago and the activity would be prioritised into existing work programmes where possible.

Option 3

[44] The Committee notes this paper and recommends that Council request further detail on the proposed work and MPI funding required prior to the MPI funding application being submitted. This option would mean that a draft funding application and project proposal would be brought back to Council for approval before it is submitted. The benefits of this option are the same as option 1, but would also mean Council input into any application.

[45] The risks of this option are the same as option 1, but the funding application would take longer to prepare due to Council reporting requirements.

CONSIDERATIONS

Strategic Framework and Policy Considerations

[46] Council's strategic directions commit Council to delivering integrated environmental management, engaging communities and collaborating to deliver, and this work is consistent with those commitments. Where water quality is degrading, Council is required to implement an action plan to address the degradation. This work is an early example of such a plan.

Financial Considerations

[47] The budgets for these projects have been accounted for in the Long-Term Plan 2021 – 2031 and in the Long-Term Plan 2024 – 2034. It is noted that the annual plan process for this year is still underway and there may be changes to these budgets.

[48] All projects remain on track with their budgets, with regular reporting provided to MFE or MPI where funding has been provided.

[49] There are some ongoing costs associated with delivery of the Toitū Te Hakapupu project specifically around the maintenance of plants. This has been captured in existing Environmental Implementation budgets to ensure that the success and investment made for this project is supported.

[50] If approved, further information will be provided to Council around the detail of funding agreements with both MPI and MfE as detailed in this report.

Significance and Engagement Considerations

[51] This update is consistent with the Council's Significance and Engagement Policy.

Legislative and Risk Considerations

[52] This paper does not trigger legislative or risk considerations.

Climate Change Considerations

[53] Lake Tuakitoto plays a significant role as a catchment ponding area during flood events in the Lower Clutha Flood Control and Drainage Scheme.

Communications Considerations

[54] Communications around the projects is ongoing and the Environmental Implementation staff will work with the Communications team.

NEXT STEPS

[55] Work to deliver on these projects and programmes will continue.

[56] If the proposed Toitū Te Hakapupu project extension funding from MfE is confirmed, the variation to the funding deed will be presented to Councillors for signing.

[57] If future Hill Country Erosion project funding is applied for from MPI, information will be presented to Council depending on the direction of the option approved from this paper.

ATTACHMENTS

1. Lake Tuakitoto Implementation Plan - FINAL [**9.3.1** - 10 pages]
2. Tomohaka Tomahawk Lagoon Implementation Plan - FINAL [**9.3.2** - 10 pages]
3. Lake Tuakitoto - Septic Tank Education Project [**9.3.3** - 2 pages]

Lake Tuakitoto Implementation Plan

Updated 7 January 2025

Acknowledgements

This plan has been developed through collaboration with mana whenua, stakeholders, and the community. Kā mihi nui to the following people for their contributions: Ruth Baldwin (Mana Whenua); Marc Schallenberg (Cawthron Institute); Simon Davies, Ben Cameron, Craig Simpson (Otago South River Care); Lilly Paterson (Clutha District Council); Nicole Foote (NZ Landcare Trust); Hannah Zwalue, Ben Davies, Craig Woodward, Marine Richardson (Department of Conservation); Ian Hadland (Fish & Game Otago); Jane Young (South Otago Forest & Bird); Joyce Beck (Kaitangata Promotions). This is a living document for the duration of the project and additional contributors may be added/ acknowledged. A summary of the changes made to the draft plan through this collaborative process can be found in Appendix 1.

1. Purpose

The purpose of this Implementation Plan is to provide clarity on the actions required to implement recommended management actions from the ecological assessment of Roto-Nui-a-Whatu / Lake Tuakitoto (hereon in referred to as Lake Tuakitoto). The actions were identified during consultation with partners/stakeholders and through the ecological assessment of Lake Tuakitoto[1]. The intention is that the Implementation Plan will remain a living document, used to achieve two primary purposes:

1. To guide the development of workstream project plans
2. To use as a basis for discussion with mana whenua, key stakeholders, and community representatives

2. Context

In response to concerns about water quality, the 2017/18 Annual Plan provided for Otago Regional Council (ORC) staff to work with the local community to scope lake restoration works for Lake Tuakitoto. Engagement and consultation with the local community around Lake Tuakitoto was initiated as water quality was found to be degrading. Through ORC's State of Environment (SoE) monitoring it was identified that elevated levels of chlorophyll a, nitrates and phosphates are found within the lake, and the catchment has elevated levels of nitrate-nitrate nitrogen and E. coli.

The engagement and consultation process included the following steps:

- In April 2018, a workshop was held with the community which identified goals and values for the Lake Tuakitoto catchment. In June 2018, a second workshop was held where potential projects were identified at a high level following on from the first workshop.

- In early 2021, ORC staff prepared a draft outline management plan based on the above consultation feedback.
- In January 2022 a key stakeholder meeting for the Lake Tuakitoto catchment was held to discuss the draft outline management plan and feedback was provided. At this meeting stakeholders also had the opportunity to vote for the projects within the plan which they identified as being the highest priority for implementation.
- In January and February 2022 online consultation was held with the community so that they could vote on projects that they identified as being the highest priority for implementation. 59 people participated in this consultation exercise.
- The three projects that received the highest votes for implementation within the Lake Tuakitoto catchment were:

- An Ecological Assessment of the lake and catchment;
- Water Quality Data;
- Hydrological Assessment.

The sum of $100,000 has been provided for in the 2021-2031 Long Term Plan for the 2021/22 Financial Year for projects to improve biodiversity and water quality within the Lake Tuakitoto catchment. The sum of $80,000 has been provided in 2022/2023 and $80,000 in 2023/2024.

On 14 April 2022, report ENV2201[2] was presented to ORC's Environmental Implementation Committee where the proposed Management Plans including priority projects for implementation for Lake Tuakitoto were considered. The resolution made was that the Committee:

1. ***Notes*** *this report.*
2. ***Approves*** *the initial management plan and ongoing development of management plans for Tomahawk Lagoon and Lake Tuakitoto catchments with their communities.*
3. ***Approves*** *commencement of project implementation.*
4. ***Notes*** *that project implementation will proceed this financial year, slightly accelerated for Tomahawk Lagoon, and as planned for Lake Tuakitoto.*
5. ***Notes*** *implementation in future years is dependent on Annual Plan decisions of Council and will be guided by the ecological assessments and priorities that arise through these*.

Following the approval of the implementation of the initial management plan by the Implementation Committee:

- In April 2022, Otago Regional Council submitted a Request for Proposal (RFP) on the Government Tender Services (GETs) website for: "Lake Tuakitoto and Tomahawk Lagoon – Ecological Assessment".
- In June 2022, ORC awarded the contract to Cawthron Institute, who would deliver an ecological assessment for Lake Tuakitoto to identify and provide guidance on where action could be delivered for best investment and environmental outcomes.
- In March 2023, Cawthron Institute undertook a field study at Lake Tuakitoto.
- In July 2023, Cawthron Institute delivered a report[1] on the ecological assessment and potential management actions for Lake Tuakitoto, which incorporates historical and field study data.
- In July 2023, ORC shared this report with community representatives, mana whenua, and key stakeholders.

The ecological assessment identified several recommended management actions with the goal to enhance freshwater quality of Lake Tuakitoto and the wider catchment. These are summarised in Table 1.

Table 1 Summary of potential recommended management actions from the Ecological Assessment of Lake Tuakitoto.

Goal	Management Action	Priority
Reducing stream nutrient loads in inflows	Divert more flows from Lovells / Frasers Creek to drain to wetland to increase nutrient removal before entering Lake Tuakitoto	Highest
	Riparian enhancement and farm plans in Upper Lovells and Stony Creeks to reduce catchment nutrient losses from agricultural land and forestry	High
	Evaluate adding Stony Creek inflow to wetland diversion or realignment of diversion race bypassing the lake to the outlet channel	Medium
Improving kākahi recruitment	Monitoring of fish passage at outlet channel sill and Kaitangata Locks to assess passage and operational requirements	High
	Pest fish control to reduce perch populations and spawning, and enhance native fish that could serve as hosts for kākahi larvae	Medium
Controlling internal phosphorous loading	Applying phosphorous binding / capping agents (e.g., alum, Phoslock) to the lakebed to reduce phosphorous recycling	Trials needed
	Mechanical harvesting of macroalgal mats to reduce dissolved oxygen and pH variation that drive internal loads	Trials needed

In addition, modelling used in the 2015 ORC report ‘Groundwater Contamination Risk, Septic Tank Density and Distribution within Otago’ determined that the Inch Clutha had a medium level of contamination risk due to the possibility of failing septic tanks. The Lake Tuakitoto catchment provides an opportunity to pilot an Onsite Wastewater Management System education programme that could then be extended to the wider region.

To monitor long-term outcomes, ORC established water quality monitoring sites in Stony Creek and Frasers Stream in June 2023. These are sampled monthly along with the SoE sites.

3. Scope

The Implementation Plan sets out the outcomes, objectives, activities, deliverables, tasks for the implementation of the potential management actions listed in Table 1. It also identifies potential roles and responsibilities of mana whenua, key stakeholders, community groups, key risks, and mitigation strategies.

Lake Tuakitoto has multifaceted values amongst the community. These were taken into consideration in the preparation of this plan. Values include cultural and spiritual beliefs, water quality, flood protection, recreational access, hunting and fishing, and the importance of the area for native biodiversity.

The Implementation Plan covers the period from receipt of the ecological assessment from Cawthron Institute (July 2023). The date to which funding from the ORC Long-term and Annual plans is allocated for this project ends in June 2024, however a carry-over of funding into 2024/25 has been endorsed to allow appropriate timeframes for delivery.

4. Structure of Plan

The Implementation Plan:

i. Presents a logic model to conceptualise management action implementation and timeframes.
ii. Defines potential roles and responsibilities of those involved in implementation.
iii. Identifies risks to delivery and risk mitigations.



i. Implementation Programme

Vision	A thriving Lake Tuakitoto catchment, where water quality and biodiversity are maintained and enhanced through community action to contribute to a healthy ecosystem for all to enjoy.

Inputs (The resources used to deliver activities and outputs in the project)	**Activities** (Project actions that lead to outputs with timing of delivery)	**Outputs** (what is produced and delivered *with associated measures of success*)	***Short-term Outcomes*** ***0-6 months***	***Medium-term outcomes*** ***6-18 months***	***Long-term Outcomes*** ***>18 months***
Partners - Aukaha - Ōtakou Rūnaka **Key Stakeholders** - CDC - DOC - Otago South River Care - Lake Tuakitoto Catchment Group - Fish and Game - Otago - South Otago Forest & Bird **Funding** - FY 21/22 $100,000 - FY 22/23 $80,000 - FY 23/24 $80,000 **ORC Staff** **Contractors** **Ecological Assessment Report** **Groundwater Contamination Risk, Septic Tank Density and Distribution within Otago Report**	**Activity Group 1** - ORC Drafts Implementation Plan for Recommended Management Actions from Ecological Assessment (April 2024). - Work collaboratively with mana whenua, stakeholders, and community to develop plan (November 2024). **Activity Group 2** - ORC to design and pilot Onsite Wastewater Management System education programme in catchment (April 2025). - Develop signage to facilitate community education focussing on environmental and cultural values (June 2025). - Scope work to improve access and visitation, including willow control (June 2025). **Activity Group 3** - Discussions with ORC natural hazards and engineering to identify any risks of below activities (October 2024). - Engage/collaborate with catchment groups, landowners and community groups to fence, plant and maintain priority areas (June 2024, June 2026). - Plant appropriate plant species. **Activity Group 4** - Contract consultant to deliver Kākahi Recruitment Study including fish passage and perch investigation. **Activity Group 5** - Investigate diversion of water through wetland.	**Output Group 1** - Final Lake Tuakitoto Implementation Plan created (December 2024). **Output Group 2** - Onsite Wastewater Management System Education Programme delivered. - Signage installed. - Recreation enhancement plan produced (June 2025). **Output Group 3** - Landowners working with project to undertake riparian enhancement *(number of landowner agreements/similar in place; number of habitat enhancement plans developed)* - Plants planted *(# of plants; # and size (area) of riparian enhancement projects completed)* - Fences constructed *(metres of riparian margin fenced)* **Output Group 4** - Report on Kākahi Recruitment Study including recommended actions (if any) (June 2025). **Output Group 5** - Hydrological assessment (June 2025).	**A collaborative effort has confirmed the implementation plan and timeframes** **Increased engagement with landowners and community around enhancing water quality values in the Lake Tuakitoto catchment**	**Riparian zones enhanced through planting and fencing** **Improved understanding of and decision making around kākahi recruitment at Lake Tuakitoto** **Community is engaged in a plan to improve access and visitation**	**Improved Stream and Lake water quality** **Enhanced terrestrial and aquatic biodiversity, including submerged macrophytes** **Community has a greater sense of connection to the natural environment**

ii. Roles and Responsibilities

This project is a collaborative project between mana whenua, key stakeholders, community, and ORC. It is important to understand the roles that different parties could potentially have in delivery of the management actions for Lake Tuakitoto. These are summarised in Table 2.

Table 2 Potential roles for Mana whenua, ORC, stakeholders, community

Organisation/s	Potential roles
Mana whenua and Aukaha	Provide feedback on sign content. Advice on rongoā species to include in plantings. Check for significant cultural sites.
Otago Regional Council (ORC)	Project delivery and oversight. Deliver the Onsite Wastewater Management System Education pilot. Oversee the scoping of work to improve access and visitation. Identify natural hazards and risks of activities. Manage contractors. Sign production and install. Provide best practice advice to landowners. Work with OSRC to agree upon site selection criteria for fencing and planting.
Clutha District Council (CDC)	Feedback on works to improve access and visitation, particularly access from road. Provide input into Onsite Wastewater Management System Education pilot.
Community members	Attend planting days and other events. Feedback on works to improve access and visitation. Feedback on draft Onsite Wastewater Management System education pilot.
Department of Conservation (DOC)	Input on kākahi recruitment study. Feedback on works to improve access and visitation.
Fish and Game - Otago	Discuss options to control perch as part of wider fish management plan. Feedback on works to improve access and visitation. Carry out fish surveys.
Kaitangata Promotions	Feedback on works to improve access and visitation.
Otago South River Care Group/ Lake Tuakitoto Catchment Group	Delivery of fencing and planting activities, including landowner agreements that specify who's responsible for plant maintenance. Support with landowner engagement. Feedback on works to improve access and visitation.
South Otago Forest and Bird	Engage in project and identify opportunities. Advertise planting days. Feedback on works to improve access and visitation.

iii. Risks and Mitigations

There are some potential risks in delivery of management actions at Lake Tuakitoto. Identifying these risks and potential mitigations is a useful first step in minimising these risks.

Table 3 Risks and mitigations

Activity	Risk	Likelihood	Impact	Mitigations
Undertake fencing and planting in priority areas	Lack of buy-in from landowners	Low	High	Direct fund existing, well-established catchment groups to plan and deliver work. Provide co-funding incentives.
Onsite Wastewater Management System education pilot	Low levels of participation Messaging is ineffective.	Medium	Low	Provide incentives for initial participation. Use plain language with engaging messaging. Get feedback from community members on draft programme.
Delivery of Kākahi Recruitment Study and Hydrological assessment	Contractors unavailable	Medium	High	Prioritise engagement of contractors.

5. Budget

Note that while the total spend remains the same, the annual budget allocations differ to allow appropriate timeframes for delivery.

Activity Group		Activities	2022/23		2023/24		2024/25		Total - Budget	Total - Actual
			Budget	Actual	Budget	Actual	Budget	Actual		
1	**Ecological Assessment and consultation**	Cawthron Institute Contract	56,125.50	56,125.50					56,125.50	56,125.50
		May 2023 Open Day Event and Workshop	250.00	205.53					205.53	205.53
		April 2023 Robson Lagoon Event	450.00	423.53					423.53	423.53
		ORC Environmental Monitoring			5,000.00	5,000.00	5,000.00		10,000.00	5,000.00
2	**Education and engagement**	Onsite Wastewater Management System education pilot			750.00				750.00	0.00
		Signage - production and installation					2,450.00		2,450.00	0.00
		Contractor - Scope works to improve access and visitation			5,000.00				5,000.00	0.00
3	**Enhancing riparian habitat**	Fencing and planting			20,000.00		90,045.44	110,000.00	110,045.44	110,000.00
4	**Investigate fish passages**	Contractor - Kākahi Recruitment Study			30,000.00				30,000.00	0.00
5	**Investigate stream diversion**	Contractor - Hydrological assessment			45,000.00				45,000.00	0.00
Total			$ 56,825.50	$ 56,754.56	$105,750.00	$ 5,000.00	$ 97,495.44	$110,000.00	$ 260,000.00	$ 171,754.56

6. References

1. Kelly DJ, Schallenberg M, Waters S. 2023. Ecological assessment of Lake Tuakitoto and Tomahawk Lagoon and options for lake rehabilitation. Nelson: Cawthron Institute. Cawthron Report 3947. Prepared for Otago Regional Council.
2. Otago Regional Council. 2022. Implementation Committee Agenda – 14 April 2022 Report No. ENV2201. https://www.orc.govt.nz/news-and-events/events/2022/april/implementation-committee-14-april
3. Otago Regional Council. 2015. Groundwater Contamination Risk, Septic Tank Density and Distribution within Otago. https://www.orc.govt.nz/media/1654/groundwater-contamination-risk.pdf

Appendices

Appendix 1. Summary of changes from feedback on draft Implementation Plan

This document summarises the feedback and resulting amendments to the Lake Tuakitoto Implementation Plan. Partners and stakeholders were consulted in November/December 2024. Note that the Implementation Plan is a living document.

Amendment made	Reasons
Added 'To monitor long-term outcomes, ORC established water quality monitoring sites in Stony Creek and Frasers Stream in June 2023. These are sampled monthly along with the State of the Environment sites in the catchment'.	This is the key indicator of success for the highest priority management action – to reduce stream nutrient loads in inflows.
Added 'Enhanced terrestrial and aquatic biodiversity, including submerged macrophytes to the long-term outcomes.	To acknowledge that the Long Term Plan focusses on degraded water bodies, the Vision is catchment-wide, and the values of the community are multi-faceted. Improving water quality will improve fisheries. Planting will increase terrestrial biodiversity. An increase in submerged macrophytes will provide more resilience to the lake.
Noted that Lake Tuakitoto is highly valued, and the multifaceted values were taken into consideration in the preparation of the plan.	Values include cultural and spiritual beliefs, flood protection, recreational access, hunting and fishing, and native biodiversity, not just water quality.
Role of **Clutha District Council (CDC)**: Removed 'Permission for signage installation'. Added 'Provide input into Onsite Wastewater Management System Education pilot. Added 'particularly access from road' to 'Feedback on works to improve access and visitation'.	Location of sign is on ORC land. There is an opportunity to collaborate on this activity. Consultation highlighted that the safety of access from the road to the carpark is of concern to users. The CDC roading team may be able to help scope this element.
Added 'Recreation enhancement plan produced (due June 2025)' to Output Group 2.	A recreation enhancement plan will ensure community buy-in in the long term.
Add 'including willow control' to the 'scoping of work to improve access and visitation'	Willows were raised as a potential community issue. Feasibility and impact of willow control needs to be considered.
Added 'agree upon site selection criteria for fencing and planting' to the roles of **ORC** and **Otago South River Care (OSRC)**.	To ensure funds and support are utilised transparently and fairly in a way that maximises impact.

Added ‘including landowner agreements that specify who’s responsible for plant maintenance’ to **OSRC**’s role of delivering fencing and planting activities.	Plant maintenance is an important factor in survival rates. It needs to be clear who is accountable for this.
Added ‘Check for cultural sites that may be positively or negatively impacted by restoration activities’ to **Mana whenua and Aukaha** potential roles.	Knowledge of sites of importance to Māori will be added to, and influence, the prioritisation of habitat restoration.
Changed ‘Contract to provide content for signage’ to ‘provide feedback on sign content’ to **Mana whenua and Aukaha** potential roles.	Capacity uncertain. Mana whenua recently produced videos about the important history of local Māori in the area.
Added ’Get feedback from **community members** on draft programme’ to the Onsite Wastewater Management System education pilot.	To increase the level of participation and engagement.
Added ‘Provide feedback on signage’ to the potential roles for **OSRC**	Expressed interest in helping with this activity to ensure that signage is accurate, engaging and highlights the community’s effort.
Changed ‘Fish Passage Study’ to ‘Kākahi Recruitment Study’.	To focus this activity on increasing the biomass of kākahi, as this will provide more resilience for the lake. Native fish are vital for the life cycle of kākahi. This study will focus on what interruptions are occurring in the kākahi lifecycle, and what can be done about them. This may include obstacles to fish passage, and perch control.
Added ‘Input on kākahi recruitment study’ to **Department of Conservation (DOC)** role.	DOC can provide technical advice.
Role of **Fish and Game - Otago** Added ‘Feedback on works to improve access and visitation’	Game bird hunters are big recreational users of the lake for three months of the year.
Changed ‘Discuss options to control perch as part of wider fish management plan’ to ‘Input into kākahi recruitment study’. Added ‘Carry out fish surveys’ to potential role.	The feasibility of perch control needs to be considered if it’s a recommended management action from the kākahi recruitment study. This information could be helpful for the kākahi recruitment study.
Changed ‘Access and visitation improved’ to ‘Community is engaged in a plan to improve access and visitation’ in the Medium-term outcomes	A collaborative project with recreational users (current and potential) will give the community a longer-term ‘master-plan’ to aim for.

Otago Regional Council

Tomohaka / Tomahawk Lagoon Implementation Plan

Updated 7 January 2025

Acknowledgements
This plan has been developed through collaboration with mana whenua, stakeholders, and the community. Kā mihi nui to the following people for their contributions:

Marc Schallenberg (Cawthron Institute); Nicole Bezemer, Darin Stewart, Ruth Myers, Sherrill Te Ata Passau (Tomahawk-Smaills Beachcare Trust); Andrew Innes (ECOtago); Steve Catty, Dean Williamson, Warren Mathieson; Zoe Lunniss, Jared Oliver (Dunedin City Council); Nicole Foote (NZ Landcare Trust); Hannah Zwalue (Department of Conservation); Steven Dixon (Fish & Game Otago); Paula Cross (Otago Peninsula Biodiversity Group); Paul Pope (Otago Peninsula Community Board); Lala Frazer (Save The Otago Peninsula); Karen Parker (Tahuna Normal Intermediate); Tom Clark, Anna Cross (Queen's High School); Sam Dixon (Otago Catchment Community). This is a living document for the duration of the project and additional contributors may be added/ acknowledged. A summary of the changes made to the draft plan through this collaborative process can be found in Appendix 1.

1. Purpose

The purpose of this Implementation Plan is to provide clarity on the actions required to implement recommended management actions. The actions were identified during consultation with partners/stakeholders and through the ecological assessment of Tomohaka / Tomahawk Lagoon[1]. The intention is that the Implementation Plan will remain a living document, used to achieve two primary purposes:

1. To guide delivery of recommended management actions

2. To use as a basis for discussion with mana whenua, key stakeholders, and community representatives

2. Context

In response to concerns about water quality, the 2017/18 Annual Plan provided for Otago Regional Council (ORC) staff to work with the local community to scope lake restoration works for Tomahawk Lagoon. Engagement and consultation with the local community around Tomahawk Lagoon was initiated as water quality was found to be degrading. Local citizen science group ECOTAGO helped to identify that there are elevated levels of sediment, E. coli, nitrates and phosphates found within the lagoon and Lagoon Creek (contributing waterway). Cyanobacteria is found within the lagoon regularly in the summer months. The community also raised other concerns to do with water levels and sediment. Community values also include recreational access, fishing, and enhancement of native biodiversity.

The engagement and consultation process included the following steps:

- In February 2018, a workshop was held with the community, where community goals and values for the Tomahawk Lagoon catchment were identified.
- In May 2018, a second workshop was held with the community where potential projects for the lagoon and catchment were identified.
- In early 2021, ORC staff prepared a draft outline management plan based on the above consultation feedback.
- In March 2021, a key stakeholder meeting for Tomahawk Lagoon catchment was held to discuss the draft outline management plan, and feedback was provided. At this meeting, key stakeholders had the opportunity to vote for the projects within the plan that they identified as being the highest priority for implementation.
- On the 29 April 2021, a drop-in session was held at Grant Braes AFC Clubrooms so that the community could vote on the projects that they identified as being the highest priority for implementation. 40 community members attended this session and provided feedback.
- In April 2021 online consultation was held with the community, to complement the drop-in session, so that they could provide their votes on the projects that they identified as being the highest priority for implementation. 59 people participated in this opportunity and provided their votes.
- The three projects that received the highest votes for implementation within the Tomahawk Lagoon catchment were:

- An Ecological Assessment of the lagoon and catchment.
- A permanent water quality monitoring suite established.
- Formation and support of a community catchment group.

The sum of $100,000 has been approved in the 2021-31 Long Term Plan for 2021/22 for projects to improve biodiversity and water quality within the Tomahawk Lagoon catchment. The sum of $80,000 has been provided in each of the 2022/2023 and 2023/2024 financial years.

On 14 April 2022, report ENV2201[2] was presented to the Environmental Implementation Committee where the proposed Management Plans including priority projects for implementation for Tomahawk Lagoon were considered. The resolution made was that the Committee:

1. ***Notes*** *this report.*

2. ***Approves*** *the initial management plan and ongoing development of management plans for Tomahawk Lagoon and Lake Tuakitoto catchments with their communities.*
3. ***Approves*** *commencement of project implementation.*
4. ***Notes*** *that project implementation will proceed this financial year, slightly accelerated for Tomahawk Lagoon, and as planned for Lake Tuakitoto.*
5. ***Notes*** *implementation in future years is dependent on Annual Plan decisions of Council and will be guided by the ecological assessments and priorities that arise through these*.

Following the approval of the implementation of the initial management plan by the Implementation Committee:

- In April 2022, Otago Regional Council submitted a Request for Proposal (RFP) on the Government Tender Services (GETs) website for: “Lake Tuakitoto and Tomahawk Lagoon – Ecological Assessment”.
- In June 2022, ORC awarded the contract to Cawthron Institute, who would deliver an ecological assessment for Tomahawk Lagoon to identify and provide guidance on where action could be delivered for best investment and environmental outcomes.
- In March 2023, Cawthron Institute undertook a field study at Tomahawk Lagoon.
- In July 2023, Cawthron Institute delivered a report[1] on the ecological assessment and potential management actions for Tomahawk Lagoon, which incorporates historical and field study data.
- In July 2023, ORC shared this report with community representatives, mana whenua, and key stakeholders.

The ecological assessment identified several recommended management actions with the goal to enhance freshwater quality of Tomahawk Lagoon and the wider catchment. These are summarised in Table 1.

Table 1 Summary of potential recommended management actions from the Ecological Assessment of Tomahawk Lagoon.

Goal	Management Action	Priority
Reducing contaminants in the lagoons	Explore the possibility of zoning the catchment as a nutrient-sensitive zone in the Otago Regional Council Land / Water Plan	Highest
	Undertake fencing and riparian planting; buffers in forestry areas	Highest
	Enhance existing wetlands in the catchment	High

To monitor long-term outcomes, ORC has established a monthly water quality monitoring site in the deepest point of the upper lagoon.

3. Scope

The Implementation Plan encompasses both the lower and upper Lagoons, the associated wetlands, outflow, and catchments.

The plan sets out the outcomes, objectives, activities, deliverables, tasks, and ORC teams responsible for the implementation of the potential management actions listed in Table 1. It also

identifies potential roles and responsibilities of mana whenua, key stakeholders, community groups, key risks, and mitigation strategies.

The Implementation Plan covers the period from receipt of the ecological assessment from Cawthron Institute (July 2023) to June 2025. Note that the date to which funding from the ORC Long-term and Annual plans is allocated for this project ends in June 2024, however a carry-over of funding into 2024/25 has been endorsed to allow appropriate timeframes for delivery.

4. Structure of Plan

The draft Implementation Plan:

i. Presents a logic model to conceptualise management action implementation and timeframes.
ii. Defines potential roles and responsibilities of those involved in implementation.
iii. Identifies risks to delivery and risk mitigations.



i. Implementation Programme

Vision	A thriving Tomahawk Lagoon catchment, where water quality and biodiversity are enhanced through community action to contribute to a healthy ecosystem for all to enjoy.

Inputs (The resources used to deliver activities and outputs in the project)	**Activities** (Project actions that lead to outputs with timing of delivery)	**Outputs** (what is produced and delivered *with associated measures of success*)	***Short-term Outcomes*** ***0-6 months***	***Medium-term outcomes*** ***6-18 months***	***Long-term Outcomes*** ***>18 months***
Partners - Aukaha - Ōtakou Rūnaka **Key Stakeholders** - DCC - DOC - Ecotago Trust - Fish and Game Council - Tomahawk Lagoon Catchment Group - Otago Peninsula Biodiversity Group - Otago Peninsula Community Board - Save the Otago Peninsula - Tomahawk-Smaills Beachcare Trust - Birds New Zealand - NZ Landcare Trust - Community members/schools **Funding** - FY 21/22 $100,000 - FY 22/23 $80,000 - FY 23/24 $80,000 **ORC Staff** **Contractors** **Ecological Assessment Report**	**Activity Group 1** - ORC Drafts Implementation Plan for Recommended Management Actions from Ecological Assessment (April 2024). - Work collaboratively with mana whenua, stakeholders, and community to develop plan (November 2024). (Appendix 1) - ORC explores zoning of catchment (October 2024). **Activity Group 2** - Deliver stormwater education event (April 2024). - Develop signage to facilitate community education. - Assess options and viability of education initiatives relevant to the programme's Vision (November 2024). - Work with landowners to ensure regulations and best practice are followed during forestry harvest (March 2025). **Activity Group 3** - Work with landowners and community to identify and prioritise restoration sites, discuss cost-sharing mechanism, and collaboration (January 2025). - Discuss activities with ORC natural hazards and engineering to identify any risks (October 2024). - Engage/collaborate with landowners and community groups to fence, plant, and maintain priority sites (June 2024, June 2025).	**Output Group 1** - Final Tomahawk Lagoon Implementation Plan created (December 2024). - Discussions about the viability of nutrient zoning had with ORC policy team. **Output Group 2** - Stormwater Education event delivered. - Signage installed (April 2025). - Support viable education initiatives that contribute to the programme's Vision (April 2025). - Forestry is harvested in a way that minimises sediment movement. **Output Group 3** - Potential enhancement areas are identified with landowners, prioritised, and planned for *(habitat enhancement plans developed that include consideration of animal pest control, plant maintenance, erosion control and future walking access)* - Planting and fencing budget is allocated to sites according to site prioritisation criteria. - Landowners working with project to undertake riparian and wetland enhancement *(number of landowner agreements/similar in place; number of restoration plans in place)* - Fences constructed *(metres of fencing)* - Plants planted *(# of plants; size (area) of enhancement projects completed)*	**A collaborative effort has confirmed the Implementation Plan and timeframes** **Increased engagement with landowners and community around enhancing water quality values in the Tomahawk Lagoon catchment** **Areas for habitat enhancement are identified and plans are produced**	**Habitat is enhanced through planting and fencing** **Opportunities to support community education are explored**	**Improved stream and lagoon water quality** **Enhanced native aquatic and terrestrial biodiversity**

ii. Roles and Responsibilities

This project is a collaborative project between mana whenua, key stakeholders, community, and ORC. It is important to understand the roles that different parties could potentially have in delivery of the management actions for Tomahawk Lagoon. These are summarised in Table 2.

Table 2 Potential roles for Mana whenua, stakeholders, community

Organisation/s	Potential roles
Mana whenua and Aukaha	Advice on rongoā species to include in plantings. Advise on cultural sites that may be positively or negatively impacted by restoration activities.
ORC	Project delivery and oversight Leading the stormwater education event Identify natural hazards and risks of activities Manage contractors Provide best practice advice to landowners Oversee habitat restoration site prioritisation and implementation
Birds New Zealand	Engage in project and identify opportunities.
Community members/ Schools	Attend planting days and other events. Provide options for future education initiatives. Provide feedback on signage.
Department of Conservation (DOC)	Provide feedback on signage.
Dunedin City Council (DCC)	Permission for signage installation. Participation in stormwater education events. Provide stormwater education advice. Help facilitate volunteer engagement in habitat restoration activities
Ecotago Trust	Deliver water quality programme 2024. Participation in stormwater education event. Provide options for future education initiatives.
Fish and Game - Otago	Can monitor fish before and after creek restoration. Assess fish passage and barriers. Involvement in creek restoration (putting in rocks and gravel).
NZ Landcare Trust	Engage in project and identify opportunities. Provide feedback on signage.
Otago Peninsula Biodiversity Group (OPBG)	Engage in project and identify opportunities.
Otago Peninsula Community Board	Engage in project and identify opportunities.
Save The Otago Peninsula (STOP)	Advertise planting days.
Tomahawk Lagoon Community Catchment Group	Support with landowner engagement.
Tomahawk-Smaills Beachcare Trust	Facilitation of planting where capacity allows. Support with landowner engagement. Provide feedback on signage.

iii. Risks and Mitigations

There are some potential risks in delivery of management actions at Tomahawk Lagoon. Identifying these risks and potential mitigations is a useful first step in minimising these risks.

Table 3 Risks and mitigations

Activity	Risk	Likelihood	Impact	Mitigations
Explore the possibility of zoning the catchment as a nutrient-sensitive zone in the Otago Regional Council Land / Water Plan	Appropriate planning tools may not be available	High	Low	Ongoing engagement with landowners. Catchment Advisors to provide best practice advice.
Undertake fencing and planting; enhance existing wetlands in the catchment	Lack of buy-in from landowners	Low	High	Consult with landowners early. Provide education. Provide co-funding incentives. Work with community groups to plan and deliver work.
	Risk of disturbing archaeology (part of the Lower Lagoon is within the 2GP Archaeological Alert Layer)	Low	High	Consult with Heritage New Zealand before undertaking any works in this area.
Stormwater education	Messaging about improving stormwater is ineffective. Event is poorly attended.	Medium	Medium	Provide a wide variety of resources including interactive displays. Advertise widely.

5. Budget

Note that while the total spend remains the same, the annual budget allocations differ to allow appropriate timeframes for delivery.

Activity Group	Tasks	Activities	2022/23 Budget	2022/23 Actual	2023/24 Budget	2023/24 Actual	2024/25 Budget	2024/25 Actual	Total - Budget
1	Ecological Assessment and consultation	Cawthron Institute Contract	56,125.50	56,125.50					56,125.50
		May 2023 Open Day Event and Workshop	600.00	528.90					528.90
2	Zoning and stormwater education	SLR Consulting - Stormwater education resources			7,328.00	7,328.48			7,328.00
		Stormwater education day			5,000.00	3,703.03			5,000.00
		Support community water quality monitoring			12,600.00	12,600.00			12,600.00
		Support education initiatives					12,000.00		12,000.00
		Signage - production and installation			1,600.00	0.00			1,600.00
3	Enhancing riparian and wetland habitat	Fencing and planting			45,500.00	32,200.00	119,317.60		197,017.60
Total			$ 56,725.50	$ 56,654.40	$ 72,028.00	$55,831.51	$ 131,317.60	$ -	$ 292,200.00

6. References

1. Kelly DJ, Schallenberg M, Waters S. 2023. Ecological assessment of Lake Tuakitoto and Tomahawk Lagoon and options for lake rehabilitation. Nelson: Cawthron Institute. Cawthron Report 3947. Prepared for Otago Regional Council.
2. Otago Regional Council. 2022. Implementation Committee Agenda – 14 April 2022 Report No. ENV2201. https://www.orc.govt.nz/news-and-events/events/2022/april/implementation-committee-14-april

Appendices

Appendix 1. Summary of changes from feedback on draft Implementation Plan

This document summarises the feedback and resulting changes to the Tomohaka Tomahawk Implementation Plan. Partners and stakeholders were consulted in November/December 2024. Note that the Implementation Plan is a living document.

Change to plan	Reasons
Removed ‘Construct a wetland at the outlet of Lagoon Creek’ from the plan. $30K funding repurposed to ‘fencing and planting’	Constructing a wetland within the lagoon itself was seen as an ‘ambulance at the bottom of the cliff’ and should be considered after all other catchment improvements (planting, fencing) have been made. All parties spoken to supported repurposing this funding for direct restoration actions (fencing, planting, and sediment traps), rather than the creation of a plan that may not be carried out. The repurposing of funding will result in a greater number of landowners in the catchment being engaged, and this would build connection and momentum.
Combined budget for fencing with budget for planting	Flexibility will mean ORC can support landowners with what they need. This will be determined by site visits.
Added ‘Work with landowners to ensure regulations and best practice are followed during forestry harvest” to Activity Group 2.	Community members expressed concern about forestry activities and the key landowner was happy to receive advice on minimising sediment movement. ORC can facilitate this.
Added geographic boundaries covered by the plan to the Scope.	To clarify that the scope of the plan encompasses both the lower and upper lagoons, the associated wetlands, outflow, and catchments.
Parts of Activity Group 3 relating to habitat restoration were combined and simplified	To make the process more flexible and reduce burden on landowners.
Included animal pest control, plant maintenance, erosion control, and consideration of future walking access in habitat enhancement plans.	Improving/extending the walking access around the lagoon was identified during early consultation, however this goal fell outside the management actions prioritised in the plan. Community members wanted landowners to at least consider potential future walking access when restoration plans are created. There was concern about damage to plantings from pest animals, particularly rabbits. Site visits will also determine if erosion is contributing to sediment to the lagoon.

	Plant maintenance is crucial to plant survival. Responsibility and input for this activity needs to be detailed in restoration plans.
Added ‘enhanced native aquatic and terrestrial biodiversity’ to the long-term outcomes. Noted that the community values also include recreational access, fishing, and enhancement of native biodiversity.	To acknowledge that the Long Term Plan focusses on degraded water bodies, the Vision is catchment-wide, and the values of the community are multi-faceted. Improving water quality will improve fisheries. Native biodiversity was highly valued; the lagoon area is a regionally significant wetland habitat for native fish.
Added ‘Provide feedback on signage’ to the potential roles for DOC, Landcare Trust, Tomahawk-Smaills Beachcare Trust, and Community members.	These parties expressed interest in helping with this activity to ensure that signage is accurate, engaging and highlights the community’s effort.
Added potential roles for Fish & Game.	F&G have an interest in supporting native and introduced fish. Can monitor fish before and after creek restoration. Assess fish passage and barriers. Involvement in creek restoration (putting in rocks and gravel).
Added ‘Oversee prioritisation of habitat restoration sites and implementation’ to ORC’s role. Added ‘where capacity allows’ to Tomahawk-Smaills Beachcare Trust role of facilitating planting.	To ensure funds and support are distributed transparently and fairly. To support priority sites in a way that considers the vision, management goals, and community’s capacity.
Removed ‘advertise planting days’ from OPBG role.	OPBG have other strategic priorities.
Added ‘To monitor long-term outcomes, ORC has established a monthly water quality monitoring site in the deepest point of the upper lagoon’.	This is the key indicator of long-term success of the project.
Added ‘Help facilitate volunteer engagement in habitat restoration activities’ to DCC’s potential roles.	DCC’s Volunteer Coordinator may be able to facilitate community involvement especially on any DCC land.
Added ‘Check for cultural sites that may be positively or negatively impacted by restoration activities’ to Mana whenua and Aukaha potential roles.	Knowledge of sites of importance to Māori will be added to, and influence, the prioritisation of habitat restoration.

Why is there baking soda in my letterbox?

It's cheaper to look after your septic tank than it is to fix it, and it's better for your waterways.

Using homemade cleaning products is one way to look after your septic tank.

Baking soda can safely go down your drain and doesn't kill the good bacteria in your septic tank needed to treat household wastewater.

Know how your septic tank works

Septic tanks collect wastewater from your house. They rely on 'good bacteria' to break down some of the contents in the tank.

Septic tanks hold wastewater long enough for solids to settle to the bottom of the tank as **sludge.** The fats and oils float to the top as **scum.** The **liquid** is then slowly discharged to a nearby disposal field where it can soak into the ground.



Find out more on how to look after your septic tank:

orc.govt.nz/septictanks

If we reduce the pollutants that are dispersed to land, we can ensure our local waterways are healthy.

This work is part of a larger project for Lake Tuakitoto, where ORC is working with the community towards maintaining and enhancing water quality and biodiversity.

Community actions will contribute to a healthy ecosystem for all to enjoy.

Otago Regional Council

Looking after your septic tank

- **Reduce your water use**
- **Use gentle cleaning products in your home**
- **Know how your septic tank works and have a maintenance schedule**

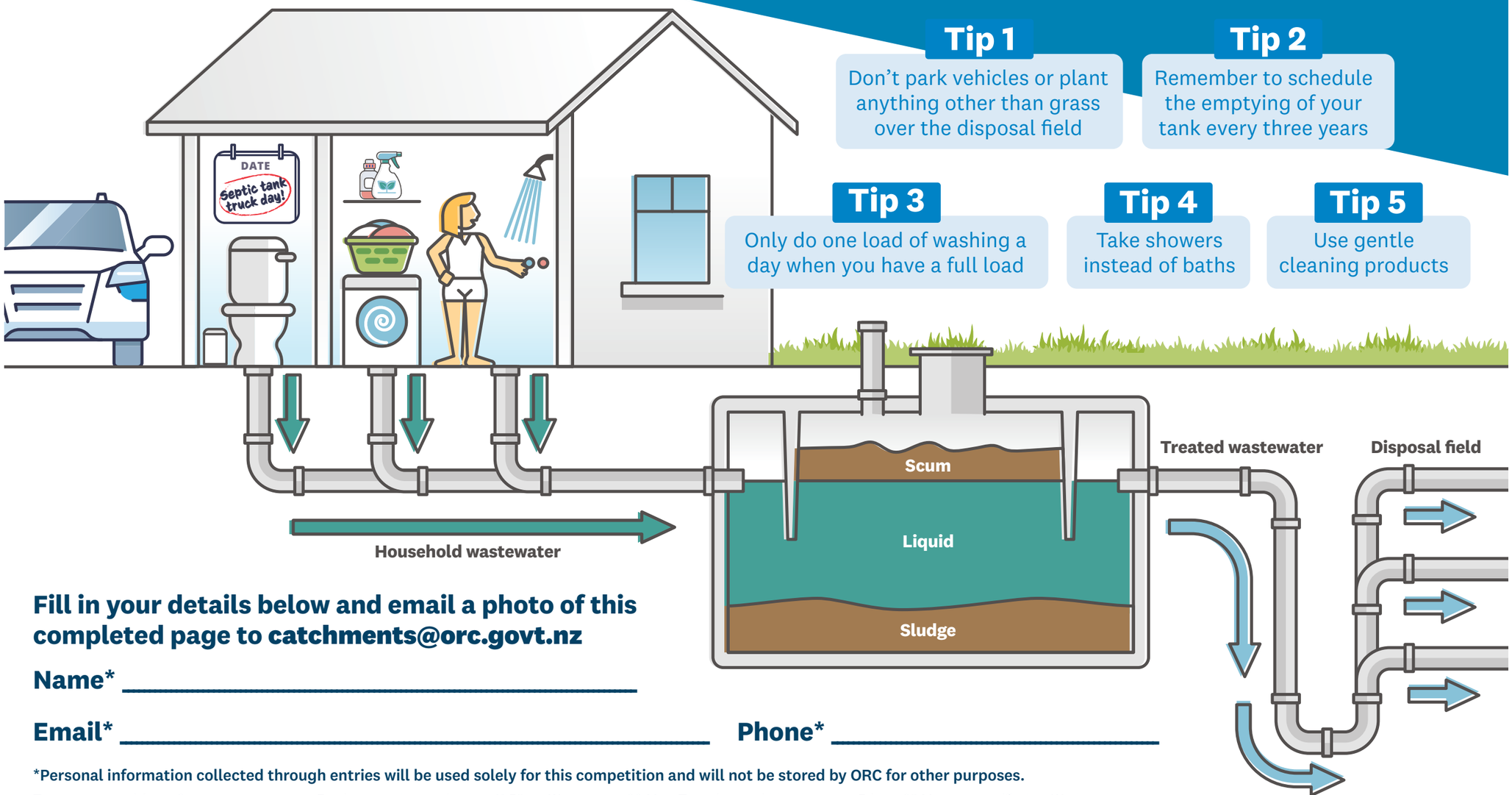


Otago Regional Council

Go in the draw to

Win a $100 supermarket gift card

Draw a line from each of the five maintenance tips below to the part of the picture that illustrates them.



Tip 1
Don't park vehicles or plant anything other than grass over the disposal field

Tip 2
Remember to schedule the emptying of your tank every three years

Tip 3
Only do one load of washing a day when you have a full load

Tip 4
Take showers instead of baths

Tip 5
Use gentle cleaning products

Fill in your details below and email a photo of this completed page to catchments@orc.govt.nz

Name* _____

Email* _____ **Phone*** _____

***Personal information collected through entries will be used solely for this competition and will not be stored by ORC for other purposes.**

Terms and conditions: One entry per person. Entries must be received by 11.59pm Wednesday, 20 May. The winner will be drawn on Friday, 22 May, and notified by Wednesday, 27 May, using the contact details provided. A $100 supermarket gift card will then be posted to the winner. Otago Regional Council staff are ineligible to enter.

9.6. Funding Agreement with MPI for Wilding Conifer and Wallaby Programmes

Prepared for:	Environmental Delivery Committee
Report No.	GOV2560
Activity:	Governance Report
Authors:	Libby Caldwell, Manager Environmental Implementation; Sarah Irvine, Team Leader Project Delivery; Gavin Udy, Project Delivery Specialist – Biosecurity Programmes; and Will McBeth, Project Delivery Specialist – Biosecurity Programmes
Endorsed by:	Joanna Gilroy, General Manager Environmental Delivery
Date:	5 June 2025

PURPOSE

[1] To seek approval to:

a. Enter into service agreements with the Ministry for Primary Industries/Manatū Ahu Matua (MPI) for funding and operational delivery of the National Wilding Conifer Control Programme and the Tipu Mātoro National Wallaby Eradiction Programme in Otago for the 2025/26 financial year.

b. Commence delivery of the National Wilding Conifer Control Programme and the Tipu Mātoro National Wallaby Eradication Programme from 1 July 2025, if signed funding agreements are not yet received from MPI.

EXECUTIVE SUMMARY

[2] The National Wilding Conifer Control Programme (the Wilding Conifer Programme) was established by MPI in 2016 and in 2020, MPI initiated the Tipu Mātoro National Wallaby Eradication Programme (the Tipu Mātoro Wallaby Programme). Council has had a number of agreements in place to deliver work under these programmes.

[3] MPI have not yet issued a new draft Wilding Conifer Goods and Services Agreement 2025-2030, but they have issued a draft Tipu Mātoro Wallaby Programme Goods and Services Agreement 2025-2030 (Attachment 1) to replace the agreement that is expiring. It is proposed that both new agreements would be for five-year terms (from 1 July 2025 – 30 June 2030) with variation for annual funding.

[4] It is recommended that when finalised, the new goods and services agreements are accepted, and Council continues to act as the recipient for MPI funding for the Wilding Conifer Programme and Tipu Mātoro Wallaby Programme in Otago, and that the Chief Executive can sign the new agreements for and on behalf of Council.

[5] For the last two years there has been a delay in MPI issuing the funding agreements for the Wilding Conifer Programme and Tipu Mātoro Wallaby Programme to Council for signing. This delay has created issues for delivery of both national programmes. To address this delay, it is proposed that Council starts the delivery of works for the

National Wilding Conifer Control Programme and the Tipu Mātoro Wallaby Programme from 1 July 2025 even if the Goods and Services agreements are not yet signed. The Council biosecurity budget can carry the financial risk, until signed agreements are received, to ensure continuity and effective delivery of the programmes.

RECOMMENDATION

That the Committee:

1) ***Notes** this report.*
2) ***Recommends to Council that they approve Option 1** that Council continues to act as the Recipient of funding from MPI for the National Wilding Conifer Control Programme and Tipu Mātoro Wallaby Eradication Programme in Otago.*
3) ***Recommends to Council that they approve** the Goods and Services agreement over the period of 1 July 2025 to 30 June 2030 and Government funding of $1,070,000 (excluding GST), or an amount similar to this if the budget is altered by MPI, over the period 1 July 2025 to 30 June 2026, for Otago's share of the National Wilding Conifer Programme and authorises the Chief Executive to sign the agreement for and on behalf of Council if there are no significant changes.*
4) ***Recommends to Council that they approve** the Goods and Services agreement over the period of 1 July 2025 to 30 June 2030 and Government funding of $950,000 (excluding GST), or an amount similar to this if the budget is altered by MPI, over the period 1 July 2025 to 30 June 2026 for Otago's share of the Tipu Mātoro National Wallaby Eradication Programme and authorises the Chief Executive to sign the agreement for and on behalf of Council if there are no significant changes.*
5) ***Recommends to Council that they approve Option 3** to commence delivery of works for the National Wilding Conifer Control Programme and the Tipu Mātoro National Wallaby Eradication Programme from 1 July 2025, even if there is a delay in the signing of the agreements with MPI.*
6) ***Recommends that the Council Notes** the obligations for Council found in Schedule 2, Clause 6 of the* draft Tipu Mātoro Wallaby Programme Goods and Services Agreement 2025-2030 *(Attachment 1).*

BACKGROUND

Wilding Conifer Programme

[6] Wilding conifers are identified as a Progressive Containment species in the Otago Regional Pest Management Plan 2019-2029 (RPMP). Wilding conifers are a major threat to Otago's ecosystems, land, and farms.

[7] The National Wilding Conifer Control Programme (Wilding Conifer Programme) was established in 2016 as a national collaborative approach to prevent the spread of wilding conifers and to progressively remove them from landscapes within New Zealand. From 2016 - 2024, the Wilding Conifer Programme has invested $140 million in wilding conifer control nationally. From 1 July 2024, baseline funding of $10 million per annum has been committed to the Wilding Conifer Programme by MPI, with an indicative operational budget of c. $7.5 million nationally.

[8] During the establishment of the Wilding Conifer Programme, Central Government identified Regional Councils as best placed to manage the control programmes as they provide leadership at a regional level, enable wilding conifer control in regional plans, establish rules in regional pest management plans and ensure land occupier compliance.

[9] Council has entered into two previous funding agreements with MPI in relation to the Wilding Conifer Programme – one from 2020-2024 and one from 2024-2025. The current agreement expires 30 June 2025 (Attachment 2).

[10] MPI have not yet provided Council a draft agreement to replace the agreement that is expiring. It has been discussed with Biosecurity New Zealand staff that the new Wilding Conifer Goods and Services Agreement 2025-2030 would be for a five-year term (from 1 July 2025 to 30 June 2030) with variation for annual funding.

Tipu Mātoro Wallaby Programme

[11] Bennett's Wallaby are listed as an Unwanted Organism under the Biosecurity Act 1993 and are identified as an eradication pest in the Otago Regional Pest Management Plan 2019-2029 (RPMP). These animals have the potential to significantly impact on the environment, primary industry and economy and become a burden for future generations should feral populations establish in Otago.

[12] In 2016, Council initiated the Otago Wallaby Programme with the aim of preventing wallabies from establishing in Otago. This was in response to a sharp increase in Bennett's Wallaby sightings in Otago along the northern regional boundary.

[13] In 2020, MPI established the Tipu Mātoro National Wallaby Eradication Programme (Tipu Mātoro Wallaby Programme), working in partnership with affected Regional Councils to reduce the spread of wallabies and eliminate them from New Zealand. $27 million over 4 years was allocated to the Tipu Mātoro Wallaby Programme through Jobs for Nature, with the bulk of this funding earmarked for control operations to both find and eradicate satellite populations outside of traditional containment zones, while reducing populations within these zones to reduce dispersal of wallaby into new areas.

[14] Council has entered into two previous funding agreements with MPI in relation to the Wallaby Programme – one from 2020-2024 and one from 2024-2025. The current agreement expires 30 June 2025 (Attachment 3).

[15] MPI have provided Council a draft agreement (the Tipu Mātoro Goods and Services Agreement 2025-2030 (Attachment 1)) to replace the agreement that is expiring. The new Tipu Mātoro Wallaby Goods and Services Agreement 2025-2030 would be for a five-year term (from 1 July 2025 to 30 June 2030) with variation for annual funding.

Both Programmes

[16] For the last two years, there has been a delay in MPI issuing the funding agreements for the Wilding Conifer Programme and Tipu Mātoro Wallaby Programme to Council for signing. The financial year commences on 1 July each year and staff have not received funding agreements for signing until between September and November for the last two years. This delay created issues for delivery of both national programmes in Otago.

[17] Staff have provided feedback to MPI directly, as well as through Te Uru Kahika, in regard to the impact that the delay in providing the funding to Council causes. Staff will continue to advocate for funding delays being reduced to ensure that delivery of the programmes is as efficient and effective as possible.

[18] It is proposed that the work programmes may commence prior to signed funding agreements with MPI, if these are not provided early enough in the financial year. The

Council Biosecurity budget can carry the financial risk until signed agreements are received to ensure continuity and effective delivery of the programmes. Funding is highly likley to still be provided by the Government, there will just be a delay due to how their systems work.

DISCUSSION

Wilding Conifer Goods and Services Agreement 2025-2030

[19] Continued investment from MPI and regional involvement by Council in the Wilding Conifer Programme is essential to achieving long-term sustainable wilding conifer outcomes for the region. Through the new Wilding Conifer Goods and Services Agreement 2025-2030, it is envisaged that Council is to receive $1.07 million of MPI funding for the 2025/26 financial year. There are no changes envisaged to the number of 'active' Management Units (12) in the Otago region.

[20] Council's obligations are envisaged to be the same as in the previous 2024/25 agreement.

[21] Council will continue to enter into subcontractor agreements for the delivery of wilding conifer control work within selected Management Units for the 2025/26 financial year.

Tipu Mātoro Wallaby Goods and Services Agreement 2025-2030

[22] Continued investment from MPI and regional involvement by Council to eliminate Bennett's Wallaby from Otago is essential to achieving long-term outcomes for the region.

[23] Under the new Tipu Mātoro Wallaby Programme Goods and Services Agreement 2025-2030, Council is proposed to receive $0.95 million of MPI funding for the 2025/26 financial year.

[24] Council's obligations under the Tipu Mātoro Wallaby Goods and Services Agreement 2025-2030 are outlined in Schedule 2, Clause 6.

[25] Council staff will provide feedback to MPI on the proposed updated terms in the Goods and Services agreement for the Tipu Mātoro Wallaby Programme, which are considered minor. These changes largely reflect existing operational planning, delivery and reporting of control work within Otago. No additional costs to Council are anticipated in meeting the amendments proposed.

[26] Council will continue to enter into subcontractor agreements for the delivery of wallaby surveillance and control work within selected Management Units for the 2025/26 financial year.

Both Programmes

[27] MPI have varied several minor terms in the Goods and Services agreements proposed for the five-year term of 2025 -2030. These include:

a. A five-year term with annual funding variations;
b. Reducing the language and duplication of sections to improve readability.

[28] There are no changes proposed to Council's obligations between the previous and new agreements.

[29] In addition to the draft Goods and Services Agreements, MPI and Council are signatories to the Memorandum of Understanding (MOU) on biosecurity matters (signed between Biosecurity New Zealand, Department of Conservation and Te Uru Kahika – Regional and Unitary Councils Aotearoa, August 2024). The MOU provides an overarching collaborative framework for working on biosecurity.

[30] Funding delays are pushing the programmes to start in September-November each financial year, reducing the timeframe for programme delivery from 12 months to 8-10 months; this results in multiple issues and risks (Table 1).

Table 1: *Risks and issues arising from delayed signing of funding agreements with MPI for the Tipu Mātoro Wallaby Programme and National Wilding Conifer Programme*

Risk/Issue	**Details**
Workforce	If Council is unable to issue contracts from 1 July, the programme loses critical supplier capacity and capability as a result. This is because: • suppliers take on other work, and/or • suppliers have insufficient work to retain their workforce Note – this could also result in additional costs to the supplier if they then have to re-hire/retrain new staff later in the year. In terms of the Tipu Mātoro Wallaby Programme, losing dog handlers is a particularly significant risk, as trained wallaby dogs take two years to train and certify to become fully operational. In addition, delays have resulted in: • suppliers having to work during the hottest part of the year (Jan-March) to complete the programme. Suppliers have raised concerns about the wellbeing of their staff and dogs working during this period. • work having to start during lambing (between September and December) which limits the properties that allow access. This means the programme has to change its approach/plan for the year.
Reputational	If the public, community group or farmers lose confidence in Council to deliver the programme.
Contractual	Council fails to deliver on its service agreements with MPI.
Financial	Council is required to return funding to MPI because they have been unable to spend the entirety in the reduced timeframe.
Biosecurity	Council cannot deliver the programmes and achieve the RPMP objectives.
Organizational	Critical time is being lost annually due to funding delays. This causes a bottleneck of work for the Project Delivery team and associated administrative tasks.

[31] These issues and risks have been communicated to MPI and MPI are working to improve efficiencies, but at this stage it is not certain when these agreements will be received for signing. The risks to biosecurity outcomes and the others above, by not starting work on time, need to be measured against any legal and financial risks of taking this approach.

[32] For the Tipu Mātoro Wallaby Programme and Wilding Conifer Programme combined there is an estimated $550,000 spend in the first quarter. To mitigate the risk to operational delivery and ensure effective continuity of these two programmes, it is recommended that work commences on 1st July and Council take on the financial risk until the agreements are signed.

[33] There is a risk that MPI could withdraw funding prior to the signing of the agreements, but this risk is considered to be low. It is proposed that some of the Council Biosecurity budget (subject to annual plan approvals) could be reallocated to cover this risk (Table 2).

[34] If there are changes to the Biosecurity budget, as a result of the annual plan process, there will need to be some further consideration around which proposed activities could cover the risk, if this arises.

Table 2. *Proposed ORC Biosecurity Budget 2025/26 financial year that could be reallocated if proposed MPI funding agreements were not signed after the first quarter (noting that these are also dependant on annual plan process currently underway).*

Proposed ORC 2025/26 FY Budget Allocation	**Total**
Wallaby Control, Health and Safety audits, and communications	250,000
Wilding Conifer Delivery of the Regional Wilding Conifer Strategy	100,000
Site-Led Funding Delivery of the RPMP Site-Led Programmes	200,000
Total	**550,000**

OPTIONS

Funding agreements

Option 1 - Recommended option

[35] The Committee recommends to Council that they enter into the agreements and delegates to the Chief Executive the ability to sign these. Under this option Council continues to maintain responsibility for the regional funding and management role associated with the Wilding Conifer Programme and/or Tipu Mātoro Wallaby Programme and commits the resources required to ensure that Council's responsibilities are fulfilled.

[36] The benefits of this option is that biosecurity objectives both nationally and regionally are supported and impacts on the environment and economy are mitigated. Council's Regional leadership role in pest management is maintained.

[37] The risk with this option is that there is continued in-kind costs to administer and deliver agreements.

Option 2

[38] Under this option Council withdraws from its management role associated with the Wilding Conifer Programme and/or Tipu Mātoro Wallaby Programme, and request that MPI engage directly with another agency.

[39] There are risks with this option, which include: Council's regional leadership role in pest management would be reduced, Council would be the only Regional Council who are part of the national programme who do not hold this responsibility, other funding opportunities may not be provided to Council and risks to biosecurity nationally and regionally. Reputational risk if Council become the only Regional Council who are part of the National Programmes, to not hold these responsibilities.

[40] There are no clear benefits from this option.

Council Expenditure prior to MPI agreement signing/receipt of funding

Option 3 – recommended option

[41] The Committee recommends that expenditure up to $550,000 from 1 July for the Tipu Mātoro Wallaby Programme and Wilding Conifer programmes combined. With this option Council carries a financial risk of $550,000 if there is a change before the MPI agreement is signed and Council does not receive the proposed funds. If this occurs, there is provision in the biosecurity annual budget to cover additional funds. Any Statements of Work issued prior to signing of the MPI agreement would have a clause to terminate the SOW if MPI funding is not forthcoming.

[42] The positives of this option is that it will enable important biosecurity work to commence as soon as possible and to address the risks outlined in Table 1.

[43] Risks of this option are financial, but these can be mitigated by how the rest of the biosecurity work programme is planned.

Option 4

[44] The Committee does not recommend to Council that they approve the expenditure and carries on with the current approach to only starting work when the funding agreements are signed. This may result in months of delay to critical biosecurity work and the risks in table 1 will likely be realised.

[45] The benefits of this option is that Council does not carry any financial risk and other planned work will be delivered.

Option 5

[46] The Committee recommends that expenditure up to $550,000 from 1 July for the Tipu Mātoro Wallaby Programme and Wilding Conifer programmes combined. This budget would be utilized from Biosecurity reserves. The reserves are currently in deficit so this

would increase the deficit. With this option Council carries a financial risk of $550,000 if there is a change before the MPI agreement is signed and Council does not receive the proposed funds. Any Statements of Work issued prior to signing of the MPI agreement would have a clause to terminate the SOW if MPI funding is not forthcoming.

[47] The positives of this option are the same as in Option 3 but also enables the Biosecurity operational budget to remain as is and there would be no impact on the ability to deliver the programmes as detailed in Table 2. Any Statements of Work issued prior to signing of the MPI agreement would have a clause to terminate the SOW if MPI funding is not forthcoming.

[48] Risks of this option are financial in that the Biosecurity reserve is already in deficit and this will increase if the risk is realised.

CONSIDERATIONS

Strategic Framework and Policy Considerations

[49] The RPMP outlines the framework for how pest plants and animals will be managed in Otago over the next 10 years. For wilding conifers, the objective is to progressively contain and reduce the geographic extent of wilding conifers within the Otago region. For wallaby, the objective is to reduce all infestations of Bennett's wallaby to zero levels within the Otago region.

[50] New Zealand Wilding Conifer Management Strategy 2015-2030 – The strategy aims to support effective collaboration between land occupiers, researchers, regulators and communities to address the critical overarching issues facing wilding conifer management. The strategy's vision is to prevent the spread of wilding conifers and contain or eradicate established areas of wilding conifers by 2030.

[51] Aotearoa New Zealand Wallaby Strategy – The strategy sets out the first step towards protecting New Zealand's natural and production environments, by removing wallabies outside containment. The strategy is founded upon collaboration - working across central and regional government agencies, upholding the principles of the Treaty of Waitangi/Te Tiriti o Waitangi by working with Māori, working with land managers, and bringing along the wider community.

Financial Considerations

[52] Council's responsibilities will continue under the new Goods and Services agreements, which include the preparation (or procuring the preparation of) Management Unit Operational Plans, establishing and facilitating a Regional Co-ordination Group for each programme, inputting (or procuring the inputting of) financial and geo-spatial data into information systems, developing health and safety management plans and managing its health and safety obligations (including managing critical risks, incident reporting and investigations), conducting audits, and meeting with MPI when required at Council's cost. Council also continues to have a 'business as usual' education and compliance role, with associated costs. This has been estimated at approximately $550,000 per annum.

[53] In the draft Long-Term Plan 2024-2034 it has been assumed that funding would be provided by MPI to deliver both the Wallaby and Wilding Conifer programmes.

[54] In the draft Long-Term Plan 2024-2034 $250,000 has been allocated annually to the Otago Wallaby Eradication Programme. This is still subject to the Annual Plan approval process and any decisions through that process. If there are changes proposed through the annual plan process which impact on the Biosecurity budget, reconsideration will need to be undertaken around if the risk proposed through this paper is warranted.

Significance and Engagement

[55] Nil.

Legislative and Risk Considerations

[56] The Wilding Conifer Programme assists the Regional Pest Management Plan to achieve compliance. This is enabled by offering landowners up to 80% contribution to wilding conifer control on their properties. If public money has been spent on the property, this provides opportunities for Council carry out compliance activities should re-infestations of conifers establish.

Climate Change Considerations

[57] Nil.

Risk Considerations

[58] If responsibility for the regional funding and management role is declined, there could be reputational risk to Council, as Council would be the only Regional Council involved in National Programmes that would not hold these responsibilities.

[59] Wilding conifers represent a significant biosecurity risk, both nationally and regionally, with impacts on both the environment and economy. Otago's iconic landscapes are highly vulnerable to the invasion of wilding conifers which, if not controlled, would permanently alter our landscape and significantly impact on the region's recreational, hydrological and conservation values - and lead to an increase in wildfires. Particularly at risk is our high country and tussock grasslands.

[60] The National Wilding Conifer Control Programme provides an effective, collaborative, and coordinated approach to wilding conifer management nationally, and regionally. Continued investment from the National Wilding Conifer Control Programme (and others) and involvement by Council is critical to preventing the spread of wilding conifers and protecting our region's unique landscapes, primary industry, tourism, and economy from the impacts of wildings.

[61] Bennett's Wallaby are capable of causing significant adverse environmental effects if not controlled. These include preventing the regeneration of native bush, depletion of forest understorey and possible impacts on water quality. They also damage tall tussock grasslands, including the inter-tussock vegetation which can become depleted with a consequent increase in bare ground and higher risk of soil erosion. Adverse economic effects include damage to pasture and exotic forestry, particularly at the establishment stage.

[62] Continued investment from the Tipu Mātoro National Wallaby Eradication Programme and involvement by Council in the eradication of Bennett's wallaby from Otago is critical to protecting our region's economy and biodiversity values.

[63] Continuity of works throughout the 12 month financial year are important for effective delivery of the Tipu Mātoro Wallaby Programme and Wilding Conifer Programme. Delays in signing of the MPI agreements can interrupt works and reduce the time frame to achieve effective delivery of the programmes.

NEXT STEPS

[64] If the recommendations are made to Council, staff will finalise the Goods and Services Agreements with MPI for the five-year term of 2025-2030 and funding allocation for the 2025/26 financial year. Staff will also issue Statements of Work from 1 July 2025 to ensure effective continuity of the programmes.

ATTACHMENTS

1. 2025 Services Agreement - Wallabies DRAFT [**9.5.1** - 37 pages]
2. Otago Regional Council - Agreement - Wilding Conifers July 2024 CE SIGNED [**9.5.2** - 43 pages]
3. Wallaby Services Agreement - Otago Regional Council SIGNED [**9.5.3** - 43 pages]

Conflict of Interest declaration

I, *Insert name of Supplier representative,* have made diligent inquiry whether *Insert Supplier name* has any actual, potential or perceived Conflict of Interest in relation to the proposed contract for *insert description of the services* (the Services), and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:

CONFLICT OF INTEREST DECLARATION
Conflict of Interest means any conflict between the Supplier's interests or obligations with its responsibilities in performing the Services, such that the independence, objectivity or impartiality of the Supplier can be called into question. Refer to the Conflicts of Interest – Information for Suppliers on MPI's website for further information: https://www.mpi.govt.nz/about-mpi/suppliers-information/.
☐ (✓) I declare that, to the best of my knowledge, there is no actual or potential current conflict of interest in relation to the Services. ☐ (✓) I declare the following actual or potential current conflict of interest in relation to the Services:Insert details
☐ (✓) Should further conflicts arise during any contract for the provision of the Services, I will make a further declaration and inform the MPI contact manager. If the Supplier becomes aware of any matter, event or circumstance that gives rise to any Conflict of Interest while performing the Services they must notify MPI in writing. If a Conflict of Interest does arise the Parties must discuss, and then, without prejudice to MPI's rights under any contract, agree and record in writing, how it will be managed.
☐ (✓) The information provided is true, accurate and complete and not misleading in any material respect. I have secured all appropriate authorisations to submit this declaration, to make the statements and to provide the information contained herein. I understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and subsequent interactions may result in being eliminated from further participation in the RFP processes, MPI Working Groups, and/or termination of the contract.
☐ (✓) The Supplier will do its best to avoid situations that may lead to any Conflict of Interest during any contract for the Services and will use all reasonable endeavours to minimise the impact on MPI of any Conflict of Interest.
MANAGEMENT OF ANY CONFLICT OF INTERESTS DECLARED

Register	Restrict	Recruit	Remove

The following steps are planned to avoid/mitigate the conflict(s): Insert details
By signing this declaration, the signatory below represents, warrants and agrees to MPI keeping a record of this declaration and the matters it pertains. MPI shall treat this information as confidential in so much as is required under relevant legislation and shall only use it as part of its legislative decision-making obligations.

Name of Supplier's authorised signatory	
Signature of authorised signatory	
Date	

Declaration	I confirm that I have received this declaration and noted its comment.
Name of Ministry for Primary Industries reviewer	
Signature of authorised signatory	
Date	
Comments (mandatory where a conflict of interest is declared)	

Ministry for Primary Industries
Manatū Ahu Matua

GOODS AND SERVICES AGREEMENT

FOR

[INSERT SUBJECT MATTER]

BETWEEN

Ministry for Primary Industries

AND

[NAME OF CONTRACTOR]

AGREEMENT NUMBER: [xxxxx]

GOODS AND SERVICES AGREEMENT

BETWEEN

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

AND

[**FULL LEGAL NAME OF CONTRACTOR**] **(**Insert NZBN -if relevant, Insert GST Number -if relevant), having its [registered offices / primary place of business] at [insert address] (the "**Contractor**"). Check the NZBN matches the number on the NZBN register. Check the GST number has 9 digits.

AGREEMENT

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

Schedule 1: Specific Terms

Schedule 2: General Terms

Schedule 3: Health & Safety Terms

SIGNATURES

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

_____
Signature

Name:

Title:

Date:

in the presence of:

_____
Witness Signature

Name:

Occupation:

Address:

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

_____
Signature

Name:

Title:

Date:

in the presence of:

_____
Witness Signature

Name:

Occupation:

Address:

SCHEDULE 1: SPECIFIC TERMS

1. BACKGROUND

Wallabies are a serious pest in New Zealand and populations have been expanding numerically and geographically for a number of years. They have a significant impact on indigenous forest through browsing on undergrowth and regenerating plants. They compete with stock for pasture and fodder species, consequently reducing stocking rates. Wallabies have also been known to damage fences, contribute to erosion and cause damage to plantation forestry seedlings.

The issue is one that can only be addressed by landowners, community groups, iwi, industry, local and central government working together. In 2020 this was recognised by the New Zealand Government who provided funding to establish the Tipu Mātoro National Wallaby Eradication Programme (the **National Programme**) and to build on the regional efforts that were already taking place.

The New Zealand Government has allocated funding for managing wallabies to be distributed by MPI. Available funding will be distributed on a regional basis to selected regional councils for the purpose of that regional council carrying out activities that help manage wallabies, as part of the National Programme. Each Region(s) will comprise specific Management Units and within those Management Units there will be Operational Areas, within which operational activities for wallaby management will be carried out.

The Contractor is a regional council who wishes to manage wallabies in its Region(s). In addition, the Contractor and **XXXX** Regional Council have agreed that there are benefits to both regions if the parties collaborate in relation to the management of wallabies in their respective regions. As part of this collaboration, the contractor and **XXXX** Regional Council have agreed that the Contractor will be responsible under this Agreement for carrying out activities in, and using public funding for, both the **XXXX and XXXX**, as part of the National Programme. In addition, at times the Contractor may use funds under this agreement to support activities in other regions (e.g. in response to wallaby sightings reported in other regions). Any such activities will be coordinated with the relevant regional council for that region.

In addition to being partners of Tipu Mātoro, both MPI and the Contractor are signatories to the Memorandum of Understanding (MOU) on biosecurity matters (signed between Biosecurity New Zealand, Department of Conservation and Te Uru Kahika – Regional and Unitary Councils Aotearoa, August 2024). The MOU provides an overarching collaborative framework for working on biosecurity. The delivery of services under this contract is expected to meet the principles outlined in the MOU.

As MPI and the Contractor are part of the public sector, each wishes to ensure that there is appropriate oversight across the Contractor's activities and use of public funding, focus on health and safety, and sharing of useful information. The parties wish that the Regional Coordination Groups (refer to clause 4.2), help provide oversight of the National Programme in its Region(s).

The intended outcomes from this agreement are to:

a) help to contain and reduce the number of wallabies in New Zealand such that progressive containment is achieved;

b) support the implementation of the Aotearoa New Zealand Wallaby Strategy, including any subsequent amendments made by the Governance Group for the National Programme;

c) support the implementation of provisions related to wallaby management in Regional Pest Management Plans;

d) encourage and, where reasonably practicable, implement feedback from the Regional Coordination Group(s) for the Region(s) for which the Contractor is responsible; and

e) build and maintain a collaborative and constructive relationship between the parties and other stakeholders to address and manage the critical overarching issues caused by wallabies.

2. TERM

(refer clause 4.1 of Schedule 2)

Commencement Date: 1 July 2025

End Date: 30 June 2030

3. CONTACT DETAILS

(refer clause 23 of Schedule 2)

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

	Contract Manager	**Technical Liaison**
MPI	[Name] [Title] [Address] Phone: [TBC] Email: [TBC]	[Name] [Title] [Address] Phone: [TBC] Email: [TBC]
Contractor	[Name] [Title] [Address] Phone: [TBC] Email: [TBC]	[Name] [Title] [Address] Phone: [TBC] Email: [TBC]

4. GOODS AND SERVICES

4.1. Goods Definitions

In this Schedule unless the context requires otherwise:

Goods means:

Purchases of materials or technology by the Contractor for the purposes of carrying out the Services to be delivered as part of this agreement. Examples include fencing materials, baits, bait stations and camera equipment.

Generally such goods won't be delivered to MPI, but rather will remain in the possession of the Contractor, for ongoing use for the purposes of wallaby management.

4.2. Service Definitions

In this Schedule, unless the context requires otherwise:

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

The activities include:

a) Organise the Regional Coordination Group (RCG) for the Region(s) that the Contractor is responsible for and:

a. Ensure that the RCG members, or invitees, adequately represent partner organisations, including local iwi and stakeholders with an interest in the National Programme; and

b. Support the RCG to meet periodically (and at the frequency determined by the RCG) for the purpose of ensuring:

i. That the operational activities are planned in a cohesive and coordinated way;

ii. that operational activities work towards achieving the objectives of the Aotearoa New Zealand Wallaby Strategy;

iii. alignment of the activities carried out in relation to the National Programme to any other wallaby management work funded through other mechanisms, where it makes sense to do so;

iv. effective communication between the organisations responsible for wallaby management in the Region(s);

v. that progress on the operational activities are communicated with local communities including relevant land occupiers; and

vi. issues and risks are identified and dealt with or escalated to MPI.

b) Prepare (or procure the preparation of) an Operational Plan, for each Management Unit in the Region(s) that the Contractor is responsible for, for each financial year during the term of this agreement, using the template provided by MPI. The Regional Coordination Group is to be consulted and given the opportunity to input into the development of the Operational Plans.

c) Implement the Operational Plan in accordance with its terms, including by engaging Personnel and Subcontractors to implement that plan.

4.3. Operational Planning and Implementation

The Contractor shall submit the Operational Plan for the following financial year to MPI for approval by 1 May each year. The Operational Plan will be presented to the Governance Group for approval. MPI will notify the Contractor in writing whether the Operational Plan is approved or whether any amendments are required prior to the implementation of the Operational Plans.

The Contractor will meet the following Milestones:

Milestone	Due Date for Milestone
Prepare Operational Plan for 2026/27	1 May 2026
Implement the Operational Plan for 2025/26 (This Operational Plan was developed under the previous agreement with the Contractor)	30 Jun 2026
Prepare Operational Plan for 2027/28	1 May 2027
Implement the Operational Plan for 2026/27	30 Jun 2027
Prepare Operational Plan for 2028/29	1 May 2028
Implement the Operational Plan for 2027/28	30 Jun 2028
Prepare Operational Plan for 2029/30	1 May 2029
Implement the Operational Plan for 2028/29	30 Jun 2029
Prepare Operational Plan for 2030/31	1 May 2030
Implement the Operational Plan for 2029/30	30 Jun 2030

4.4. Acceptance

Acceptance of the Goods (if any) shall be subject to MPI's satisfaction (in its sole discretion) that the Goods are required for the purpose carrying out the Services.

4.5. Delivery Address

Not applicable.

4.6. Reports

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

Type of Report	Report To	Due Date
Wall-IS (Wallaby Information System) monthly reporting. To include: • Data of operational activities completed each month including method, location, area or length, subcontractor, start date, end date, total person hours worked, costs (expended); • Location and number of wallaby kills, missed, sightings and	MPI's Technical Liaison via Wall-IS	Within 5 Business Days of the end of each month.

Type of Report	Report To	Due Date
sign found; and • All data to be inputted in accordance with any Wall-IS user guide provided by MPI to the Contractor. **Financial year reporting.** To include: • Total costs of the operational activities for the year; • Value of any financial contributions from the Contractor or other parties; and • Value of any in kind contributions from the Contractor. **Health and Safety reporting.** • As detailed in Clause 5.1 of Schedule 3.	MPI's Technical Liaison via Wall-IS As detailed in Clause 5.1 of Schedule 3.	30 June each year As detailed in Clause 5.1 of Schedule 3.

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

4.7. Meetings

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

Meeting (Name and Description)	**Frequency**	**Attendees**
Agreement Manager Meetings	September, December, March, May and late June	MPI - Contract manager Contractor – Contract Manager or Technical Liaison
Ad hoc Meetings	As required	As required

4.8. Key Personnel

(refer clause 10 of Schedule 2)

Name	**Title**	**Role or Specialisation**
Not applicable	Not applicable	Not applicable

4.9. Maintenance

Not applicable.

5. PRICE

(refer clause 8 of Schedule 2)

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

Financial Year	**Price (excl. GST)**
2025/26	#####
2026/27	TBC
2027/28	TBC
2028/29	TBC
2029/30	TBC

5.1. Milestones and Fixed Price

The Contractor may invoice MPI for the Fixed Price in clause 5 up to the total amount specified for each year (plus GST if any). Each invoice may be issued at the commencement of implementation of the

Operational Plan each year. Each invoice will be paid on the 20th of the following month from the invoice date.

6. INTELLECTUAL PROPERTY

(refer clause 17 of Schedule 2)

7. REQUIRED INSURANCE

(refer clause 19 of Schedule 2)

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

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

8. GENERAL

8.1. Specific Confidential Information

(refer clause 15 of Schedule 2)

For the purposes of this Agreement, MPIs Confidential Information includes all information relating to MPI, its business strategies, marketing plans, facilities, systems, technologies, stakeholders, customers, or Contractors.

8.2. Additional Clauses

In addition to the warranties and representations contained in **clause 6.4 of Schedule 2**, the Contractor warrants and represents to MPI that the Goods and Services will:

a) conform in all respects with any description and samples provided;

b) be well packaged and securely stored until delivery;

c) be free from any [material] defect (including any [material] latent defect); and

d) satisfy MPI's stated requirements, be fit for MPI's expected use and purpose.

Information Security Requirements

Without limiting anything else in this Agreement:

- The Contractor will continuously employ during the term of the Agreement a person or persons in the roles of, or carrying out the duties of, Chief Security Officer and Chief Information Security Officer and a Privacy Officer with accountabilities for management and protection of information, including personal information.
- The Contractor will have and maintain at all times during the term of the Agreement a risk assessment framework which meets ISO 31000:2018 (Risk Management Guidelines).
- The Contractor will during the term of the Agreement provide regular information, awareness training and support to its staff to enable them to meet the New Zealand Government's Protective Security Requirements and uphold the Contractor's security and information security policies and plans.
- The Contractor will have and maintain at all times during the term of the Agreement processes to identify and manage risks to its people, information and assets as part of engaging subcontractors.
- The Contractor must promptly notify MPI if a situation may arise or has arisen where information provided to or collected by or on behalf of the Contractor (or a sub-contractor) in relation to the Services

may be or has been disclosed to or accessed by an unauthorised party, including where this may result or has resulted in the information being published, and must provide reasonable assistance to MPI as may be required to respond to or mitigate any breach.

- The Contractor will have, or put in place and maintain at all times during the term of the Agreement a suitable plan to manage security and privacy capability that is fit for purpose and will promptly supply to MPI a copy of the plan/s, and/or a report on their implementation, if requested by MPI.
- The Contractor will upon request will provide, written evidence of the above, any details as reasonably requested regarding the collection, storage and/or disposal of any MPI information or information collected on behalf of the Ministry including any derived products.
- The Contractor will, upon request, engage with MPI to identify and document the Contractor's current working practices and any documents or related procedures for information security and data privacy and, if required, work with MPI in good faith to agree practices and procedures to mitigate risks to MPI's information security and data privacy, such agreement not to be unreasonably withheld.

8.3. Attachments

Schedule 2: General Terms

Schedule 3: Health & Safety Terms

MPI GOODS & SERVICES AGREEMENT (MEDIUM FORM)

SCHEDULE 2: GENERAL TERMS

TABLE OF CONTENTS

1. DEFINITIONS 13
2. INTERPRETATION 14
3. ENTERING THIS AGREEMENT 15
4. COMMENCEMENT AND TERM 15
5. TITLE TO GOODS 15
6. PROVISION OF THE GOODS AND SERVICES 16
7. MILESTONES 18
8. PRICE AND PAYMENT 18
9. REMEDIATION OF FAULTS 19
10. PERSONNEL 19
11. SUBCONTRACTORS 20
12. CONFLICTS OF INTEREST 21
13. COMPLIANCE WITH LAWS 21
14. VARIATIONS 22
15. CONFIDENTIALITY 22
16. MEDIA RELATIONS 23
17. INTELLECTUAL PROPERTY 23
18. LIABILITY OF THE PARTIES 24
19. INSURANCE 25
20. DISPUTES 25
21. TERMINATION 26
22. EFFECT OF EXPIRY OR TERMINATION 27
23. CONTACT PERSONS AND LIAISON 28
24. INSPECTION 28
25. RECORDKEEPING AND AUDIT 28
26. NOTICES 29
27. EXTRAORDINARY EVENTS 29
28. MISCELLANEOUS 30

1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

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

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

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

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

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

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

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

a) is specified in Schedule 1 as being confidential;

b) is by its nature confidential;

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

d) is provided in confidence;

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

f) is commercially sensitive to that Party.

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

a) actual: where the conflict currently exists;

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

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

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

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

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

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

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

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

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

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

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

Goods means any goods to be supplied in accordance with the terms of this Agreement.

Governance group means the group which governs the National Programme and includes members who represent each programme partner.

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

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

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

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

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

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

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

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

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

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

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

Services means services described in clause 4 of Schedule 1 and/or otherwise to be supplied by the Contractor under or in relation to this Agreement and may include (but is not limited to) the storage, transport or delivery of any Goods purchased by MPI under this Agreement.

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

Term has the meaning given in clause 4.1.

Wall-IS means the 'Wallaby Information System' provided or made available by MPI.

2. INTERPRETATION

In this Agreement, unless the context requires otherwise:

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

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

c) the singular includes the plural and vice versa;

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

e) any references:

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

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

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

f) subject to clause 26, anything that this Agreement requires to be done in writing, may be done by email;

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

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

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

j) reference to a person includes:

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

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

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

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

m) references to time mean New Zealand standard time.

3. ENTERING THIS AGREEMENT

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

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

4. COMMENCEMENT AND TERM

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

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

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

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

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

5. TITLE TO GOODS

5.1 Title to the Goods (or components which have been incorporated into the Goods) will pass to MPI as follows:

a) Where MPI makes a Milestone payment, then title to all components incorporated into the Goods on the payment date shall transfer upon MPI making such payment; and

b) Title to any components relating to the completion of upcoming Milestones which are purchased by the Contractor using funds from MPI shall be deemed to be transferred to MPI (whether or not such components have been incorporated into the Goods); and

c) In the event that the Agreement is terminated prior to the completion of the next upcoming Milestone and there is any dispute regarding whether or not the Goods incorporate components that MPI has paid for, then the parties shall meet in good faith to discuss any balancing payments required. If a balancing payment being is required, then the title to the disputed components shall transfer upon the balancing payment being made. Notwithstanding any dispute regarding title, MPI shall be entitled to exercise its rights under clause 5.2.

5.2 In the event that the Agreement is terminated prior to delivery of the completed Goods, MPI shall be entitled to enter the premises of the Contractor and take possession of the Goods.

5.3 Risk in the Goods will pass to MPI on delivery of the completed Goods to MPI, or upon MPI taking possession of Goods pursuant to clause 5.2.

5.4 This clause 5 survives termination of this Agreement.

6. PROVISION OF THE GOODS AND SERVICES

Obligations of both Parties

6.1. Both Parties agree to:

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

b) discuss matters affecting this Contract or the delivery of the Goods and (if applicable) the Services, whenever necessary.

The Contractor's obligations and warranties

6.2. The Contractor will supply to MPI the Goods and (if applicable) the Services on the terms and conditions of this Agreement, time being of the essence.

6.3. The Contractor will ensure that:

a) the Goods and any Services are provided:

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

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

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

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

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

6.4. In relation to the Goods the Contractor warrants and represents that:

a) clear title to those Goods will pass to MPI as specified in Clause 5;

b) if applicable, the Contractor will use its best endeavours to ensure that all Goods supplied by the Contractor are properly installed and integrated into relevant MPI systems and property and will be compatible with, and will not damage, such systems and property.

These warranties are additional to any other warranties or guarantees implied by custom or law.

6.5. The Contractor must:

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

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

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

(i) significantly impact on the Goods, any Services, or the Price; or

(ii) receive media attention.

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

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

f) supply the Goods and deliver any Services in a manner that:

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

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

g) advise MPI of any change to the criminal record of the Contractor or any Personnel involved in the supply of Services during the term of this Agreement.

MPI's obligations

6.6. MPI must:

a) subject to clause 10.2, allow the Contractor's Personnel access to MPI's premises as reasonably required for the purpose of supplying the Goods and (if applicable) delivering the Services;

b) provide the Contractor with any information it has reasonably requested to enable the supply of the Goods and (if applicable) delivery of the Services; and

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

6.7. The Contractor warrants that the Goods shall be free of defects in material and workmanship during the period specified (**Warranty Period**)

The Warranty Period for each unit of the Goods shall commence from the date that the applicable unit is delivered to MPI.

If any component is determined by MPI to be defective within the Warranty Period for that component:

a) MPI shall provide notice to the Contractor of any apparent defects within ninety (90) days of discovery; and

b) The Contractor shall repair or replace that item without charge for parts or for labour (**Warranty Repair**);

c) The Contractor shall be provided with reasonable opportunity to inspect, repair and access the Goods, for warranty service; and

d) Disputes with respect to this clause shall be resolved in accordance with the process set out in clause 20; and

e) The warranties given under this clause 6.7 are without prejudice to any other rights or remedies that MPI may have under clauses 9, 20 and 21 of Schedule 2.

Where the Contractor holds any third party Contractor warranties relating to any component of the Goods, such warranties shall be held on trust for MPI. The Contractor shall promptly transfer or assign such warranties to MPI upon written request.

This clause 6.7 survives termination of this Agreement.

7. MILESTONES

7.1. The Contractor agrees that meeting its Milestones is a fundamental term of this Agreement such that a failure to do so is a breach having a material effect for the purpose of clause 21.3 and therefore agrees to meet those Milestones, except only to the extent it is:

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

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

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

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

8. PRICE AND PAYMENT

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

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

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

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

b) the purchase order number (to be provided by MPI after contract signing);

c) the name of the MPI Contract Manager – (enter name);

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

e) the relevant charges;

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

g) full details of any expenses.

for more information on MPI's invoice requirements, please visit MPI Contractor Invoice Requirements: https://www.mpi.govt.nz/dmsdocument/33807-MPI-Contractor-Invoice-Requirements

8.4. Subject to clause 8.5, MPI will pay by the 20th day of the month the Contractor's Tax Invoices received on or before the 5th Business Day of that month. All payments by MPI will be deemed to have been made in

Wellington, New Zealand. Payment by MPI is not evidence that the Services to which the invoice relates have been provided in accordance with this Agreement.

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

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

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

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

8.7. If required under tax legislation, MPI may make any deduction or withholding ("**Withholding**") from any payment due to the Contractor and will, on request, provide the Contractor with documentary evidence that the Withholding was accounted for by MPI to the relevant tax authority, in which case the Price will be deemed to have been fully paid by MPI where the balance of the Price has been paid to the Contractor (subject to MPI's rights under this Agreement, including under clause 8.5).

9. REMEDIATION OF FAULTS

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

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

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

9.2. If at the end of the timeframe specified in MPI's notice under clause 9.1 MPI still considers that a Fault exists then the MPI Contract Manager, in his or her discretion, may do one or more of the following things:

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

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

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

9.3. MPI's use of the process under this clause is without prejudice to any other rights or remedies it may have, including under clauses 20 and 21, including in respect of ongoing or future instances of Faults.

10. PERSONNEL

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

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

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

10.4. The Contractor will comply with the terms of Schedule 3 (Health and Safety).

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

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

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

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

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

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

10.6. In providing the Goods and/or Services the Contractor will ensure:

e) that access to the information provided to or collected by the Contractor will be limited to staff employed or subcontracted by the Contractor to those who are directly involved with the provision of the Goods and/or Services;

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

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

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

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

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

b. will provide evidence to MPI of such destruction or erasure.

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

11. SUBCONTRACTORS

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

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

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

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

11.2. The Contractor must ensure that:

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

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

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

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

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

11.5. The Contractor will ensure that its contract with each approved subcontractor will contain the same rights as found in clause 25, and that those rights are directly enforceable by MPI against the subcontractor pursuant to the Contract and Commercial Law Act 2017.

12. CONFLICTS OF INTEREST

12.1. The Contractor:

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

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

12.2. The Contractor must immediately notify MPI in writing of any matter, event or circumstance that gives rise to any Conflict of Interest. If a Conflict of Interest does arise the Parties must discuss, and then, without prejudice to MPI's rights under clause 21.4, endeavour to agree and record in writing, how it will be managed.

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

13. COMPLIANCE WITH LAWS

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

13.2. Except as specified in Schedule 1 or agreed in writing by MPI, the Contractor is responsible for ensuring that every necessary and prudent authorisation (including consents, permits and licences) is obtained to allow the

Contractor to perform its obligations under this Agreement, including in relation to performance carried out on MPI premises.

13.3. **Employment standards**: The Contractor must:

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

d) report any instances where the Contractor is being investigated by the Labour Inspectorate, or where the Contractor has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 13.3(a).

14. VARIATIONS

14.1. This Agreement may only be varied in accordance with clause 27.3 of Schedule 2 (each a "**Variation**"). Either Party may at any time in writing request a Variation ("**Variation Request**"). MPI will have no liability for any changes to the Goods or Services that are not agreed in a Variation.

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

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

b) if requested by MPI, a draft Variation.

14.3. The Contractor will:

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

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

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

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

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

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

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

15. CONFIDENTIALITY

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

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

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

c) under the Official Information Act 1982;

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

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

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

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

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

15.3. Should a request be made to either Party for information that is confidential to the other Party in accordance with clause 15.1(c), the Party to whom the request is made will notify the other Party as soon as practicable. Such notice will outline the information subject to the request, and allow the Party being notified a reasonable opportunity to provide comment on whether, in its opinion, there are good (or conclusive) reasons for withholding any or all of the information sought.

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

15.5. Each Party acknowledges that a breach of any obligation of confidence under this Agreement may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to any claim for damages and any other remedies available at law or equity, the non-breaching Party may seek specific performance or injunctive relief against any breach or threatened breach by the other Party, its Personnel, agents or contractors of this clause 15. Each Party undertakes to provide the other Party with any assistance possible in any such action against any of that first Party's Personnel, agents or contractors.

16. MEDIA RELATIONS

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

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

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

17. INTELLECTUAL PROPERTY

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

17.2. Other than Serendipitous IP, the ownership of all Developed IP (including Intellectual Property Rights in the Design Plans) will vest directly in MPI on its creation. To the extent ownership does not so vest, the Contractor irrevocably assigns such ownership to MPI.

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

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

17.5. MPI may take such steps as it deems necessary to register or protect its Intellectual Property under clauses 17.11 or 17.22 and in respect of Intellectual Property under clause 2 the Contractor will, at MPI's expense, provide such assistance as is necessary to allow MPI to do so.

17.6. The Contractor warrants that:

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

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

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

17.7. The Contractor indemnifies MPI from any costs, loss, expenses (including legal costs), damage or liability incurred by MPI arising out of or in connection with any third party claim that, if true, would cause the Contractor to be in breach of clause 17.6 (each a "**Claim**").

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

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

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

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

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

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

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

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

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

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

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

18. LIABILITY OF THE PARTIES

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

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

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

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

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

c) third party claims for negligence;

d) business interruption;

e) work around or recovery from a Goods, or Service failure;

f) reperformance of a Service or replacement of Goods;

g) breach of clause 15 (Confidentiality) or 17 (Intellectual Property); or

h) fines or penalties.

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

18.4. The Contractor's liability to MPI or obligation to indemnify MPI arising under or in connection with this Agreement in relation to any event or series of related events will be limited to the amount paid to the Contractor under this Agreement during the 12 month period immediately prior to the event or last in a series of related events, provided that this clause will not limit the Contractor's liability in relation to:

a) any damage to property;

b) any unlawful or malicious act or omission;

c) its breach of clause 15 (Confidentiality); or

d) its breach of clause 17.6.

The limitations and exclusions of liability in this clause 18 apply irrespective of how liability arises, whether in contract, equity, tort (including negligence), statutory duty or otherwise.

19. INSURANCE

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

19.2. Without limiting clause 19.1, the Contractor must effect and maintain during the term any insurance cover of the type and to the level specified in Schedule 1.

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

20. DISPUTES

20.1. Except where a Party seeks urgent interlocutory relief, injunction, or specific performance, or has terminated this Agreement, neither Party may commence court proceedings against the other without the relevant Party first having lodged a Dispute Notice under this clause 20 and each Party having complied with clauses 20.2 to 20.6 inclusive.

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

a) view of the facts of the Dispute;

b) legal position on the Dispute;

c) its suggestion for resolving the Dispute; and

d) representative authorised to resolve the Dispute.

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

a) view of the facts of the Dispute;

b) legal position on the Dispute;

c) its suggestion for resolving the Dispute; and

d) representative authorised to resolve the Dispute.

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

20.5. Where the Parties are unable to negotiate a resolution to the Dispute within 20 Business Days of the Recipient's receipt of the Dispute Notice (or such other time as the Parties agree in writing), then clause 20.6 will apply.

20.6. The Parties will use best efforts to agree on a mediator and a fee for that mediator. However, if the Parties cannot agree within five Business Days of the expiry of the timeframe referred to in clause 20.5, the mediator will be selected, and the mediator's fee determined, by the appropriate representative of the Wellington office of the organisation known as the Resolution Institute. Mediation will be conducted in all respects in accordance with the New Zealand version of the Resolution Institute's mediation agreement or rules, and the Parties will use their best efforts to ensure that mediation is commenced and conducted expeditiously.

20.7. Where mediation does not resolve the Dispute within 10 Business Days of mediation commencing, or if either Party fails to comply with clauses 20.2 to 20.6 inclusive, then without prejudice to each Party's right to commence court proceedings the Parties may agree to commence arbitration proceedings in accordance with the provisions of the Arbitration Act 1996.

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

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

21. TERMINATION

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

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

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

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

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

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

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

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

a) becomes insolvent or bankrupt;

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

c) becomes subject to any form of external administration;

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

e) is, or will necessarily be, delayed in meeting a Milestone other than as permitted under clause 7.1;

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

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

h) fails or is unable to rectify any deficiency in the Goods and/or Services uncovered by MPI as a result of an audit conducted under clause 25;

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

j) has any Conflict of Interest that:

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

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

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

k) assigns this Agreement other than in accordance with clause 28.7, or is subject to a change of Control; or

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

21.5. MPI may terminate this Agreement:

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

(i) no longer being reasonably required;

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

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

c) as provided for in clause 10.1 and clause 10.2.

22. EFFECT OF EXPIRY OR TERMINATION

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

a) stop providing the Goods and Services or (if a partial termination) the Goods and Services specified in the notice; and

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

22.2. On the End Date:

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

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

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

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

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

iii) as otherwise permitted by this Agreement, and

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

22.3. All reasonable costs of returning the property of both Parties under clause 22.2 (c) and (d), will be borne by:

a) the non-terminating Party, if this Agreement was terminated under clause 21.3;

b) the Contractor, if this Agreement was terminated under clause 21.4;

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

22.4. Expiry or termination of this Agreement will not:

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

b) affect any part of this Agreement which expressly, or by its nature, survives termination or expiry, including clauses 15, 16, 17, 18, 19, 20, 22, 25, 26, 27 and 28.

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

23. CONTACT PERSONS AND LIAISON

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

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

23.3. If a reasonable attempt to contact the MPI Contract Manager or the MPI Technical Liaison in accordance with clause 23.1 or 23.2 is unsuccessful, enquiries can be directed to the person for the time being holding the office of Manager Procurement and Commercial Management.

23.4. If a reasonable attempt to contact a Contractor's Contract Manager or a Contractor's Technical Liaison in accordance with clause 23.1 or 23.2 is unsuccessful, enquiries can be directed to the Chief Executive or Managing Director of the Contractor.

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

24. INSPECTION

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

25. RECORDKEEPING AND AUDIT

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

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

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

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

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

25.3. During an audit conducted under this clause 25, MPI may:

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

b) inspect any records held under clause 25.1 in relation to the provision of Goods and/or Services or any matter in dispute between the Parties;

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

25.4. The Contractor will, at its expense, provide appropriately qualified staff to assist MPI perform the tasks in clause 25.3 to conduct the audit under clause 25.2. MPI will pay all other reasonable costs incurred by the Contractor that are directly associated with the audit.

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

25.6. Where an audit conducted under clause 25.2 identifies any serious concern or material non-compliance with the terms of this Agreement, MPI may require an additional audit or audits or other reasonable inquiries to be carried out at the Contractor's expense (such expenses including MPI Personnel costs at external charge-out rates).

25.7. MPI will advise the Contractor in writing of the scope and timing of any additional audit or inquiries required under clause 25.6.

25.8. MPI will promptly notify the Contractor of the results of any audit conducted under clause 25.2 and/or clause 25.6. Where any deficiencies are identified in such an audit, the Contractor will promptly take steps to remedy the deficiencies.

26. NOTICES

26.1. Any notice or other communication under this Agreement will be deemed to be validly given if in writing and delivered by hand, registered mail, national post or international post, facsimile, or email (subject to the remainder of this clause 26) to the receiving Party's Contract Manager, as updated on written notice from that Party in accordance with clause 23.5.

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

26.3. The Parties agree that no notice required or permitted to be given pursuant to clause 20 (Disputes) or clause 21 (Termination) may be given by email.

27. EXTRAORDINARY EVENTS

27.1. Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of an Extraordinary Event. The benefit of this clause 27.1 does not extend to any Extraordinary Event if and to the extent that:

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

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

c) the event is caused by:

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

(ii) a lack of funds for any reason;

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

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

27.2. The Party affected by an Extraordinary Event must:

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

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

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

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

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

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

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

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

28. MISCELLANEOUS

Entire agreement

28.1. This Agreement (including its Schedules, Attachment, all other documents specified in Schedule 1 as forming part of it and all amendments in accordance with clause 28.3) constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, understandings and negotiations, whether written or oral of the Parties. The Parties acknowledge that they are not relying on any term, condition, representation or agreement that is not set out in this Agreement, unless such term or condition is implied by law.

Costs

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

Amendments

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

Privity

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

Relationship

28.5. Nothing in this Agreement creates an employment, fiduciary, partnership, agency or joint venture relationship between MPI and the Contractor. Neither Party has authority to bind or represent the other Party in any way or

for any purpose. This Agreement is not an exclusive arrangement between the Parties and each may enter into contracts with third parties in respect of the same or similar Goods and Services.

Waiver

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

Assignment

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

Change of Control

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

Severability

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

Counterparts

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

Governing law

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

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

SCHEDULE 3: HEALTH AND SAFETY PROVISIONS

1 DEFINITIONS

1.1 In this Schedule, unless the context requires otherwise:

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

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

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

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

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

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

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

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

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

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

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

"**Subcontractor**" means a person, business, company or organisation contracted by the Contractor to deliver or perform part of the Contractor's obligations under this Agreement;

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

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

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

2. COMPLIANCE WITH HEALTH & SAFETY LEGISLATION AND DIRECTIONS

2.1 During the Term MPI and the Contractor will:

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

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

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

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

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

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

3. HEALTH AND SAFETY RISK MANAGEMENT

3.1 During the Term the Contractor will:

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

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

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

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

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

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

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

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

(a) Following any Notifiable Event; and/or

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

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

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

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

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

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

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

5. HEALTH AND SAFETY REPORTING TO MPI

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

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

(b) Contemporaneous reporting of High Actual or Potential Critical Risk incidents:
The Contractor must report any High Actual or Potential Critical Risk Incident to MPI as soon as practicable.

High Actual or Potential Critical Risk Incidents must be reported contemporaneously to your MPI Contract Manager via email or phone **and** via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz. (Entering incident reports into Wall-IS includes an automated notification to SafetyAndWellbeing@mpi.govt.nz)

(c) Ongoing health and safety reporting:
In addition to other reporting requirements, where the contract period exceeds 8 weeks the Contractor must deliver a documented regular report to MPI at agreed intervals while Services are being delivered. The report will summarise how health and safety is being managed. The report should include:

i. All health and safety incidents relevant to the contracted work;

ii. Pro-active health and safety measures being implemented to continuously improve health and safety Critical Risk management;

iii. Corrective actions identified for each High Actual or High Potential Critical Risk Incident, and whether these have been implemented, including any corrective actions taken as a result of any MPI or WorkSafe NZ or other relevant regulator audit or investigation, or any internal investigation resulting from a Notifiable Event;

iv. Any instances the Contractor becomes aware of where its Workers, in carrying out Services, have not complied with the requirements of this Agreement or the HSWA in relation to health and safety, or have not complied with the Contractor's health and safety policy or practices;

v. Current status of any injured Workers; and

vi. Any damaged property or environmental damage or pollution to the extent that it relates to a health or safety risk of the Services.

The regular report must be delivered to the MPI Contract Manager and MPI's Health, Safety and Wellbeing Directorate via email address SafetyandWellbeing@mpi.govt.nz.

6. NON-COMPLIANCE AND CORRECTIVE ACTIONS

6.1 If MPI becomes aware of a breach of the HSWA Legislation or these health and safety clauses by the Contractor or its personnel or Subcontractors in relation to the Services, MPI may, in its reasonable discretion, require the Contractor to do any one or more of the following:

(a) Remedy any breach of the HSWA legislation or this Agreement;

(b) Suspend or terminate all or part of the Services under this Agreement, until such time as the breach has been remedied and/or the health and safety risk eliminated or managed (and during any such period of suspension MPI is not required to make payment to the Contractor for the Services);

(c) If the breach relates to the acts or omissions of a Subcontractor, direct the Contractor to terminate or suspend the relevant subcontract;

(d) Make an amendment to the Health and Safety Management Plan to manage health and safety risks; and/or

(e) Refer the matter to dispute under Schedule 2: General Terms (Disputes).

6.2 In the event that the Contractor fails to remedy a breach or take any other action required by MPI under clause 6.1, MPI may terminate this Agreement under Schedule 2 of this Agreement. In this event, MPI's liability is limited to payment for Services performed in accordance with this Agreement up to and including the date on which MPI gave notice of the action required to be taken.

7. SUBCONTRACTORS

7.1 This clause applies in addition to any other clauses in this Agreement relating to Subcontractors.

7.2 MPI may, at any time during the Term, require the Contractor to:

(a) Conduct a health and safety pre-qualification or assurance process for all, or any particular, Subcontractors the Contractor proposes to use to deliver the Services. The pre-qualification process should ensure that critical controls are in place that are comparable to MPI Health and Safety Risks and Critical Controls Information for MPI's Suppliers & Contractors; and/or

(b) Submit a Health and Safety Management Plan, or amend an existing Health and Safety Management Plan, to address specific health and safety risks posed by the proposed use of the Subcontractor.

7.3 The Contractor must ensure that prior to the delivery of Services by any Subcontractor, the Subcontractor has been advised of, and complies with:

(a) Any specific site or project based health and safety requirements in delivering the Services; and

(b) Any health and safety directions given by MPI to the Contractor under clause 2.2.

8. RECORDS

8.1 The Contractor must keep all records required under the HSWA (and promptly provide them on request to MPI).

8.2 In addition to any records required under HSWA, the Contractor must keep records (and provide them on request to MPI) of:

(a) Health and safety Critical Risk management, including assurance activities that provide clear evidence that Critical Risks to Health and Safety are adequately controlled by the Contractor and any and all Subcontractors and volunteers at all times;

(b) Any health and safety incidents which have been investigated internally by the Contractor, or by WorkSafe NZ or other relevant regulator, relating to the Services (and the outcome of such investigations);

(c) Health and safety due diligence processes, and any associated documents, relating to the health and safety compliance and performance of Subcontractors used for the Services.

9. HEALTH AND SAFETY AUDIT AND INSPECTION

9.1 MPI may, at any time during the Term:

(a) Require the Contractor to provide information or documentation in relation to any matter concerning the Contractor's health and safety performance or compliance in relation to the Services, or relating to a health and safety incident or risk; or

(b) Carry out an audit of the Contractor's health and safety system as it relates to the Services.

9.2 At any reasonable time during Business Hours, MPI may carry out a physical inspection of any place of work that the Contractor is using or intends to use in connection with the supply of Services to MPI.

Ministry for Primary Industries
Manatū Ahu Matua

Services Agreement

in relation to Wilding Conifer Control

—

Between

Ministry of Primary Industries (**MPI**)

and

Otago Regional Council (**Recipient**)

—

Services Agreement

Wilding Conifer Control

Details 5

Background 5

Agreed terms 7

PART A: OPERATIONAL AND COMMERCIAL DETAILS 7

1. Outcomes 7

2. Acknowledgement of appropriation 7

3. Activities 7

3.1 In scope 7

3.2 Restricted and/or Prohibited Activities 16

4. Funding 16

4.1 Purpose 16

4.2 Maximum amount 16

4.3 Method of payment 16

4.4 Other provisions 17

5. Governance 17

5.1 Role and responsibilities 17

6. Term and termination 17

6.1 Term 17

6.2 Termination of this Agreement 17

6.3 Expiry of existing Funding Agreement 17

7. Contact details 18

PART B: GENERAL TERMS AND CONDITIONS 19

1. Activities 19

2. Obligations 19

2.1 Mutual obligations of the parties 19

2.2 Recipient's general obligations 19

2.3 MPI's obligations 19

3. Health and safety 20

3.1 The Recipient will comply with the Health and Safety provision as set out in Schedule 2 (Health and Safety Terms). 20

4. Subcontractors and Personnel 20

4.1 Subcontractors 20

4.2 Personnel 21

5. Significant Events process 21

5.1 Notification of Significant Event 21

5.2 Rectification process 21

5.3 Cost of remedying 22

5.4 Other remedies 22

6. Payment 22

6.1 MPI's obligation to pay the Funding 22

6.2 Total amount payable 22

6.3 Invoicing 23

6.4 Disputed invoices 23

6.5 Eligible Expenditure 23

6.6 Financial Management 23

6.7	Funding Freeze	24
6.8	Repayment	24
6.9	Insufficient Funding	24
6.10	Tax	25
7.	**Change control procedure**	**25**
7.1	Change request	25
7.2	Understanding consequence of change request	25
8.	**Information management**	**25**
8.1	Provision of information	25
8.2	Privacy	26
8.3	Recordkeeping	26
9.	**Confidentiality**	**26**
9.1	Security and non-disclosure	26
9.2	Permitted disclosure	27
9.3	Information sharing	27
9.4	Mandatory disclosures	27
9.5	Publicity and announcements	27
10.	**Warranties**	**27**
10.1	Warranties	27
11.	**Intellectual Property and data**	**28**
11.1	Background Intellectual Property	28
11.2	New Intellectual Property	28
11.3	Licence	28
11.4	WCIS	28
11.5	Know How	28
12.	**Third party rights**	**28**
12.1	Third Party Claim	28
13.	**Conflicts of interest**	**29**
13.1	Avoiding conflicts	29
13.2	Notifying conflicts	29
14.	**Audit**	**29**
14.1	Audit	29
15.	**Dispute resolution**	**30**
15.1	Negotiation	30
15.2	Escalation	30
15.3	Mediation	30
15.4	Right to seek relief	30
16.	**Liability**	**30**
16.1	Maximum liability	30
16.2	Exclusions	30
16.3	Uncapped liability	30
16.4	Mitigation	31
17.	**Force Majeure**	**31**
18.	**Insurance**	**31**
19.	**Term and termination**	**31**
19.1	Term	31
19.2	Termination for default and insolvency	31
19.3	Effects of expiry or termination	31
19.4	Survival clauses	32
20.	**Notices**	**32**
21.	**General**	**32**

Execution **33**

Schedule 1 – Definitions and Interpretation **34**

Schedule 2 – Health and Safety Terms **38**

Details

Date

Parties

Name	The Sovereign in right of New Zealand acting by and through The Ministry of Primary Industries with delegated financial authorisation to enter into the agreement, by the Chief Operational Officer & Head of Biosecurity, Ministry for Primary Industries
Short form name	**MPI**
Notice details	Address: PO Box 2526, Wellington 6140 Email: Wilding.Conifers@mpi.govt.nz Attention: National Wilding Conifer Control Programme

Name	Otago Regional Council, a body corporate under the Local Government Act 2002 having its head office at 70 Stafford Street, Dunedin
Short form name	**Recipient**
Notice details	Address: 70 Stafford Street, Dunedin Email: richard.saunders@orc.govt.nz Attention: Richard Saunders

Background

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

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

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

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

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

F. The Recipient and MPI were parties to a funding agreement (as varied and amended) in relation to the National Programme, which has now expired ("prior agreement"). The purpose of this Services Agreement is to record the current terms on which MPI will distribute the Funding to the Recipient under this Agreement and the terms on which the Recipient will apply the Funding and ensure that the Activities are carried out (by either itself or through others), in each case, for the purpose of the National Programme.

G. This Agreement replaces the prior agreement (except those clauses of the prior agreement that expressly or by necessary implication continue after expiry or termination of the prior agreement).

H. This Agreement is for a period of one year only and the parties acknowledge that it is an interim agreement until future Programme funding is confirmed. The form of any future agreements will reflect the nature of the Programme funding and the services to be provided by the Recipient to MPI.

Agreed terms

PART A: OPERATIONAL AND COMMERCIAL DETAILS

1. Outcomes

(a) The intended outcomes for this Agreement (the **Outcomes**) are to:

(i) help eradicate and/or control the spread of wilding conifers in New Zealand;

(ii) support the implementation of the New Zealand Wilding Conifer Management Strategy 2015-2030, in particular to:

(A) consult and aim to collaborate with all partners and key stakeholders who are affected by wilding conifer infestations; and

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

(C) co-ordinate operations by faciliating co-ordinated control amongst land owners and other stakeholders; and

(D) promote information sharing of best practice and technological gains in control methods;

(iii) support the Recipient to tailor Outcomes to reflect:

(A) the regional strategies for the Region for which the Recipient is responsible, including commitments to tangata whenua; and

(B) feedback from the Regional Coordination Group and the Recipient's Contract Managers for the Region for which the Recipient is responsible;

(iv) build and maintain a collaborative and constructive relationship between the parties, Tiriti partners and other stakeholders to address and manage the critical overarching issues caused by wilding conifers;

(v) support the Recipient to ensure the health and safety of Workers and others involved in and/or affected by the Activities, as required by law; and

(vi) for the Region in which the Recipient operates, enable oversight of the operational programme and use of the Funding.

(b) In performing the Activities, the Recipient will use all reasonable endeavours to contribute to the achievement of the Outcomes.

2. Acknowledgement of appropriation

Each party acknowledges that the Funding under this Agreement is provided under the 'Border and Domestic Biosecurity Risk Management MCA appropriation of Vote Agriculture, Biosecurity, Fisheries and Food Safety'. The scope of the appropriation is 'Biosecurity Incursion Response and Long-Term Pest Management' (**Scope of Appropriation**). Regardless of any other clause in this Agreement, the Recipient agrees that MPI does not provide the Funding, and the Recipient will not use the Funding, for any purpose outside the Scope of Appropriation.

3. Activities

3.1 In scope

The Recipient will perform the Activities and provide the corresponding Outputs, as each is set out in the table below. Where indicated in that table, the Recipient:

(a) may use the Funding to perform the Activity, where indicated as "Funded" in the corresponding column (a **Funded Activity**); and

(b) will perform each Activity at its cost, where indicated as "Recipient's cost" in the corresponding column.

	Activity	Output	Funded or Recipient's cost
Operational Planning			
(a)	For each Financial Year during the Term of this Agreement, and for each Management Unit in the Region that the Recipient is responsible for, prepare (or procure the preparation of) a draft Management Unit Operational Plan (MUOP) and submit the draft into the WCIS Operational Planning tool.	The development of each draft MUOP provides the opportunity for review and to be endorsed by the: 1. Regional Coordination Group (RCG); and 2. Relevant iwi, hapū, and designated representatives of the rights and interests of tangata whenua; and 3. MPI Technical Liaison.	Recipient's cost
(b)	Iwi, hapū, and designated representatives of the rights and interests of tangata whenua for affected land within the region are identified and given opportunity to be involved in prioritisation and planning.	Statements of support or other confirmation of engagement, consultation and collaboration efforts are documented. For Example: 1. Proactively identify, if not already established, any relevant iwi, hapū, and designated representatives of the rights and interests of tangata whenua for land within a Management Unit. 2. Proactively initiate (and record) efforts to seek input from them in a timely manner to into planning and priorities. For example: a) Review published iwi management or environmental plans where applicable for any concerns about wildings already noted and discussed. b) Identify and consult with relevant persons to document any taonga or important sites/features that either are affected or at risk from wildings or could be at risk from control work. c) Consider opportunities for capacity building, employment and training. 3. Proactively update the relevant iwi, hapū, and designated representatives of the rights and interests	Recipient's cost

	Activity	Output	Funded or Recipient's cost
		of tangata whenua on progress within relevant Management Units e.g., quarterly, (if not already achieved through RCG).	
(c)	If one does not already exist, set up a Regional Coordination Group (RCG) for each Region (or sub-region) and: (i) ensure that the RCG members adequately represent existing groups that have been established to manage wilding conifers in that Region; and (ii) ensure the RCG meets periodically for the purpose of overseeing the planning and work completed (or to be completed) under the National Programme in that Region.	The RCG operates effectively to represent the key stakeholders of that particular Region and the Management Unit(s) within that Region. The RCG carries out its responsibilities in accordance with any agreed "Terms of Reference" for that RCG. Broad responsibilities for the RCG include: 1. Having oversight and involvement in the development, endorsement-seeking process, implementation, and monitoring of each relevant MUOP. 2. Keeping up to date on progress towards delivering the MUOP. 3. Involved in operational or programme risk mitigation (all informed and involved). 4. Assisting in coordination of control work (and other related work).	Recipient's cost
(d)	Implement (or procure the implementation of) the Management Unit Operational Plan in accordance with its terms, including by engaging Personnel and Subcontractors to implement that plan and help deliver the Outcomes.		Funded
(e)	Actively manage its Personnel engaged for the purpose of implementing the relevant Management Unit Operational Plan and verify that their work and engagement is carried out in accordance with the terms of that plan and this Agreement.		Recipient's cost

	Activity	Output	Funded or Recipient's cost
Financial and Operational Reporting			
(f)	Comply with the WCIS user guide provided by MPI to the Recipients, as may be amended from time to time (**WCIS User Guide**).	Keep accurate, up to date records showing the delivery of the Activities against the relevant plan, including by taking minutes and complete actions arising from regular meetings. Provide adequate information and reports to MPI at meetings. Take minutes and complete actions arising from meetings held with MPI ("Operational Meeting & Reporting Cycle" table below).	Recipient's cost
(g)	Ensure that all control and survey data is entered into WCIS by the fifteenth working day of the month that follows the end date of the work in accordance with the WCIS User Guide.		
(h)	Input (or procuring the inputting of) the financial data into WCIS, in accordance with the WCIS User Guide, and do so accurately to reflect (amongst other things) the costs of completed operations, and: (i) Funding (ii) any other funding; and (iii) In Kind Contributions.		
(i)	Comply with any audit under clause 14.1 of Part B.		Funded (subject to clause 14.1(e))
Health and Safety Management			
Schedule 2 sets out the Recipient's health and safety obligations under the Agreement. In the event there is any inconsistency between item (j) to **Error! Reference source not found.** below and Schedule 2, Schedule 2 will prevail.			
(j)	Work with MPI to ensure a Health and Safety Management Plan (**HSMP**) is in place and agreed prior to the commencement of any Funded Activity.	HSMP is documented and agreed with MPI prior to the commencement of any Funded Activity.	Recipient's cost
(k)	For each PCBU, ensure a HSMP is in place prior to the commencement of any Funded Activity, which: (i) meets the relevant requirements of the HSMP agreed with MPI in (j);		Recipient's cost

	Activity	**Output**	**Funded or Recipient's cost**
	(ii) includes the information required in the definition of Health and Safety Management Plan in clause 1.1 of Schedule 2 (Health and Safety Terms) – and identifies: a. all health and safety risks arising from the contracted activities, outlining how the Recipient proposes to mitigate and manage these risks; and b. how assurance will be provided to MPI that the Critical Risks to Health and Safety are managed for the work being (or to be) carried out under and in relation to this Agreement. Make the HSMP for each PCBU available to MPI when requested.		
(l)	Provide regular health and safety reporting to MPI as required under clause 5.1 of Schedule 2 (Health and Safety Terms). Ensure each **Notifiable Event** and/or **High Actual or Potential Critical Risk Incident** is reported to MPI within the timeframes below: (i) **Notifiable Event** within 1 Business Day of the Recipient becoming aware of the Notifiable Event; (ii) **High Actual or Potential Critical Risk Incident** as soon as practicable but in any case, for an incident that: a. caused harm to a worker or other person, within 1 Business Day of becoming aware of the incident; or b. could have caused harm to a worker or other person, within 5 Business Days of becoming aware of the incident. Notifiable Events and High Actual or Potential Critical Risk Incidents must be reported to the MPI Technical Liaison (or delegate) via email or phone **and** via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz in order to confirm investigation roles, responsibilities and actions. Where WorkSafe or another relevant regulator has been notified, the Recipient must also promptly provide a documented summary of that	The regular health and safety reporting required under clause 5.1 d of Schedule 2 (Health and Safety Terms), can be discussed and documented at bimonthly meetings between the recipient and MPI.	Recipient's cost

	Activity	Output	Funded or Recipient's cost
	Notifiable Event and corrective actions that manage Critical Risks identified in the investigation to MPI.		
(m)	Health and safety audits must be completed as part of assurance activities outlined in the HSMP. Any required improvements that are identified during an audit are to be implemented. The results of audits and corrective actions must be uploaded to WCIS within 20 working days from confirmation of the corrective actions, or as agreed with MPI.		Recipient's cost
(n)	Review and update the HSMP agreed under this Agreement in accordance with clauses 3.4 and 3.6 of Schedule 2 (Health and Safety Terms).	Meet at the frequency agreed with MPI in order to cooperatively ensure that health and safety risks and hazards related to operations are being managed appropriately. Report in compliance with clause 3.4 of Schedule 2 (Health and Safety Terms)	Recipient's cost
Reporting and meetings			
(o)	Attend any meeting with MPI that MPI reasonably requests.		Recipient's cost
(p)	Report to MPI in accordance with the Reporting Schedule.	**Reporting Schedule** **MONTHLY** reporting on: Area treated Total hours worked Other contributions Must be entered and completed quality assurance in WCIS by the fifteenth working day of the month that follows the end date of each operation. **MONTHLY** reporting on: Expenditure of MPI funding (can be estimated)	Recipient's cost

	Activity	Output	Funded or Recipient's cost
		Must be confirmed via email from the Recipient to wilding.conifers@mpi.govt.nz by: 3 September 2024 for August 4 November 2024 for October 3 December 2024 for November 4 February 2025 for January 4 March 2025 for February 2 May 2025 for April 4 June 2025 for May **QUARTERLY** reporting on: Year to date spend against MPI Funding (can be estimated) Year to date amount committed in contracts (can be estimated) Must be confirmed via email from the Recipient to wilding.conifers@mpi.govt.nz by: 2 October 2024 for Q1 7 January 2025 for Q2 2 April 2025 for Q3 **END OF YEAR** Total spend against MPI Funding (must be finalised) Must be confirmed via email from the Recipient to wlding.conifers@mpi.govt.nz by 2 July 2025.	
(q)	Meet with MPI to discuss the identified objectives in the Operational Meeting Cycle table below, or as otherwise agreed in writing between the parties.		

Operational Meeting Cycle table 2024/25	
Month	**Meeting Objectives**
August	MPI to present and discuss key National Programme processes, responsibilities and expectations Confirm forecast financial contributions from Partners Agree the MU Manager for each MU Confirm Subcontractor/s for each operation (or agree dates when this will be confirmed) Confirm that a HSMP is in place for each region (or agree dates when this can be completed) Agree actions and next meeting agenda.
October	Current operations and spend - % complete - signal any issues with spend Discuss any planned spray operations for the season and potential risk and issues relating to planned operations Identify and agree resolution actions for key operational issues Review HSMPs and health and safety risks/issues Agree actions and next meeting agenda.
December	Current operations and spend - % complete - signal any issues with spend Review risks/issues, in particular: - Health & Safety - Fire risk - Ongoing spray operations Confirm financial contributions received from Partners (YTD) Confirm 'in kind' contributions made by Partners (YTD) Agree actions and next meeting agenda.

Operational Meeting Cycle table 2024/25	
Month	**Meeting Objectives**
February	Current operations and spend - % complete Signal any issues with spend so this can be reallocated if necessary Review risks/issues (includes health and safety) Agree actions and next meeting agenda.
April	Current operations and spend - % complete Review risks/issues (includes health and safety) Identify any issues with 2025/26 draft operational plans Agree actions and next meeting agenda.
May	Current operations and spend - % complete. Review risks/issues (includes health and safety) Agree actions and next meeting agenda.
June	Confirm approved operations and budget for 2025/26 operational plans (or actions required to complete) Identify date for annual debrief Agree actions and next meeting agenda.

3.2 Restricted and/or Prohibited Activities

The Recipient must not use the Funding for the following prohibited activities (**Prohibited Activities**). MPI may add, remove and/or amend any of the Prohibited Activities from time to time by giving written notice to the Recipient. Provided that MPI has consulted with the Governance Group in relation to a potential Prohibited Activity, any notification of that Prohibited Activity by MPI will take effect as from the date of notification.

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

4. Funding

4.1 Purpose

The Recipient will only use the Funding for the purpose of carrying out the Funded Activities.

4.2 Maximum amount

Regardless of anything else in this Agreement, MPI will not be obliged to provide Funding under this Agreement which, in total, exceeds the following amount for the corresponding Management Unit for the corresponding Financial Year. The amounts in the table may change from Financial Year to Financial Year by written notice from MPI, which may be given only after consultation with the Governance Group:

Management Unit	Financial Year	Maximum amount of Funding (plus GST if any)
Alexandra	2024/2025	$20,000
Glenorchy	2024/2025	$24,300
Kawarau	2024/2025	$242,450
Lammermoor	2024/2025	$10,000
Naseby	2024/2025	$54,430
Northern Eyre	2024/2025	$187,270
Remarkables	2024/2025	$91,600
Rough Ridge	2024/2025	$100,000
Shotover	2024/2025	$132,200
Whakatipu	2024/2025	$207,750

4.3 Method of payment

The Recipient will invoice MPI by sending a valid Tax Invoice to the MPl Contract Manager in accordance with clause 6 of Part B. Each Tax Invoice may only be issued when the invoicing criteria (as notified by MPI to the Recipient from time to time) for that Tax Invoice has been met to MPl's reasonable satisfaction.

4.4 Other provisions

Further detail regarding the method of payment, eligible expenditure, financial management, funding freezes and repayment is set out in clause 6 of Part B.

5. Governance

5.1 Role and responsibilities

The party described as “appointor” in the table below will engage and keep engaged suitably qualified, skilled and experienced Personnel in the roles set out in the table below. Each party will ensure its appointee performs the responsibilities for that role, as described in the table below and elsewhere in this Agreement.

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

6. Term and termination

6.1 Term

Start Date	1 July 2024
End Date	30 June 2025
Extending the End Date	The parties may extend the Term of this Agreement by written agreement but it is intended that the parties will enter into a new services agreement for future years once Programme funding has been confirmed.

6.2 Termination of this Agreement

In addition to the rights contained in clause 19 of Part B, MPI or the Recipient may terminate this Agreement at any time for convenience, without cause, by giving at least four (4) months’ prior written notice to the other party.

6.3 Expiry of existing Funding Agreement

(a) The parties acknowledge that the previous funding agreement between the parties dated 1 July 2020 (**Previous Funding Agreement**) has expired.

(b) The Recipient agrees that any policy, instruction or guidance given by MPI under the Previous Funding Agreement is deemed to be given and continue under this Agreement also, unless MPI has expressly replaced or withdrawn that policy, instruction and/or guidance. To the extent that there is any inconsistency between such policy, instruction, or guidance given under the Previous Funding Agreement (or any policy, instruction, or guidance given by MPI under this Agreement), the terms of this Agreement (or the terms of any such policy, instruction or guidance given by MPI under this Agreement, as the case may be) will prevail.

(c) If the Recipient has not spent all of the funding allocated to the Recipient by MPI under the Previous Funding Agreement, MPI and the Recipient agree that, the unspent funding will be deemed to be provided by MPI as part of (but not in addition to) the Funding provided under this Agreement.

7. Contact details

(a) All matters or enquiries regarding the technical implementation or operation of this Agreement will be directed to MPI's Technical Liaison or the Recipient's Technical Liaison, as appropriate.

(b) All general matters relating to this Agreement (including concerning the interpretation of this Agreement) will be directed to MPI's Contract Manager or the Recipient's Contract Manager, as appropriate.

(c) If the Recipient cannot contact MPI's Contract Manager or MPI's Technical Liaison within a reasonable timeframe in the circumstances, enquiries can be directed to the person for the time being holding the office of MPI Manager Pest Management Programmes.

(d) If MPI cannot contact the Recipient's Contract Manager or the Recipient's Technical Liaison, enquiries can be directed to the Recipient's Chief Executive or Managing Director.

(e) The initial contact persons for each party are below. If a party's contact persons or their details change, that party must notify the other party in writing 10 Business Days in advance.

Party	Role	Details
MPI	Manager Pest Management Programmes	Cath Duthie 04 894 0378 Catherine.Duthie@mpi.govt.nz
MPI	Technical Liaison	Alan Tinnelly 029 943 3706 Alan.Tinnelly@mpi.govt.nz
MPI	Contract Manager	Sherman Smith 04 894 0831 Sherman.Smith@mpi.govt.nz
Recipient	Chief Executive	Richard Saunders 027 318 5736 Richard.Saunders@orc.govt.nz
Recipient	Managing Director	Libby Caldwell 021 175 0396 libby.caldwell@orc.govt.nz
Recipient	Technical Liaison	Gavin Udy 022 317 1517 Gavin.Udy@orc.govt.nz
Recipient	Contract Manager	Gavin Udy 022 317 1517 Gavin.Udy@orc.govt.nz

PART B: GENERAL TERMS AND CONDITIONS

1. Activities

MPI agrees to provide the Funding to the Recipient, and the Recipient agrees to use the Funding and carry out the Activities (or ensure the Activities are carried out), subject to and in accordance with the terms of this Agreement, and will use the Funding solely for the purpose of performing the Funded Activities under the National Programme.

2. Obligations

2.1 Mutual obligations of the parties

(a) Each party agrees to:

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

(ii) discuss any matters affecting this Agreement or the performance of the Activities, whenever necessary.

(b) Each party will ensure it performs its obligations under this Agreement:

(i) with due diligence, care and skill and using a standard of skill, care and diligence no lower than that expected of an experienced and well-resourced organisation performing that obligation;

(ii) in accordance with the specified timeframes or, if no timeframe is specified, then within a reasonable period; and

(iii) in accordance with all applicable laws, regulations and, where legally binding upon that party, codes and standards of practice.

2.2 Recipient's general obligations

(a) The Recipient will ensure that it performs the Activities, and will ensure that any Personnel engaged to provide the Activities does so:

(i) using appropriately trained, qualified, experienced and supervised persons;

(ii) in accordance with all Government or MPI internal policies and procedures relevant to this Agreement, as notified in writing to the Recipient at or before the Start Date;

(iii) in accordance with the Standards of Integrity and Conduct issued by the State Services Commission (see www.ssc.govt.nz); and

in a manner that:

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

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

(vi) meets MPI's satisfaction, as reasonably described by MPI in writing from time to time.

(b) Unless otherwise agreed in writing, the Recipient will ensure that it obtains all necessary and prudent authorisations, consents, permits, licences and the like, to ensure the Recipient can perform its obligations under this Agreement in compliance with the law and any third party's rights, including in relation to performance of any Actvities carried out on MPI's or a third party's premises.

2.3 MPI's obligations

If reasonably requested by the Recipient, and without limiting the Recipient's obligations under this Agreement, MPI will:

(a) cooperate and collaborate with the Recipient in the same way that MPI generally cooperates and collaborates with other recipients similar to the Recipient in the relevant circumstances;

(b) provide or give access to MPI's resources and information, including templates, which MPI generally makes available to recipients similar to the Recipient, for the purpose of the National Programme; and

(c) endeavour to find opportunities to share best practices and lessons learned across the National Programme's delivery.

3. Health and safety

3.1 The Recipient will comply with the Health and Safety provisions as set out in Schedule 2 (Health and Safety Terms).

4. Subcontractors and Personnel

4.1 Subcontractors

(a) The Recipient must ensure that:

(i) each Subcontractor is fully aware of the Recipient's obligations under this Agreement to the extent necessary for the Subcontractor to properly perform its obligations;

(ii) each subcontract it enters into with a Subcontractor is consistent with this Agreement, to the extent relevant and material for the performance of the Subcontractor's obligations; and

(iii) each subcontract with a Subcontractor requires that further subcontracting is also consistent with this Agreement;

(iv) each Subcontractor has been advised of, and complies with the the requirements recorded in clause 7.3 of Schedule 2 (Health and Safety Terms).

(b) During the Term of this Agreement, if MPI requests in writing, the Recipient will:

(i) conduct a health and safety pre-qualification process for all, or any particular, Subcontractors the Recipient (or the Recipient's Subcontractor) proposes to use to perform the Activites; and/or

(ii) submit a HSMP, or amend an existing HSMP, to address specific health and safety risks posed by the proposed use of the Subcontractor.

(c) The Recipient must ensure that, prior to the performance of the Activities by any Subcontractor, the Subcontractor has been advised of, and agrees to comply with:

(i) the Recipient's health and safety policy and procedures;

(ii) the health and safety risk management plan for the relevant PCBU (as described in (k) of the Activities table in Part A);

(iii) the plan to manage any specific site within the relevant Management Unit based on health and safety issues in performing the Actvities; and

(iv) any health and safety directions given by MPI to the Recipient under clause **Error! Reference source not found.**Schedule 2 (Health and Safety Terms).

(d) The Recipient will be responsible for the acts and omissions of each Subcontractor as if the act or omission was the Recipient's. The Recipient will not be relieved of any of its liabilities or obligations under this Agreement by entering into any subcontract.

(e) The Recipient will ensure that:

(i) its contract with each Subcontractor it engages in relation to the National Programme contains generally the same obligations; and

(ii) gives MPI the same rights as are set out in this Agreement and relate to the Subcontractor's performance of the Activities. MPI can directly enforce those obligations and exercise its rights against the Subcontractor pursuant to the Contract and Commercial Law Act 2017, provided that MPI will not:

(A) enforce its rights under this 4.1(e)(ii) without seeking to resolve any issues in the first instance with the Recipient; or

(B) engage with Subcontractors without the prior written consent of the Recipient, such consent not to be unreasonably withheld.

4.2 Personnel

If MPI is at any time dissatisfied on reasonable grounds with the performance of the Recipient's Personnel in its performance of the Recipient's obligations under this Agreement:

(a) MPI may notify the Recipient in writing of that dissatisfaction; and

(b) the parties, in good faith, will discuss an appropriate course of action in relation to that Personnel.

If the Personnel performs a role that involves the accounting or allocation of Funding and has been arrested for or committed a dishonesty offence, the Recipient will remove that Personnel from that role immediately, if requested by MPI.

5. Significant Events process

5.1 Notification of Significant Event

Each party will notify the other party as soon as reasonably practicable upon becoming aware of an actual or likely:

(a) **Serious failure:** significant failure (or series of related failures which together are significant) of the Recipient to perform its obligations in accordance with this Agreement;

(b) **MPI Breach:** significant event, breach or likely breach by MPI of its obligations under this Agreement;

(c) **Reputational Event:** any event relating to the Agreement which is likely to cause MPI, the government, the Recipient, its Personnel and/or Subcontractors significant adverse media or parliamentary attention, and in any event, if there is a change in the criminal record of the Recipient, and/or its Personnel;

(d) **Security Event:** security event, breach or likely breach relating to the Agreement that compromises or is likely to compromise the integrity or security of MPI, the Recipient, the Activities, Funding, MPI assets (including any technology system) or MPI Data (such event, breach or likely breach being a **Security Event**); and

(e) **Regulatory Event:** any event, or a near miss, relating to the Agreement that would cause the Recipient to notify a regulator, including any health and safety regulator, the office of the Privacy Commissioner or a financial services regulator,

(each such event, circumstance, breach or failure being a **Significant Event**).

5.2 Rectification process

If a party advises the other of a Significant Event, and MPI requests, the parties will endeavour to agree a course of action. If no course of action is agreed within the timeframes advised by MPI (which, depending on the nature of the Significant Event, could be required within an hour), the Recipient must:

(a) **Co-operate:** co-operate with MPI and any other third party specified by MPI;

(b) **Follow instructions:** follow any reasonable instructions given by MPI, including any instruction given:

(i) under clause 6.7(b) of this Part B; and/or

(ii) to stop following a previous instruction (or any part of it),

and, if the Significant Event is related to a Notifiable Event, near miss, or breach, MPI's instruction may include:

(iii) to stop performing the Activities (or any part of them);

(iv) to suspend any work being carried out under or in relation to this Agreement by the Recipient, and/or its Personnel until MPI (in its sole discretion) considers the health and safety risk has been eliminated or adequately mitigated; and/or

(v) to amend the HSRMP in the manner MPI instructs.

(c) **Investigate:** investigate the cause of the Significant Event and give a report to MPI (in writing if MPI requests) which describes (to the extent reasonably known):

(i) the cause of the Significant Event;

(ii) where the Significant Event is a Security Event and to the extent known, the identity of the person or persons who have gained or attempted to gain unauthorised access; and

(iii) the actions proposed to be taken by the Recipient.

If MPI requests, allow MPI to be involved in relation to that investigation to the level MPI requests.

(d) **Update:** update MPI on regular basis of any subsequent developments relating to the Signficant Event.

(e) **Remedy/Mitigate:** remedy or mitigate the immediate effects of the Significant Event, or the circumstances or issue giving rise to the Significant Event, as soon as reasonably practicable, in the manner reasonably requested by MPI and provide MPI with a report (in writing, if MPI requests) of the action taken. MPI will take reasonable steps to remedy or mitigate the effects of the Significant Event on MPI.

(f) **Prevent Recurrence:** take all reasonable action to prevent a recurrence of the relevant Significant Event and notify MPI (in writing if MPI requests) of any such action taken.

(g) **Remedy plan:** within the period reasonably requested by MPI, prepare and submit to MPI for its approval a remedy plan setting out how the Recipient considers the Significant Event could be optimally remedied, the relevant timeframes for such remediation, what the Recipient considers would be required of the Recipient, MPI and/or any third party and any other details reasonably required in order for the Significant Event to be remedied in an optimal manner. If MPI approves that submitted plan, each party will comply with the requirements of that party as set out in that plan and any other requirements notified by MPI (acting reasonably).

5.3 Cost of remedying

MPI will pay the Recipient for the actual reasonable costs incurred by the Recipient in complying with clause 5.2 of this Part B but only:

(a) up to the amount of the costs that was advised by the Recipient to MPI in advance of the Recipient incurring those costs; and

(b) to the extent that the Significant Event is not due to the Recipient's or its Personnel's breach or misconduct.

5.4 Other remedies

The issuing of a notice under clause 5.1 of this Part B does not limit either party's other rights and remedies.

6. Payment

6.1 MPI's obligation to pay the Funding

MPI's obligation to pay the Funding is subject to:

(a) MPI continuing to have sufficient funding within its budget for the Funded Activities;

(b) there being no un-remedied non-trivial breach of this Agreement by the Recipient; and

(c) MPI being satisfied on reasonable grounds that the Funding is being appropriately expended on the Funded Activities and is not being used in breach of this Agreement.

6.2 Total amount payable

The Funding is the total amount payable by MPI for the provision of the Funded Activities. All other costs, disbursements and other expenses incurred by the Recipient in relation to this Agreement are at the Recipient's cost and not to be paid for by the Funding.

6.3 Invoicing

(a) The Recipient will invoice the Funding in accordance with this clause 6.3 of Part B. Each Tax Invoice submitted by the Recipient (whether submitted monthly or otherwise) will include sufficient details to enable MPI to identify:

(i) the Agreement number (if any);

(ii) the period covered by the invoice;

(iii) the particular Funded Activities which are the subject of the invoice; and

(iv) the amount of Funding payable.

(b) Unless provided otherwise in this Agreement, the Recipient:

(i) will provide MPI with aTax Invoice for the aggregate amount of Funding for each Management Unit for the relevant Financial Year, as set out in the table at clause 4.2 of Part A (as those amounts may be amended in accordance with clause 4.2 of Part A); and

(ii) may provide that Tax Invoice annually in advance for the immediately following Financial Year.

(c) Without limiting MPI's other rights under this Agreement, MPI will pay the Recipient's Tax Invoices by the within 20 Business Days of receiving that invoice or before the beginning of the Financial Year to which the inovice relates, whichever is the later date. All payments by MPI will be deemed to have been made in Wellington, New Zealand. Payment by MPI is not evidence that the Activities to which the invoice relates have been provided in accordance with this Agreement.

6.4 Disputed invoices

If MPI has a bona fide dispute in relation to all or any portion of any Tax Invoice, MPI may withhold payment of the amount subject to the dispute, provided that:

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

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

6.5 Eligible Expenditure

The Recipient must apply the Funding only to expenditure that:

(a) is incurred by the Recipient;

(b) for the purpose of the Funded Activities or for purposes incidental to the Funded Activities;

(c) is incurred during the Term of this Agreement; and

(d) is otherwise approved in writing by MPI (in its absolute discretion) as eligible expenditure for the purposes of this Agreement,

(**Eligible Expenditure**).

6.6 Financial Management

The Recipient must:

(a) ensure that any payments of Funding made to a third party in connection with this Agreement (including to its Personnel) are correctly made and properly authorised;

(b) maintain proper and diligent control over the incurring of all liabilities in relation to the Funding;

(c) maintain an appropriate financial management system to ensure that the Funding is separately identified and managed within its accounts; and

(d) except with MPI's prior written approval, not use the Funding for the purposes of a guarantee or security for any loan, credit, payment or other interest, or in the context of any litigation.

6.7 Funding Freeze

(a) Without limiting any other right or remedy of MPI, if the Recipient materially breaches this Agreement, then MPI may issue the Recipient with a notice directing the Recipient not to spend the Funding (**Funding Freeze Notice**).

(b) If the Recipient receives a Funding Freeze Notice under this clause 6.7 of this Part B, then, until the breach is remedied to MPI's satisfaction, the Recipient must not spend any Funding:

(i) unless and until MPI notifies the Recipient otherwise; and

(ii) except to the extent required to pay for any bona fide and unavoidable pre-existing contractual commitments to spend the Funding in accordance with this Agreement.

6.8 Repayment

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

(i) **Misspent Funding**: At any time MPI may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.

(ii) **Uncommitted Funding**: On expiry or termination of this Agreement, MPI may recover any Funding which the Recipient:

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

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

(iii) **Activities Abandoned**: MPI may recover an amount up to the total value of the Funding less the amount that the Recipient spent in accordance with this Agreement if the Recipient:

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

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

(iv) **Excess Funding**: Where the total Funding paid under this Agreement and any other money received by the Recipient to carry out the Funded Activities exceeds or is likely to exceed the funding required to perform the Activities, or the Recipient has excess Funding at the termination or expiry of this Agreement, the Recipient must notify MPI upon becoming aware and, if MPI requests, promptly refund to MPI the excess amount.

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

6.9 Insufficient Funding

If the Recipient uses (or reasonably expects to use) all of the Funding in accordance with this Agreement without completing its performance of the Funded Activities during the Term of this Agreement, then:

(a) the Recipient will give MPI written notice as soon as reasonably practicable (but the Recipient does not need to give more than six (6) months advance notice), detailing the amount of additional funding requested by the Recipient (**Additional Funding**) and supporting evidence as to why the Additional Funding will be sufficient for the Recipient to complete the performance of the Funded Activities; and

(b) within a reasonable period of time after receiving the Recipient's request for Additional Funding under clause 6.9(a)above, MPI will give the Recipient written notice as to whether it will provide:

(i) the Additional Funding in full (in which case the Recipient will be obliged to complete the performance of the Funded Activities in accordance with this Agreement); or

(ii) part of the Additional Funding (in which case the parties will follow the change control procedure set out at clause 7 to agree upon a reduction in the scope of Funded Activities to be performed by the Recipient); or

(iii) no Additional Funding (in which case the Recipient will not be obliged to continue to perform the Activities under this Agreement after all of the funding has been spent on the Funded Activities in accordance with this Agreement).

6.10 Tax

All amounts set out in this Agreement are stated before the addition of GST, which, if payable, will be paid at the same time as the supply to which the GST relates. Subject to the previous sentence, MPI will not be obliged to pay any of the Recipient's and/or its Personnel:

(a) taxes, duties, excess, levies, carbon credits;

(b) holiday pay, sick pay or other payment under the Holidays Act 2003;

(c) redundancy or any other form of severance pay; and/or

(d) other amounts in relation to the performance of its obligations under this Agreement that are not the performance of the Funded Activities.

MPI will not be required to gross up any payment or Funding to the Recipient where MPI deducts tax due to non-resident contractors' tax.

7. Change control procedure

7.1 Change request

A party may request an amendment to the terms of this Agreement at any time by providing a written change request to the other. Unless the parties' respective Contract Managers agree in writing to use a truncated process, each party agrees to follow the process set out in this clause 7 when requesting a change to the terms of this Agreement.

7.2 Understanding consequence of change request

(a) Where MPI submits a change request, it will provide a reasonable description and explanation of the change sought.

(b) Where the Recipient submits a change request, or within a reasonable period of time of receiving a change request from MPI, the Recipient must provide MPI with a reasonable description of:

(i) how the proposed change would be implemented, including details of how the requested change would affect the Activities and any other term of this Agreement;

(ii) the cost of implementing the change and the Recipient's calculation of changes to the Funding (if any), which must be reasonable and calculated in good faith;

(iii) any information reasonably requested by MPI; and

(iv) any other relevant information, which may include how any change request can be most optimally implemented.

No change request will be binding unless each party accepts the change request in writing.

8. Information management

8.1 Provision of information

Each party will:

(a) provide the other party with all information relating to the Activities as reasonably requested from time to time, within the timeframe reasonably requested; and

(b) as soon as reasonably practicable, provide the information requested by the other party to comply with its statutory, parliamentary or other public sector reporting obligations; and

(c) ensure that all information provided in writing to the other party under or in connection with this Agreement is materially accurate, complete and not misleading at the time the information was provided, for the purpose for which it was provided.

8.2 Privacy

(a) Each party must act in accordance with the Privacy Act 2020.

(b) Each party will not use any Personal Information acquired in the course of performing its obligations under this Agreement, or disclose that Personal Information to any person other than MPI or the Recipient (as applicable) or the individual to whom the information relates, except:

(i) to the extent reasonably required to perform its obligations under this Agreement;

(ii) in accordance with the Privacy Laws; or

(iii) with the other party's or person's written consent.

8.3 Recordkeeping

The Recipient will (and will ensure that each of its Subcontractors under and in relation this Agreement):

(a) keep full, accurate and up-to-date records, including:

(i) financial records relating to the performance of the Activities and all monies paid and payable by MPI under or in relation to this Agreement sufficient to enable MPI to meet its obligations under the Public Finance Act 1989; and

(ii) any health and safety event which has been investigated internally by the Recipient, or a health and safety regulator, relating to the Activities (and the outcome of such investigations); and

(iii) any health and safety due diligence processes, compliance records, and any associated documents, relating to the health and safety compliance and performance of Workers and other Personnel involved in the Activities;

(b) retain such records for 7 years from the expiry or termination of this Agreement; and

(c) on request by MPI, and at no cost to MPI, provide to MPI copies of any such records reasonably requested by MPI and any information or materials (including financial information relating to the provision of Activities).

9. Confidentiality

9.1 Security and non-disclosure

Subject to clauses 9.2 and 9.3 of this Part B, each party agrees that it will:

(a) use all reasonable endeavours to keep the Confidential Information of the other party confidential at all times;

(b) not Use, communicate, make available or re-supply the other party's Confidential Information to any person, other than for the purposes of performing its obligations and/or exercising its rights in accordance with this Agreement;

(c) effect and maintain all reasonable security measures to safeguard the other party's Confidential Information from access, damage or use by unauthorised persons;

(d) store all Confidential Information in New Zealand; and

(e) ensure that any Personnel or professional adviser to whom a party discloses the other party's Confidential Information is aware of, and complies with, the provisions of this clause 9 of this Part B.

9.2 Permitted disclosure

A party will not be bound by the obligations of confidentiality in clause 9.1 of this Part B to the extent that any disclosure of Confidential Information:

(a) is required by law, convention, parliamentary rules or the rules of any stock exchange (**Requirement**), in which case, if permitted by the Requirement and as soon as reasonably practicable, the disclosing party will notify the other party of the Requirement, the information it will disclose and the date on which it will disclose the information, and will comply with that notice;

(b) is required for the purposes of performing and enforcing this Agreement;

(c) is of information that is publicly available through no fault of that party;

(d) is made with the other party's prior written approval of the disclosure or (in the case of clause 9.1(d)) the transfer outside New Zealand;

(e) which was rightfully received from a third party without restriction or without breach of this Agreement; or

(f) was developed independently of the Confidential Information.

9.3 Information sharing

In addition to clause 9.2 of this Part B, and in recognition of the mutual benefit of information sharing for the National Programme as a whole, the obligations of confidentiality in clause 9.1 of this Part B do not apply to the extent that any disclosure of Confidential Information is for the purpose of consulting, cooperating or coordinating with other then current recipients of funding from MPI under the National Programme, including in relation to:

(a) current best practice in relation to the performance of the Activities; and/or

(b) a party's health and safety management under this Agreement.

9.4 Mandatory disclosures

If any party is required to disclose any Confidential Information (as contemplated by clauses 8.1(a) or 9.2 of this Part B), that party will use its reasonable endeavours to obtain the recipient's commitment that it will treat the confidential information confidentially.

9.5 Publicity and announcements

(a) The Recipient will acknowledge MPI as a source of funding in all publications and publicity regarding the Activities, and will obtain MPI's approval of the form of the acknowledgement.

(b) MPI may publicise and report on its distribution of Funding to the Recipient on any website, in any media releases, general announcements or annual reports. MPI may disclose the name of the Recipient, any of its Subcontractors, the amount of the Funding and a brief description of Activities.

(c) Neither party may post on websites, social networking sites or publicly display objectionable or derogatory comments about the Activities, this Agreement, each other, or any of their Personnel.

(d) The Recipient will promptly refer any enquiries from the media or any other person about the terms or performance of this Agreement to the MPI Contract Manager. If the MPI Contract Manager cannot be contacted, the Recipient will instead contact the person holding the office of "MPI Manager Pest Management Programmes".

10. Warranties

10.1 Warranties

The Recipient warrants that at the date of this Agreement:

(a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency or administration in relation to the Recipient;

(b) there are no circumstances or matters that are likely to have a material adverse effect on the performance of its obligations under this Agreement;

(c) it is not aware of any information that has not been disclosed to MPI which may, if disclosed, materially adversely affect the decision of MPI to provide the Funding;

(d) all information relating to the Activities that was provided by the Recipient to MPI prior to MPI's execution of this Agreement, including in any proposal or presentation by the Recipient, was accurate, complete and true at the time it was provided. The Recipient acknowledges that MPI is entering into this Agreement in reliance on such information; and

on a continuing basis during the Term of this Agreement (to the best of the Recipient's knowledge and belief):

(e) the performance of the Activities under this Agreement will not constitute or give rise to a breach of:

(i) the rights of any person (including any Intellectual Property Rights or physical property rights); or

(ii) any law with which the Recipient or Personnel is required to comply.

11. Intellectual Property and data

11.1 Background Intellectual Property

Except to the extent specified in this Agreement, nothing in this Agreement confers on a party any right, title or interest in the other party's Background Materials.

11.2 New Intellectual Property

Unless otherwise agreed between the parties, all Intellectual Property Rights in the New Materials arising under or in relation to this Agreement are the property of MPI from the time of creation or will vest in MPI immediately afterwards.

11.3 Licence

Subject to clause 11.4, each party (**Licensor**) grants the other (**Licensee**) a perpetual, irrevocable, world-wide, royalty-free, non-exclusive licence to Use any of the Licensor's:

(a) Background Materials;

(b) New Materials;

(c) Third Party Materials (provided that the Licensor holds the rights to grant this licence in relation to Third Party Materials); and/or

(d) any of the Licensor's data,

provided or made available by the Licensor to the Licensee under or in connection with this Agreement. The Licensee may sub-license its rights under this clause 11.3 to its Subcontractors, but only to the extent necessary for that Subcontractor to perform the Activities or provide the Outputs in accordance with this Agreement.

11.4 WCIS

The Recipient must not (and will ensure its Personnel does not) copy, reverse engineer, rent, decompile or attempt to circumvent any security measures on WCIS or any part of it.

11.5 Know How

Notwithstanding any other provision of this Agreement, MPI and the Recipient will not be prevented or restricted by this Agreement from using any technique, idea, concept or know-how relating to this Agreement.

12. Third party rights

12.1 Third Party Claim

If a third party claims that a party (the **Infringing Party**) has infringed that third party's Intellectual Property Rights, other rights of that third party or the law (**Third Party Claim**), then:

(a) the other party will allow the Infringing Party to control settlement or defence of the Third Party Claim. The Infringing Party will consult with the other party on the settlement or defence of the Third Party Claim;

(b) at the Infringing Party's cost and reasonable request, the other party will co-operate with the Infringing Party in the defence and any related settlement negotiations concerning any Third Party Claim; and

(c) the other party will not enter into any settlement, negotiation or compromise with the third party without the Infringing Party's written consent (not to be unreasonably withheld).

13. Conflicts of interest

13.1 Avoiding conflicts

Each party must maintain a high standard of honesty and integrity at all times in the performance of this Agreement and must use all reasonable endeavours to avoid any actual or perceived conflict of interest, being:

(a) a situation which might create an actual or perceived conflict of interest, or compromise the Recipient's or MPI's integrity; and/or

(b) any financial or other interest or undertaking that might interfere with or compromise the performance of the other party's obligations under this Agreement, or the integrity or standing of either party.

13.2 Notifying conflicts

Each party must advise the other party in writing of any actual or perceived conflict of interest that might arise in the performance of its obligations under, or in connection with, this Agreement. Each party will assist the other party to manage, avoid or mitigate that conflict and follow any reasonable instructions (which may include stopping the performance of certain work) that the parties consider necessary or appropriate to manage the conflict of interest.

14. Audit

14.1 Audit

(a) As part of the public sector, each party acknowledges the need to ensure transparency and accountability in the use of public funds, and also the cost and resource involved in carrying out an audit. Accordingly, MPI will work with the Recipient to identify an appropriate audit frequency and scope but, as the funder, MPI must have default rights of audit that it can use at any stage.

(b) The Recipient must allow MPI and any auditor nominated by MPI to conduct an audit from time to time, for the purpose of:

(i) determining the level of compliance with this Agreement (including whether there has been a breach of this Agreement) by the Recipient and/or its Personnel;

(ii) determining whether Activities invoiced for or by the Recipient have been performed and invoiced according to this Agreement; and/or

(iii) assisting in resolving a matter in dispute between the parties.

(c) The Recipient will (and will ensure that each of its Personnel will) provide reasonable access and assistance to MPI (or an auditor appointed by MPI) in relation to an audit conducted under this clause 14.1 of this Part B.

(d) In conducting an audit, MPI must:

(i) give the Recipient reasonable notice of the audit, which in any event does not need to be more than 5 Business Days; and

(ii) comply with the Recipient's reasonable security requirements.

(e) The Recipient may use the Funding for the reasonable costs of any audit unless a material non-compliance or charging error with this Agreement is discovered through the audit, in which case, the Recipient must reimburse MPI for the amount of any Funding that has been used to pay for the costs of the audit.

(f) MPI will promptly notify the Recipient of the draft and final results of any audit conducted under this clause 14.1 of this Part B.

15. Dispute resolution

15.1 Negotiation

Both parties will endeavour to resolve any dispute that may arise under or in connection with this Agreement through negotiation.

15.2 Escalation

If the parties are unable to resolve a dispute by negotiation within 10 Business Days after the dispute was first notified in writing by one party to the other (**Dispute Notice**), and either party gives written notice to the other, then:

(a) the dispute will be referred for resolution by their respective senior responsible officers with oversight of this Agreement; and

(b) if the dispute cannot be settled by the senior responsible officers within 20 Business Days of delivery of the Dispute Notice, the dispute will be referred for resolution by their respective Chief Executives.

15.3 Mediation

Subject to clause 15.4 of this Part B, if a dispute cannot be settled within 30 Business Days of delivery of the Dispute Notice under clause 15.2 of this Part B (or such other timeframe agreed in writing by the parties), the dispute may be referred by either party to non-binding mediation in which case:

(a) the parties agree to the mediation, which will be held in Wellington, New Zealand;

(b) the mediation will be mediated by a sole mediator agreed in writing by the parties; or

(c) if the parties cannot agree on a mediator within 10 Business Days of either party referring the dispute to mediation, either party may request the President of the New Zealand Law Society to appoint a suitably qualified independent mediator.

15.4 Right to seek relief

This clause 15 of this Part B does not affect either party's right to seek urgent interlocutory and/or injunctive relief from any New Zealand Court of competent jurisdiction.

16. Liability

16.1 Maximum liability

Without limiting clauses 16.2 and 16.3 of this Part B, the maximum aggregate liability, whether in contract, tort (including for negligence), breach of statutory duty or otherwise, of one party to the other party under or in connection with this Agreement is limited to the total amount of Funding payable by MPI under this Agreement had the Funded Activities been carried out in accordance with this Agreement.

16.2 Exclusions

(a) Neither party is liable for any indirect or consequential loss or damage arising under or in connection with this Agreement, even if foreseeable and even if advised of the possibility of such loss or damages.

(b) The Recipient will not be liable under this Agreement to the extent the Recipient's breach of this Agreement is a direct and unavoidable result of MPI's express written instruction (given knowingly).

(c) Notwithstanding any other clause in this Agreement, this clause 16 applies only to the extent permitted by law.

16.3 Uncapped liability

Clauses 16.1 and 16.2 of this Part B will not limit either party's liability under or in connection with this Agreement:

(a) for damage to the other's or a third party's physical property;

(b) for personal injury or death;

(c) for fraud or wilful default; or

(d) an obligation to pay any amount due and owing under this Agreement.

16.4 Mitigation

Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with this Agreement.

17. Force Majeure

(a) Where either MPI or the Recipient (the **Affected Party**) is unable to carry out its obligations in accordance with this Agreement due to a Force Majeure Event, and:

(i) the Affected Party gives the other party immediate written notice of the nature, the expected duration of, and the obligation affected by, the Force Majeure Event;

(ii) the Affected Party gives regular updates of the expected duration of and effects of the Force Majeure Event; and

(iii) the Affected Party uses all reasonable endeavours to:

(A) mitigate the effects of the Force Majeure Event on the Affected Party's obligations under this Agreement; and

(B) perform the Affected Party's obligations under this Agreement despite the Force Majeure Event,

that obligation is suspended for so long as, and to the extent that, the Affected Party is affected by the Force Majeure Event.

(b) If the Recipient's obligation is relieved under this clause 17 of Part B, MPI will not be obliged to provide Funding for the Activities that have not been provided in accordance with this Agreement due to the Force Majeure Event.

18. Insurance

For the Term of this Agreement, and for at least three years after the Term of this Agreement, the Recipient must effect and maintain adequate insurance to cover standard commercial risks, including professional indemnity, public liability and property damage (including fire) with sufficient coverage to cover its obligations under this Agreement. The Recipient must, upon the request of MPI, provide MPI with evidence of its compliance with this clause 18 of Part B.

19. Term and termination

19.1 Term

This Agreement commences on the Start Date and continues until the End Date unless terminated earlier or extended in accordance with its terms including under clause 6.2 of Part A.

19.2 Termination for default and insolvency

Either party may immediately terminate this Agreement, by written notice to the other party, if the other party breaches any material provision of this Agreement and the breach is not remedied within 20 Business Days of the receipt of written notice from the first party requiring the other to remedy the breach.

19.3 Effects of expiry or termination

(a) Termination of this Agreement is without prejudice to other rights and obligations of the parties accrued up to and including the date of termination.

(b) On expiry or termination of this Agreement:

(i) MPI may require the Recipient to provide evidence of how the Funding has been spent; and

(ii) any Funding that has not yet been distributed by MPI will not be distributed to the Recipient.

19.4 Survival clauses

Clauses 6.8, 8.2, 8.3, 9, 10.1(e), 11, 12, 14, 15, 16, 17, 18, 19, 20 and 21 of Part B any other clauses that expressly or by necessary implication survive this Agreement, continue after expiry or termination of this Agreement or part of it.

20. Notices

(a) Any notice or other communication under this Agreement will be deemed to be validly given if in writing and delivered by hand, registered mail, national post or international post, or email (subject to the remainder of this clause 20) to the Contract Manager (for MPI) or Contract Manager (for the Recipient).

(b) Any notice will be deemed to have been given on the date when actually delivered personally, by registered mail or following international posting, on the third Business Day following posting to a national address, and on the date that receipt of an emailed notice is acknowledged by the recipient personally (that is, not by any automatically generated email). However, if delivery occurs after 5:00 pm on a Business Day, it will be deemed delivered at 9.00 am on the next Business Day.

(c) The parties agree that no notice required or permitted to be given under clause 15 (Dispute resolution) or clause 19 (Term and termination) may be given by email alone.

21. General

(a) Subject to clause 21(b) of this Part B, neither party will assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld).

(b) MPI may assign, transfer or subcontract this Agreement or any rights or obligations under this Agreement to another public sector agency who has appropriation for the National Programme without the prior written consent of the Recipient.

(c) No third party is entitled to the benefit of, or to enforce, this Agreement.

(d) Each party will bear its own legal and other costs relating to the preparation and execution of this Agreement, unless agreed otherwise in writing.

(e) This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

(f) The provisions of this Agreement are severable. If any one provision is determined to be judicially unenforceable, the remaining provisions will continue to be binding and enforceable.

(g) This Agreement may be executed in any number of counterparts (including by executed, scanned or emailed copies) each of which will be deemed an original. Once each party has received a copy of the executed counterpart from the other party, each counterpart will be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

(h) This Agreement will be governed by, and construed in accordance with, the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in relation to this Agreement.

Execution

EXECUTED as an Agreement

Signed by The Sovereign in right of New Zealand acting by and through the Ministry of Primary Industries by:	Signed for and on behalf of **Otago Regional Council** by:
	
Signature	Signature
Stuart Anderson	Richard Saunders
Name	Name
Deputy Director-General	Chief Executive
Title	Title
9 September 2024	25 September 2024
Date	Date

Schedule 1 – Definitions and Interpretation

1. Defined terms

1.1 Defined terms

In this document, unless the context requires otherwise, the following terms have the following meanings:

Activities means the activities performed or to be performed (and any outputs provided or to be provided) by or on behalf of Recipient under this Agreement, including the activities and outputs described in clause 3 of Part A, and any other activities that are necessarily or customarily provided as part of those activities and/or outputs.

Agreement means this services agreement, including Part A, Part B, this Schedule 1 and Schedule 2.

Background Material means any property, information, documentation or other material in any form:

(a) in existence prior to the Start Date; or

(b) developed outside the scope of this Agreement.

Business Day means any day, excluding Saturdays, Sundays and statutory public holidays in Wellington or Region of the Recipient.

Start Date means the date this Agreement commences, as set out in clause 6.1 of Part A.

Confidential information means:

(a) in the case of MPI, MPI Data; and

(b) in the case of both MPI and the Recipient, any other information obtained from the other party in the course of, or in connection with this Agreement that is marked confidential or ought to reasonably be considered to be confidential, regardless of value or importance.

Contract Manager means the person identified in clause 7 of Part A as a contract manager for the relevant party, as that person may be replaced from time to time in accordance with this Agreement.

End Date means the date this Agreement ends as set out in clause 6.1 of Part A, as may be extended in accordance with clause 6.1 of Part A.

Financial Year means the twelve months from 1 July to 30 June.

Force Majeure Event means, in relation to a party, an event or circumstance which is beyond the reasonable control of that party, but does not include any event or circumstance which could have been avoided, prevented or circumvented by that party taking reasonable steps, including ensuring business continuity by implementing an appropriate disaster recovery plan.

Funded Activity has the meaning set out in clause 3.1(a) of Part A.

Funding means the amounts paid or payable to the Recipient by MPI under this Agreement.

Governance Group means the group which governs the National Programme, whose members are, at minimum MPI (**Chair**), Land Information New Zealand (**LINZ**), New Zealand Defence Force (**NZDF**), Department of Conservation (**DOC**), and two Council representatives.

GST means goods and services tax chargeable under the GST Act.

GST Act means the Goods and Services Tax Act 1985.

Health and Safety Management Plan or **HSMP** has the meaning given to it in the definition of Health and Safety Management Plan in clause 1.1 of Schedule 2 (Health and Safety Terms).

HSWA means the Health and Safety at Work Act 2015.

In Kind Contributions means funds, labour, or materials donated by other stakeholders or interested groups.

Intellectual Property Rights includes copyright, and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, Confidential Information, know-how, trade secrets, computer program codes and all other proprietary rights, whether registered or unregistered, and all equivalent rights and forms of protection anywhere in the world, together with all rights, interests or licences in or to any of the foregoing.

Management Unit or **MU** means an area designated by MPI as a management unit as set out in WCIS, and has a fixed name, number and boundary (area).

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

MPI Coordinator means the MPI coordinator, as notified by MPI to the Recipient and may be replaced from time to time.

MPI Data means:

(a) any data owned, held, used or created by MPI, and provided to the Recipient;

(b) any data processed by the Recipient as a direct result of this Agreement; and

(c) all records, data and other information (other than software object code) provided or made available to the Recipient by MPI.

National Programme means the national wilding conifer programme, as described in Recital A of the Background.

New Material means any property, information, documentation or other material in any form created:

(a) by, for or on behalf of the Recipient;

(b) on or following the Start Date; and

(c) for the purpose of, or as a result of, performing its obligations under this Agreement.

Notifiable Event means a notifiable event within the meaning of section 25 of the HSWA,

Notifiable Incident means a notifiable incident within the meaning of section 24 of the HWSA.

Operational Area or OA means part of the Management Unit designated as an operational area by MPI, as set out in WCIS, and has a fixed name, number and boundary (area).

Outcomes has the meaning in clause 1(a) of Part A.

Output means all or any output of the Activities provided or to be provided by or on behalf of the Recipient under this Agreement, including the outputs described in clause 3 of Part A (as amended from time to time in accordance with this Agreement).

Part A means Part A of this Agreement.

Part B means Part B of this Agreement.

PCBU means a person conducting a business or undertaking within the meaning of section 17 of the HWSA.

Personal Information has the meaning given to that term in section 2 of the Privacy Act 2020.

Personnel of any person, means all individuals directly or indirectly engaged by that person, including but not limited to directors, employees, contract staff, agents, consultants, specialists,

support staff and co-opted or seconded staff and, in the case of the Recipient, includes its Subcontractors.

Privacy Laws means the Privacy Act 2020 (or any future replacement statue) and any other applicable legislation, principles, industry codes and policies.

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

Regional Coordination Group or **RCG** means the regional coordination group for the relevant Region, as described in row (b) of the table at clause 3.1 of Part A.

Significant Event has the meaning given to that term in clause 5 of Part B.

Start Date means the start date set out in clause 6.1 of Part A.

Subcontractor means:

(a) any person, business, company, or organisation engaged by the Recipient to deliver or perform all or any part of the Activities or in respect of this Agreement; and

(b) any subcontractor of a person described in (a) of this definition.

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

Technical Liaison means the person identified in clause 7 of Part A as the technical liaison for the relevant party, as that person may be replaced from time to time in accordance with this Agreement.

Term has the meaning given in clause 19.1 of this Part B.

Third Party Material means any property, information, documentation or other material in any form owned by a third party that is:

(a) included, embodied in or attached to the New Material; or

(b) used in undertaking the Activities.

Use means to use, copy, store, process, transfer, view, handle, modify, support and/or maintain.

WCIS means the ‘wilding conifer information system’.

Worker means an individual who carries out work for a PCBU within the meaning of section 19 of the HWSA.

2. Interpretation

In this Agreement, unless the context requires otherwise:

(a) the following order of precedence (in order of decreasing priority) applies to the documents forming part of, or incorporated into, this Agreement if any conflict or inconsistency arises:

(i) Part B;

(ii) Part A; and

(iii) the Schedules;

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

(c) the singular includes the plural and vice versa;

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

(e) a reference to:

(i) a **party** to this Agreement includes that party’s permitted assigns and successors;

(ii) **$** or **dollars** is a reference to New Zealand currency;

(iii) monetary amounts are the amounts stated before the addition of GST (if any);

(iv) **including** and similar words do not imply any limitation;

(v) a **person** includes:

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

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

(vi) a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations, as it may be amended or replaced from time to time;

(vii) a document includes references to that document as it may be amended or replaced from time to time;

(viii) this Agreement includes all attachments to this Agreement and any document incorporated into this Agreement by reference;

(ix) a clause is a reference to a clause in this Agreement;

(x) a Part or Schedule, are references to a part or schedule of this Agreement; and

(xi) a time means New Zealand standard time, as adjusted for daylights saving;

(f) subject to clause 20 of Part B, anything that this Agreement requires to be done in writing, may be done by email; and

(g) no rule of construction applies to the disadvantage of MPI on the basis that MPI put forward this Agreement or any part of it.

Schedule 2 – Health and Safety Terms

1 DEFINITIONS

1.1 In this Schedule, unless the context requires otherwise:

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

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

"Health and Safety Management Plan" means a plan provided by the Recipient and accepted by MPI, for the management of risks and hazards relating to the Recipient's delivery of Activities. A plan may be documented on a template supplied by MPI, or on the Recipient's own template. If not completed on MPI's template, then the plan must at a minimum include the following matters:

(a) The health and safety risk register, specific to the contracted work and its operational requirements, including:
   i. identified risks and mitigations, with Critical Risks to Health and Safety clearly identified
   ii. clearly assigned responsibilities for managing risks to health and safety, clearly showing where the work exposes Workers to Critical Risks to Health and Safety
   iii. evidence the Recipient has identified Critical Risks and has critical controls in place that are comparable to MPI's Critical Controls for management of Critical Risks to Health and Safety.

(b) Confirmation of how those risks and critical controls will be communicated to Workers.

(c) Clearly assigned health and safety roles & responsibilities for the Activities being delivered (the name of the person responsible or position titles).

(d) Details of regular meetings to discuss health and safety matters relating to the performance and delivery of the Activities.

(e) Details of regular (min. monthly) reporting on health and safety critical risk management, incidents (incl. near misses) and corrective actions.

(f) Required personal protective equipment and assigned responsibility for checking equipment.

(g) Any applicable standard operating procedures (step-by-step instructions on key tasks) in place and how workers access these.

(h) The name of any and all subcontractors and if applicable, volunteers, engaged to assist with the Activities (and how they will be managed by the Recipient, including how assurance will be provided to MPI that Critical Risks subcontractors and volunteers are exposed to the Recipient has identified Critical Risks and has critical controls in place that are comparable to MPI's Critical Controls for management of Critical Risks to Health and Safety).

(i) The health and safety induction process for Workers involved in the Agreement.

(j) Identification of required training and/or certification to carry deliver the Activities (and confirmation of who checks training and/or certification has been completed).

(k) Emergency procedures, specific to the contracted work and its location.

(l) Details on how the Recipient's health and safety performance will be monitored.

(m) The process identified by the Recipient and accepted by MPI for regular consultation, co-ordination and co-operation with MPI on health and safety matters, related to the Activities being delivered.

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

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

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

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

"MPI's Critical Controls for Health and Safety Critical Risks" means the document MPI's Critical Controls for Health and Safety Critical Risks.

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

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

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

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

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

2. COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION AND DIRECTIONS

2.1 During the Term each of MPI and the Recipient will:

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

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

i. Duties of a PCBU under ss36–43 of HSWA;

ii. Duties relating to the identification of risks and implementation of Control Measures under the HSW (GR&WM) Regulations 2016;

iii. Duties relating to the identification of hazards and implementation of Control Measures under the HSW (GR&WM) Regulations 2016;

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

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

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

3. HEALTH AND SAFETY RISK MANAGEMENT

3.1 During the Term the Recipient will**:**

(a) Maintain a general health and safety policy and practices that are appropriate to the nature of the Activities delivered.

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

(c) Identify, control, and regularly review all Critical Risks to Health and Safety, with controls commensurate to MPI's Critical Controls for Health and Safety Critical Risks.

(d) Provide suitable assurance to MPI that Critical Risks to Health and Safety in subcontracted activities are being appropriately identified, controlled, and reviewed. The subcontractors' controls for all Critical risks must be commensurate to MPI's Critical Controls for Health and Safety Critical Risks.

(e) Consider any concerns raised by MPI under clause 2.4 of this Schedule 4 and make changes to its health and safety documentation and procedures as it deems appropriate.

3.2 The Recipient will submit to MPI a draft Health and Safety Management Plan which includes the information required in the definition of Health and Safety Management Plan in clause 1.1 of this Schedule 4, identification of all health and safety risks arising from the contracted activities, outlining how the Recipient proposes to mitigate and manage these risks, and how assurance will be provided to MPI that the Critical Risks to Health and Safety are managed. The Health and Safety Management Plan will normally be provided before the commencement of the Activities. In exceptional circumstances (e.g. natural disaster, biosecurity response) the Health and Safety Management Plan can be provided within 10 Business Days after commencing the provision of the Activities. Incident reporting alone is not sufficient, and Critical Risks to Health and Safety must be clearly identified. The Recipient will recognise MPI's Critical Controls for Health and Safety Critical Risks and will either match these controls or show how their controls mitigate and manage the risks to a comparable level. MPI will have the opportunity to review and comment on the draft plan and offer suggestions to the Recipient.

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

3.4 Where a Health and Safety Management Plan is in place, the Recipient must comply, and ensure its Workers comply, with the plan at all times and in all circumstances. The Recipient must also review and if necessary, update the Health and Safety Management Plan. This may be a continual review process or at intervals no longer than every six (6) months, and

(a) Following any Notifiable Event; and/or

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

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

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

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

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

4. NOTIFYING EVENTS TO WORKSAFE NZ OR OTHER RELEVANT REGULATOR

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

5. REGULAR HEALTH AND SAFETY REPORTING TO MPI

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

(a) Critical risk management and assurance

The Recipient must provide regular assurance that all Critical Risks to Health and Safety identified in the Health and Safety Management Plan are controlled to a comparable standard to MPI's Critical Controls for Health and Safety Critical risks. This assurance must include evidence that the controls have been confirmed to be in place and effective, including where operations have been subcontracted or undertaken by volunteers.

(b) Notifiable Events

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

(c) Contemporaneous reporting of High Actual or Potential Critical Risk incidents

The Recipient must report any High Actual or Potential Critical Risk Incident to MPI as soon as practicable.

High Actual or Potential Critical Risk Incidents must be reported contemporaneously to your Contract Manager via email or phone **and** via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz.

(d) Regular Health and Safety reporting

In addition to other reporting requirements, the Recipient must deliver a documented regular report to MPI at least every two months while the Activities are being delivered. The report will summarise how Health and Safety is being managed. The report must include:

i. The identity of the project, response, long-term programme or other piece of work the critical risk exposure and/or incident related to. Where this is not possible the Critical Risks and incidents will be classified generally (i.e. general laboratory incidents).

ii. Pro-active health and safety measures being implemented to continuously improve health and safety critical risk management.

iii. Corrective actions identified for each High Actual or Potential Critical Risk Incident, and whether these have been implemented, including any corrective actions taken as a result of any MPI or WorkSafe NZ audit or investigation, or any internal investigation resulting from a Notifiable Event.

iv. Any instances the Recipient becomes aware of where its Workers, in carrying out Activities, have not complied with the requirements of this Agreement or the HSWA in relation to health and safety, or have not complied with MPI's health and safety policy or practices, or those of the Recipient;

v. Current status of any injured Workers; and

vi. Any damaged property or environmental damage or pollution to the extent that it relates to a health or safety risk of the Activities.

The regular report must be delivered to the Contract Manager and MPI's Health, Safety and Wellbeing Directorate via email address SafetyandWellbeing@mpi.govt.nz at least every two months during the Term.

6. NON-COMPLIANCE AND CORRECTIVE ACTIONS

6.1 If MPI becomes aware of a breach of the HSWA Legislation or these health and safety clauses by the Recipient or its personnel or any of the Recipient's subcontractors in relation to the Activities, MPI may, in its reasonable discretion, require the Recipient to do any one or more of the following:

(a) Remedy any breach of the HSWA legislation or this Agreement;

(b) Suspend or terminate all or part of the Activities under this Agreement, until such time as the breach has been remedied and/or the health and safety risk eliminated or managed (and during any such period of suspension MPI is not required to make payment to the Recipient for the Activities);

(c) If the breach relates to the acts or omissions of a subcontractor of the Recipient, direct the Recipient to terminate or suspend the relevant subcontract;

(d) Make an amendment to the Health and Safety Management Plan to manage health and safety risks; and/or

(e) Refer the matter to dispute under clause 15 of Part B.

6.2 In the event that the Recipient fails to remedy a breach or take any other action required by MPI under clause 6.1 of this Schedule 4, MPI may terminate this Agreement under Schedule 2 of this Agreement. In this event, MPI's liability is limited to payment for Activities performed in accordance with this Agreement up to and including the date on which MPI gave notice of the action required to be taken.

7. Subcontractors

7.1 This clause applies in addition to any other clauses in this Agreement relating to subcontractors.

7.2 MPI may, at any time during the Term, require the Recipient to:

(a) Conduct a health and safety pre-qualification or assurance process for all, or any particular, subcontractors the Recipient proposes to use to deliver the Activities, ensuring that Critical Risks to Health and Safety are managed to the same or higher level as MPI's Critical Controls; and/or

(b) Submit a Health and Safety Management Plan, or amend an existing Health and Safety Management Plan, to address specific health and safety risks posed by the proposed use of the subcontractor.

7.3 The Recipient must ensure that prior to the delivery of Activities by any subcontractor, the subcontractor has been advised of, and complies with:

(a) The Recipient's management controls for Critical Risks to Health and Safety, where appropriate, comparable with MPI's Critical Controls for Health and Safety Critical Risks;

(b) The Recipient's health and safety policy and procedures;

(c) The Health and Safety Management Plan relevant to the Activities provided;

(d) Any specific site based health and safety issues in delivering the Activities; and

(e) Any health and safety directions given by MPI to the Recipient under clause 2.2 of this Schedule 4.

8. RECORDS

8.1 The Recipient must keep all records required under the HSWA (and promptly provide them on request to MPI).

8.2 In addition to any records required under HSWA, the Recipient must keep records (and provide them on request to MPI) of:

(a) Health and safety critical risk management, including assurance activities that provide clear evidence that Critical Risks to Health and Safety are adequately controlled by the Recipient and any and all subcontractors and volunteers at all times;

(b) Any health and safety incidents which have been investigated internally by the Recipient, or by WorkSafe NZ or other relevant regulator, relating to the Activities (and the outcome of such investigations);

(c) Health and safety due diligence processes, and any associated documents, relating to the health and safety compliance and performance of subcontractors used for the Activities.

9. HEALTH AND SAFETY AUDIT AND INSPECTION

9.1 MPI may, at any time during the Term:

(a) Require the Recipient to provide information or documentation in relation to any matter concerning the Recipient's health and safety performance or compliance in relation to the Activities, or relating to a health and safety incident or risk; or

(b) Carry out an audit of the Recipient's health and safety system as it relates to the Activities; or

9.2 At any reasonable time during Business Hours, MPI may carry out a physical inspection of any place of work that the Recipient is using or intends to use in connection with the supply of the Activities to MPI.

Ministry for Primary Industries
Manatū Ahu Matua

Services Agreement

in relation to Tipu Mātoro National Wallaby Eradication Programme

—

The Sovereign in right of New Zealand acting by and through the Ministry of Primary Industries (**MPI**)
and
Otago Regional Council

—

Services Agreement

Tipu Mātoro National Wallaby Eradication Programme

Details 5

Background 5

Agreed terms 7

PART A: OPERATIONAL AND COMMERCIAL DETAILS 7

1. Outcomes 7

2. Acknowledgement of appropriation 7

3. Activities 7

3.1 In scope 7

3.2 Restricted and/or Prohibited Activities **Error! Bookmark not defined.**

4. Funding 15

4.1 Purpose 15

4.2 Maximum amount 15

4.3 Method of payment 15

4.4 Other provisions 15

5. Governance 15

5.1 Role and responsibilities 15

6. Term and termination 16

6.1 Term 16

6.2 Termination of this Agreement 16

6.3 Expiry of existing Funding Agreement

7. Contact details 16

PART B: GENERAL TERMS AND CONDITIONS 18

1. Activities 18

2. Obligations 18

2.1 Mutual obligations of the parties 18

2.2 Recipient's general obligations 18

2.3 MPI's obligations 18

3. Health and safety 19

3.1 Compliance with health and safety legislation and directions 19

4. Subcontractors and Personnel 19

4.1 Subcontractors 19

4.2 Personnel 20

5. Significant Events process 20

5.1 Notification of Significant Event 20

5.2 Rectification process 20

5.3 Cost of remedying 21

5.4 Other remedies 21

6. Payment 21

6.1 MPI's obligation to pay the Funding 21

6.2 Total amount payable 21

6.3 Invoicing 22

6.4 Disputed invoices 22

6.5 Eligible Expenditure 22

6.6 Financial Management 22

6.7	Funding Freeze	23
6.8	Repayment	23
6.9	Insufficient Funding	23
6.10	Tax	24
7.	**Change control procedure**	**24**
7.1	Change request	24
7.2	Understanding consequence of change request	24
8.	**Information management**	**25**
8.1	Provision of information	25
8.2	Privacy	25
8.3	Recordkeeping	25
9.	**Confidentiality**	**25**
9.1	Security and non-disclosure	25
9.2	Permitted disclosure	26
9.3	Information sharing	26
9.4	Mandatory disclosures	26
9.5	Publicity and announcements	26
10.	**Warranties**	**27**
10.1	Warranties	27
11.	**Intellectual Property and data**	**27**
11.1	Background Intellectual Property	27
11.2	New Intellectual Property	27
11.3	Licence	27
11.4	Wall-IS	27
11.5	Know How	28
12.	**Third party rights**	**28**
12.1	Third Party Claim	28
13.	**Conflicts of interest**	**28**
13.1	Avoiding conflicts	28
13.2	Notifying conflicts	28
14.	**Audit**	**28**
14.1	Audit	28
15.	**Dispute resolution**	**29**
15.1	Negotiation	29
15.2	Escalation	29
15.3	Mediation	29
15.4	Right to seek relief	29
16.	**Liability**	**29**
16.1	Maximum liability	29
16.2	Exclusions	30
16.3	Uncapped liability	30
16.4	Mitigation	30
17.	**Force Majeure**	**30**
18.	**Insurance**	**30**
19.	**Term and termination**	**31**
19.1	Term	31
19.2	Termination for default and insolvency	31
19.3	Effects of expiry or termination	31
19.4	Survival clauses	31
20.	**Notices**	**31**

21. General **31**

Execution **33**

Schedule 1 – Definitions and Interpretation **34**

Schedule 2 – Health & Safety Terms Error! Bookmark not defined.

Details

Date

Parties

Name	The Sovereign in right of New Zealand acting by and through The Ministry of Primary Industries with delegated financial authorisation to enter into the agreement, by the Chief Operational Officer & Head of Biosecurity, Ministry for Primary Industries
Short form name	**MPI**
Notice details	Address: PO Box 2526, Wellington 6140 Email: Wallaby@mpi.govt.nz Attention: National Wallaby Eradication Programme
Name	**Otago Regional Council**, a Regional Council established pursuant to the Local Government Act 2002 with its usual business address at **70 Stafford St, Private Bag 1954 Dunedin**
Short form name	**Recipient**
Notice details	Address: 70 Stafford St, Private Bag 1954 Dunedin Attention: Andrea Howard

Background

A. Wallabies are a serious pest in New Zealand and populations have been expanding numerically and geographically for a number of years. They have a significant impact on indigenous forest through browsing on undergrowth and regenerating plants. They compete with stock for pasture and fodder species, consequently reducing stocking rates. Wallabies have also been known to damage fences, contribute to erosion and cause damage to plantation forestry seedlings.

B. The issue is one that can only be addressed by landowners, community groups, iwi, industry, local and central government working together. This was initially recognised by the New Zealand Government in Budget 2020 providing funding of $27 million over 4 years to establish a collaborative national wallaby management programme (now called the Tipu Mātoro National Wallaby Eradication Programme) (the **National Programme**).

C. The New Zealand Government has previously allocated funding for managing wallabies to be distributed through MPI.

D. MPI are awaiting confirmation of Government funding for the National Programme for future years.

E. MPI will distribute available funding on a regional basis to selected regional councils for the purpose of that regional council carrying out activities that help manage wallabies, as part of the National Programme. Each Region(s) will comprise specific Management Units and within those Management Units there will be Operational Areas, within which operational activities for wallaby management will be carried out.

F. The Recipient is a regional council who wishes to manage wallabies in its Region(s). In addition, at times the Recipient may use funds under this agreement to support activities in other regions (e.g. in response to wallaby sightings reported in other regions). Any such activities will be coordinated with the relevant regional council for that region.

G. As MPI and the Recipient are part of the public sector, each wishes to ensure that there is appropriate oversight across the Recipient’s activities and use of public funding, focus on health

and safety, and sharing of useful information. The parties wish that the “Regional Coordination Groups”, help provide oversight of the National Programme in its Region(s).

H. The Recipient and MPI were parties to a funding agreement (as varied and amended) in relation to the National Programme, which has now expired (“Previous Funding Agreement”). The purpose of this Agreement is to record the current terms on which MPI will distribute the Funding to the Recipient under this Agreement and the terms on which the Recipient will apply the Funding and ensure that the Activities are carried out (by either itself or through others), in each case, for the purpose of the National Programme. This Agreement replaces the Previous Funding Agreement (except those clauses of the Previous Funding Agreement that expressly or by necessary implication continue after expiry or termination of the Agreement).

I. This Agreement is for a period of one year only and the parties acknowledge that it is an interim agreement until future Programme funding is confirmed. The form of any future agreements will reflect the nature of the Programme funding and the services to be provided by the Recipient to MPI.

Agreed terms

PART A: OPERATIONAL AND COMMERCIAL DETAILS

1. Outcomes

(a) The intended outcomes for this Agreement (the **Outcomes**) are to:

(i) help to contain and reduce the number of wallabies in New Zealand such that progressive containment is achieved;

(ii) support the implementation of the Aotearoa New Zealand Wallaby Strategy, including any subsequent amendments made by the Governance Group for the National Programme;

(iii) support the Recipient to tailor Outcomes to reflect the ”Regional Pest Management Plans” for the Region(s) for which the Recipient is responsible;

(iv) encourage and, where reasonably practicable, implement feedback from the Regional Coordination Group(s) for the Region(s) for which the Recipient is responsible;

(v) build and maintain a collaborative and constructive relationship between the parties and other stakeholders to address and manage the critical overarching issues caused by wallabies;

(vi) support the Recipient to ensure the health and safety of Workers and others involved in and/or affected by the Activities, as required by law; and

(vii) for the Region(s) in which the Recipient operates, enable oversight of the operational programme and use of the Funding.

(b) In performing the Activities, the Recipient will use all reasonable endeavours to contribute to the achievement of the Outcomes.

2. Acknowledgement of appropriation

Each party acknowledges that the Funding under this Agreement is provided under the ‘Border and Domestic Biosecurity Risk Management MCA appropriation of Vote Agriculture, Biosecurity, Fisheries and Food Safety’. The scope of the appropriation is ‘Biosecurity Incursion Response and Long-Term Pest Management’ (**Scope of Appropriation**). Regardless of any other clause in this Agreement, the Recipient agrees that MPI does not provide the Funding, and the Recipient will not use the Funding, for any purpose outside the Scope of Appropriation.

3. Activities

3.1 In scope

The Recipient will perform the Activities and provide the corresponding Outputs, as each is set out in the table below. Where indicated in that table, the Recipient:

(a) may use the Funding to perform the Activity, where indicated as “Funded” in the corresponding column (a **Funded Activity**); and

(b) will perform each Activity at its cost, where indicated as “Recipient’s cost” in the corresponding column.

	Activity	Output	Funded or Recipient's cost
Operational Planning			
(a)	For each Financial Year during the Term of this Agreement, and for each Management Unit in the Region(s) that the Recipient is responsible for, prepare (or procure the preparation of) a draft Management Unit Operational Plan using the template provided by MPI. The Management Unit Operational Plan (**MUOP**) may include contingency plans to respond to wallaby sightings in other New Zealand regions (i.e. outside of the Recipient's region).	Each draft Management Unit Operational Plan is developed by 1 May each year, with the RCG having been consulted in good faith and given the opportunity to input into the development of the MUOP.	Recipient's cost
(b)	Organise the Regional Coordination Group for the Region(s) that the Recipient is responsible for and: (i) ensure that the RCG members, or invitees, adequately represent partner organisations, including local iwi and stakeholders with an interest in the National Programme; and (ii) support the RCG to meet periodically (and at the frequency to be determined by the RCG) for the purpose of ensuring: • that operational activities (to be performed under the MUOP) are planned in a cohesive and coordinated way; • that operational activities (to be performed under the MUOP) work towards achieving the objectives of the Aotearoa New Zealand Wallaby Strategy; • alignment of the Activities carried out in relation to the National Programme to any other wallaby management work funded through other mechanisms, where it makes sense to do so; • effective communication between the organisations responsible for. wallaby management in the Region(s); • that progress on the operational activities (to be performed under the MUOP) are communicated with local communities including relevant land occupiers; and • issues and risks are identified and dealt with or escalated to MPI.	The Regional Coordination Group operates effectively to represent the key stakeholders of that particular Region(s) and the Management Unit(s) within that Region(s.	Recipient's cost

	Activity	Output	Funded or Recipient's cost
(c)	Implement (or procure the implementation of) the Management Unit Operational Plan in accordance with its terms, including by engaging Personnel and Subcontractors to implement that plan and help deliver the Outcomes.		Funded
(d)	Managing its Personnel engaged for the purpose of implementing the relevant Management Unit Operational Plan to ensure the Personnel carries out their work and engagement in accordance with the terms of that plan and this Agreement.		Recipient's cost
Financial and Operational Reporting			
(e)	Comply with any Wall-IS user guide provided by MPI to the Recipients, as may be amended from time to time (**Wall-IS User Guide**).	Keep accurate, up to date records showing the delivery of the Activities against the relevant plan, including by taking minutes and complete actions arising from regular meetings. Provide adequate information and reports to MPI at meetings. Take minutes and complete actions arising from meetings held with MPI ("Operational Meeting & Reporting Cycle" table below).	Recipient's cost
(f)	Ensure that all data is uploaded to Wall-IS in an accurate and timely manner, in each case, as described and in accordance with any Wall-IS User Guide and MPI's reasonable instructions given from time to time. For each Region(s) the Recipient is responsible for providing reports to MPI (or if directed by MPI, into Wall-IS) on the following: (i) all operational activities (to be performed under the MUOP) completed in each month (including method, location, area (length, if fencing), contractor, start date, end date, total person hours worked, costs expended), to be reported within 5 Business Days of the end of that month; and (ii) location and number of wallaby sightings, to be reported within the timeframe reasonably requested by MPI.		
(g)	Input (or procuring the inputting of) the financial data into Wall-IS in accordance with any Wall-IS User Guide and MPI's reasonable instructions given from time to time, and do so accurately to reflect (amongst other things) the costs of completed operations, and:		

	Activity	Output	Funded or Recipient's cost
	(i) Funding (ii) any other funding; and (iii) In Kind Contributions. If that inputting functionality is not available on Wall-IS, the Recipient must provide that data to MPI in the form and forma that MPI reasonably requests.		
(h)	Comply with any audit under clause 14.1 of Part B.		Funded (subject to clause 14.1(e))
Health and Safety Management			
	Schedule 2 sets out the Recipient's health and safety obligations under the Agreement. In the event there is any inconsistency between item (i) to (m) below and Schedule 2, Schedule 2 will prevail.		
(i)	Work with MPI to ensure a Health and Safety Management Plan (**HSMP**) is in place and agreed prior to the commencement of any Funded Activity.	HSMP is documented and agreed with MPI prior to the commencement of any Funded Activity.	Recipient's cost
(j)	For each PCBU, ensure a HSMP is in place prior to the commencement of any Funded Activity, which: (i) meets the relevant requirements of the HSMP agreed with MPI in (i); (ii) includes the information required in the definition of Health and Safety Management Plan in clause 1.1 of Schedule 2 (Health and Safety Terms) – and identifies: a. all health and safety risks arising from the contracted activities, outlining how the Recipient proposes to mitigate and manage these risks; and b. how assurance will be provided to MPI that the Critical Risks to Health and Safety are managed – for the work being (or to be) carried out under and in relation to this Agreement. Make the HSMP for each PCBU available to MPI when requested.		Recipient's cost

	Activity	Output	Funded or Recipient's cost
(k)	Provide regular health and safety reporting to MPI as required under clause 5.1 of Schedule 2 (Health and Safety Terms). Ensure each **Notifiable Event** and/or **High Actual or Potential Critical Risk Incident** is reported to MPI within the timeframes below: (i) **Notifiable Event** within 1 Business *Day of the Recipient becoming aware of the Notifiable Event;* ; (ii) **High Actual or Potential Critical Risk Incident** as soon as practicable but in any case for an incident that: a. caused harm to a worker or other person, within 1 Business Day of becoming aware of the incident; or b. could have caused harm to a worker or other person, within 5 Business Days of becoming aware of the incident. Notifiable Events and High Actual or Potential Critical Risk Incident must be reported to the MPI Technical Liaison (or delegate) via email or phone **and** via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz in order to confirm investigation roles, responsibilities and actions. (Entering reports into Wall-IS includes an automated notification to SafetyAndWellbeing@mpi.govt.nz) Where WorkSafe or another relevant regulator has been notified the Recipient must also promptly provide a documented summary of that Notifiable Event and corrective actions that manage Critical Risks identified in the investigation to MPI. The regular health and safety reporting required under clause 5.1 d of Schedule 2 (Health and Safety Terms), can be discussed and documented at bimonthly meetings between the recipient and MPI. (iii)		Recipient's cost
(l)	Health and safety audits must be completed as part of assurance activities outlined in the HSMP. Any required improvements that are identified during an audit are implemented.The results of audits and corrective actions must		Recipient's cost

	Activity	Output	Funded or Recipient's cost
	be uploaded to Wall-IS within 20 working days from confirmation of the corrective actions, or as agreed with MPI.		
(m)	Review and update the HSMP agreed under this Agreement in accordance with clauses 3.4 and 3.6 of Schedule 2 (Health and Safety Terms).	Meet at the frequency agreed with MPI in order to cooperatively ensure that health and safety risks and hazards related to operations are being managed appropriately. Report in compliance with clause 3.4 of Schedule 2 (Health and Safety Terms).	Recipient's cost
Reporting and meetings			
(n)	Attend any meeting with MPI that MPI reasonably request.		Recipient's cost
(o)	Report to MPI in accordance with the "Operational Meeting & Reporting Cycle" table below (or as otherwise agreed in writing between the parties). At any "face to face" meeting, each party will endeavour to meet physically in person or, where a physical meeting is not possible or desirable, by video-conference instead.		Recipient's cost

Operational Meeting & Reporting Cycle – Recipients			
Month	**Type**	**Meeting Objectives**	
September	Conference call	Confirm forecast financial contributions from partners. Confirm Subcontractor/s for each operation (or agree dates when this will be confirmed). Confirm that a HSMP is in place for each PCBU (or agree dates when this can be completed). Current operations and spend - % complete. Identify and agree resolution actions for key operational issues. Agree actions and next meeting agenda.	
December	Conference call	Current operations and spend - % complete. Review risks/issues (includes health and safety). Confirm financial contributions received from partners (YTD). Confirm In Kind Contributions made by partners (YTD). Agree actions and next meeting agenda.	
March	Face to Face	Agree Management Unit operational planning process for upcoming Financial Year. Confirm date for operational plans to be submitted. Current operations and spend - % complete. Review risks/issues (includes health and safety). Forecast budget for upcoming Financial Year.	
May	Conference call	Confirm approved operations and budget for upcoming Financial Year (or actions required to complete). Confirm actions to complete sign off for any variations to this Agreement and the supporting HSMP. Agree upcoming Financial Year meetings schedule. Agree annual debrief date and attendees.	

Operational Meeting & Reporting Cycle – Recipients			
Month	**Type**	**Meeting Objectives**	
Late June	Conference call	Confirm whether all previous Financial Year data is in Wall-IS or, if the relevant functionality to input that data in Wall-IS is not available, that the data has been provided to MPI. Confirm complete operations and spend for Financial Year (includes journals for expected invoices). Confirm financial contributions from each co-funding partner and land-occupier, as identified in the MUOP (**Partners**). Confirm In Kind Contributions.	

4. Funding

4.1 Purpose

The Recipient will only use the Funding for the purpose of carrying out the Funded Activities.

4.2 Maximum amount

Regardless of anything else in this Agreement, MPI will not be obliged to provide Funding under this Agreement which, in total, exceeds the following amount for the corresponding Region. The amounts in the table may change from Financial Year to Financial Year by written notice from MPI, which may be given only after consultation with the Governance Group:

Region	Financial Year	Maximum amount of Funding (plus GST if any)
Otago	2024/25	$700,000

4.3 Method of payment

The Recipient will invoice MPI by sending a valid Tax Invoice to the MPI Operations Lead in accordance with clause 6 of Part B. Each Tax Invoice may only be issued when the invoicing criteria (as notified by MPI to the Recipient from time to time) for that Tax Invoice has been met to MPI's reasonable satisfaction.

4.4 Other provisions

Further detail regarding the method of payment, eligible expenditure, financial management, funding freezes and repayment is set out in clause 6 of Part B.

5. Governance

5.1 Role and responsibilities

The party described as “appointor” in the table below will engage and keep engaged suitably qualified, skilled and experienced Personnel in the roles set out in the table below. Each party will ensure its appointee performs the responsibilities for that role, as described in the table below and elsewhere in this Agreement.

Name of Role	Responsibilities	Appointer
Representative on the Regional Coordination Group	1. Have oversight and involvement in the development, endorsement-seeking process, implementation and monitoring of each relevant MUOP. 2. Keeps up to date on progress towards delivering the MUOP. 3. Is involved in risk mitigation (all informed and involved). 4. Assist in coordination of control work (and other related work).	The Recipient
Representation on the Governance Group	To help govern the National Programme, and oversee associated Crown funding and National Programme operational delivery.	MPI and, where the Recipient is part of LGNZ, through the Recipient’s LGNZ representative

6. Term and termination

6.1 Term

Start Date	1 July 2024
End Date	30 June 2025
Extending the End Date	The parties may extend the Term of this Agreement by written agreement but it is intended that the parties will enter into a new services agreement for future years once Programme funding has been confirmed.

6.2 Termination of this Agreement

In addition to the rights contained in clause 19 of Part B, MPI or the Recipient may terminate this Agreement at any time for convenience, without cause, by giving at least four (4) months' prior written notice to the other party.

6.3 Expiry of existing Funding Agreement

(a) The parties acknowledge that the previous funding agreement between the parties dated **30.06.2024** (**Previous Funding Agreement**) has expired.

(b) The Recipient agrees that any policy, instruction or guidance given by MPI under the Previous Funding Agreement is deemed to be given and continue under this Agreement also, unless MPI has expressly replaced or withdrawn that policy, instruction and/or guidance. To the extent that there is any inconsistency between such policy, instruction, or guidance given under the Previous Funding Agreement (or any policy, instruction, or guidance given by MPI under this Agreement), the terms of this Agreement (or the terms of any such policy, instruction or guidance given by MPI under this Agreement, as the case may be) will prevail.

(c) If the Recipient has not spent all of the funding allocated to the Recipient by MPI under the Previous Funding Agreement, MPI and the Recipient agree that, the unspent funding will be deemed to be provided by MPI as part of (but not in addition to) the Funding provided under this Agreement.

7. Contact details

(a) All matters or enquiries regarding the technical implementation or operation of this Agreement will be directed to MPI's Technical Liaison or the Recipient's Technical Liaison, as appropriate.

(b) All general matters relating to this Agreement (including concerning the interpretation of this Agreement) will be directed to MPI's Agreement Manager or the Recipient's Agreement Manager, as appropriate.

(c) If the Recipient cannot contact MPI's Agreement Manager or MPI's Technical Liaison within a reasonable timeframe in the circumstances, enquiries can be directed to the person for the time being holding the office of "MPI Manager Pest Management Programmes".

(d) If MPI cannot contact the Recipient's Agreement Manager or the Recipient's Technical Liaison, enquiries can be directed to the Recipient's Chief Executive or Managing Director.

(e) The initial contact persons for each party are below. If a party's contact persons or their details change, that party must notify the other party in writing 10 Business Days in advance.

Party	Role	Details
MPI	Manager Pest Management Programmes	Cath Duthie 021 288 9077 Catherine.Duthie@mpi.govt.nz
MPI	Technical Liaison	Shona Sam 03 266 1979 Shona.Sam@mpi.govt.nz
MPI	Agreement Manager	Sam Beaumont 022 011 5880 Samuel.Beaumont@mpi.govt.nz
Recipient	Chief Executive	Richard Saunders Richard.Saunders@orc.govt.nz
Recipient	Managing Director	Libby Caldwell 021 175 0396 libby.caldwell@orc.govt.nz
Recipient	Technical Liaison	Gavin Udy 022 317 1517 Gavin.Udy@orc.govt.nz
Recipient	Agreement Manager	Gavin Udy 022 317 1517 Gavin.Udy@orc.govt.nz

PART B: GENERAL TERMS AND CONDITIONS

1. Activities

MPI agrees to provide the Funding to the Recipient, and the Recipient agrees to use the Funding and carry out the Activities (or ensure the Activities are carried out), subject to and in accordance with the terms of this Agreement, and will use the Funding solely for the purpose of performing the Funded Activities under the National Programme.

2. Obligations

2.1 Mutual obligations of the parties

(a) Each party agrees to:

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

(ii) discuss any matters affecting this Agreement or the performance of the Activities, whenever necessary.

(b) Each party will ensure it performs its obligations under this Agreement:

(i) with due diligence, care and skill and using a standard of skill, care and diligence no lower than that expected of an experienced and well-resourced organisation performing that obligation;

(ii) in accordance with the specified timeframes or, if no timeframe is specified, then within a reasonable period; and

(iii) in accordance with all applicable laws, regulations and, where legally binding upon that party, codes and standards of practice.

2.2 Recipient's general obligations

(a) The Recipient will ensure that it provides the Activities, and will ensure that any Personnel engaged to provide the Activities does so:

(i) using appropriately trained, qualified, experienced and supervised persons;

(ii) in accordance with all Government or MPI internal policies and procedures relevant to this Agreement, as notified in writing to the Recipient at or before the Start Date;

(iii) in accordance with the Standards of Integrity and Conduct issued by the Public Service Commission (see www.publicservice.govt.nz); and

in a manner that:

(iv) is culturally appropriate for Māori, Pacific and other ethnic or indigenous groups;

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

(vi) meets MPI's satisfaction, as reasonably described by MPI in writing from time to time.

(b) Unless otherwise agreed in writing, the Recipient will ensure that it obtains all necessary and prudent authorisations, consents, permits, licences and the like, to ensure the Recipient can perform its obligations under this Agreement in compliance with the law and any third party's rights, including in relation to performance of any Actvities carried out on MPI's or a third party's premises.

2.3 MPI's obligations

If reasonably requested by the Recipient, and without limiting the Recipient's obligations under this Agreement, MPI will:

(a) cooperate and collaborate with the Recipient in the same way that MPI generally cooperates and collaborates with other recipients similar to the Recipient in the relevant circumstances;

(b) provide or give access to MPI's resources and information, including templates, which MPI generally makes available to recipients similar to the Recipient, for the purpose of the National Programme; and

(c) endeavour to find opportunities to share best practices and lessons learned across the National Programme's delivery.

3. Health and safety

3.1 Compliance with health and safety legislation and directions

During the Term of this Agreement, the Recipient will comply with the Health and Safety provision as set out in Schedule 2 (Health and Safety Terms).

4. Subcontractors and Personnel

4.1 Subcontractors

(a) The Recipient must ensure that:

(i) each Subcontractor is fully aware of the Recipient's obligations under this Agreement to the extent necessary for the Subcontractor to properly perform its obligations;

(ii) each subcontract it enters into with a Subcontractor is consistent with this Agreement, to the extent relevant and material for the performance of the Subcontractor's obligations;

(iii) each subcontract with a Subcontractor requires that further subcontracting is also consistent with this Agreement; and

(iv) each Subcontractor has been advised of, and complies with the the requirements recorded in paragraph 7.3 of Schedule 2 (Health and Safety Terms).

(b) The Recipient must ensure that, prior to the performance of the Activities by any Subcontractor, the Subcontractor has been advised of, and agrees to comply with:

(i) the Recipient's health and safety policy and procedures;

(ii) the health and safety risk management plan for the relevant PCBU (as described in (j) of the Activities table in Part A);

(iii) the plan to manage any specific site within the relevant Management Unit based on health and safety issues in performing the Actvities; and

(iv) any health and safety directions given by MPI to the Recipient under paragraph 2.2 of Schedule 2 (Health and Safety Terms).

(c) The Recipient will be responsible for the acts and omissions of each Subcontractor as if the act or omission was the Recipient's. The Recipient will not be relieved of any of its liabilities or obligations under this Agreement by entering into any subcontract.

(d) The Recipient will ensure that:

(i) its contract with each Subcontractor it engages in relation to the National Programme contains generally the same obligations and it gives MPI the same rights as are set out in this Agreement to the extent that those obligations and rights relate to the Subcontractor's performance of the Activities; and

(ii) MPI can directly enforce those obligations and exercise its rights against the Subcontractor pursuant to the Agreement and Commercial Law Act 2017, provided that MPI will not:

(A) enforce its rights under this 4.1(d)(i) without seeking to resolve any issues in the first instance with the Recipient; or

(B) engage with Subcontractors without the prior written consent of the Recipient, such consent not to be unreasonably withheld.

4.2 Personnel

If MPI is at any time dissatisfied on reasonable grounds with the performance of the Recipient's Personnel in its performance of the Recipient's obligations under this Agreement:

(a) MPI may notify the Recipient in writing of that dissatisfaction; and

(b) the parties, in good faith, will discuss an appropriate course of action in relation to that Personnel.

If the Personnel performs a role that involves the accounting or allocation of Funding and has been arrested for or committed a dishonesty offence, the Recipient will remove that Personnel from that role immediately, if requested by MPI.

5. Significant Events process

5.1 Notification of Significant Event

Each party will notify the other party as soon as reasonably practicable upon becoming aware of an actual or likely:

(a) **Serious failure:** significant failure (or series of related failures which together are significant) of the Recipient to perform its obligations in accordance with this Agreement;

(b) **MPI Breach:** significant event, breach or likely breach by MPI of its obligations under this Agreement;

(c) **Reputational Event:** any event relating to the Agreement which is likely to cause MPI, the government, the Recipient, its Personnel and/or Subcontractors significant adverse media or parliamentary attention, and in any event, if there is a change in the criminal record of the Recipient, and/or its Personnel;

(d) **Security Event:** security event, breach or likely breach relating to the Agreement that compromises or is likely to compromise the integrity or security of MPI, the Recipient, the Activities, Funding, MPI assets (including any technology system) or MPI Data (such event, breach or likely breach being a **Security Event**); and

(e) **Regulatory Event:** any event, or a near miss, relating to the Agreement that would cause the Recipient to notify a regulator, including any health and safety regulator, the office of the Privacy Commissioner or a financial services regulator,

(each such event, circumstance, breach or failure being a **Significant Event**).

5.2 Rectification process

If a party advises the other of a Significant Event, and MPI requests, the parties will endeavour to agree a course of action. If no course of action is agreed within the timeframes advised by MPI (which, depending on the nature of the Significant Event, could be required within an hour), the Recipient must:

(a) **Co-operate:** co-operate with MPI and any other third party specified by MPI;

(b) **Follow instructions:** follow any instructions given by MPI, including any instruction given:

(i) under clause 6.7(b) of this Part B; and/or

(ii) to stop following a previous instruction (or any part of it),

and, if the Significant Event is related to a Notifiable Event, near miss, or breach, MPI's instruction may include:

(iii) to stop performing the Activities (or any part of them);

(iv) to suspend any work being carried out under or in relation to this Agreement by the Recipient, and/or its Personnel until MPI (in its sole discretion) considers the health and safety risk has been eliminated or adequately mitigated; and/or

(v) to amend the HSMP in the manner MPI instructs.

(c) **Investigate:** investigate the cause of the Significant Event and give a report to MPI (in writing if MPI requests) which describes (to the extent reasonably known):

(i) the cause of the Significant Event;

(ii) where the Significant Event is a Security Event and to the extent known, the identity of the person or persons who have gained or attempted to gain unauthorised access; and

(iii) the actions proposed to be taken by the Recipient.

If MPI requests, allow MPI to be involved in relation to that investigation to the level MPI requests.

(d) **Update:** update MPI on regular basis of any subsequent developments relating to the Signficant Event.

(e) **Remedy/Mitigate:** remedy or mitigate the immediate effects of the Significant Event, or the circumstances or issue giving rise to the Significant Event, as soon as reasonably practicable, in the manner reasonably requested by MPI and provide MPI with a report (in writing, if MPI requests) of the action taken. MPI will take reasonable steps to remedy or mitigate the effects of the Significant Event on MPI.

(f) **Prevent Recurrence:** take all reasonable action to prevent a recurrence of the relevant Significant Event and notify MPI (in writing if MPI requests) of any such action taken.

(g) **Remedy plan:** within the period reasonably requested by MPI, prepare and submit to MPI for its approval a remedy plan setting out how the Recipient considers the Significant Event could be optimally remedied, the relevant timeframes for such remediation, what the Recipient considers would be required of the Recipient, MPI and/or any third party and any other details reasonably required in order for the Significant Event to be remedied in an optimal manner. If MPI approves that submitted plan, each party will comply with the requirements of that party as set out in that plan and any other requirements notified by MPI (acting reasonably).

5.3 Cost of remedying

MPI will pay the Recipient for the actual reasonable costs incurred by the Recipient in complying with clause 5.2 of this Part B but only:

(a) up to the amount of the costs that was advised by the Recipient to MPI in advance of the Recipient incurring those costs; and

(b) to the extent that the Significant Event is not due to the Recipient's or its Personnel's breach or misconduct.

5.4 Other remedies

The issuing of a notice under clause 5.1 of this Part B does not limit either party's other rights and remedies.

6. Payment

6.1 MPI's obligation to pay the Funding

MPI's obligation to pay the Funding is subject to:

(a) MPI continuing to have sufficient funding within its budget for the Funded Activities;

(b) there being no un-remedied breach of this Agreement by the Recipient; and

(c) MPI being satisfied on reasonable grounds that the Funding is being appropriately expended on the Funded Activities and is not being used in breach of this Agreement.

6.2 Total amount payable

The Funding is the total amount payable by MPI for the provision of the Funded Activities. All other costs, disbursements and other expenses incurred by the Recipient in relation to this Agreement are at the Recipient's cost and not to be paid for by the Funding.

6.3 Invoicing

(a) The Recipient will invoice the Funding in accordance with this clause 6.3 of Part B. Each Tax Invoice submitted by the Recipient (whether submitted monthly or otherwise) will include sufficient details to enable MPI to identify:

(i) the Agreement number (if any);

(ii) the period covered by the invoice;

(iii) the particular Funded Activities which are the subject of the invoice; and

(iv) the amount of Funding payable.

(b) Unless provided otherwise in this Agreement, the Recipient:

(i) will provide MPI with aTax Invoice for the aggregate amount of Funding for each Management Unit for the relevant Financial Year, as set out in the table at clause 4.2 of Part A (as those amounts may be amended in accordance with clause 4.2 of Part A); and

(ii) may provide that Tax Invoice annually in advance for the immediately following Financial Year.

(c) Without limiting MPI's other rights under this Agreement, MPI will pay the Recipient's Tax Invoices by the within 20 Business Days of receiving that invoice or before the beginning of the Financial Year to which the invoice relates, whichever is the later date. All payments by MPI will be deemed to have been made in Wellington, New Zealand. Payment by MPI is not evidence that the Activities to which the invoice relates have been provided in accordance with this Agreement.

6.4 Disputed invoices

If MPI has a bona fide dispute in relation to all or any portion of any Tax Invoice, MPI may withhold payment of the amount subject to the dispute, provided that:

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

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

6.5 Eligible Expenditure

The Recipient must apply the Funding only to expenditure that:

(a) is incurred by the Recipient;

(b) for the purpose of the Funded Activities or for purposes incidental to the Funded Activities;

(c) is incurred during the Term of this Agreement; and

(d) is otherwise approved in writing by MPI (in its absolute discretion) as eligible expenditure for the purposes of this Agreement,

(**Eligible Expenditure**).

6.6 Financial Management

The Recipient must:

(a) ensure that any payments of Funding made to a third party in connection with this Agreement (including to its Personnel) are correctly made and properly authorised;

(b) maintain proper and diligent control over the incurring of all liabilities in relation to the Funding;

(c) maintain an appropriate financial management system to ensure that the Funding is separately identified and managed within its accounts; and

(d) except with MPI's prior written approval, not use the Funding for the purposes of a guarantee or security for any loan, credit, payment or other interest, or in the context of any litigation.

6.7 Funding Freeze

(a) Without limiting any other right or remedy of MPI, if the Recipient materially breaches this Agreement, then MPI may issue the Recipient with a notice directing the Recipient not to spend the Funding (**Funding Freeze Notice**).

(b) If the Recipient receives a Funding Freeze Notice under this clause 6.7 of this Part B, then, until the breach is remedied to MPI's satisfaction, the Recipient must not spend any Funding:

(i) unless and until MPI notifies the Recipient otherwise; and

(ii) except to the extent required to pay for any bona fide and unavoidable pre-existing contractual commitments to spend the Funding in accordance with this Agreement.

6.8 Repayment

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

(i) **Misspent Funding**: At any time MPI may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.

(ii) **Uncommitted Funding**: On expiry or termination of this Agreement, MPI may recover any Funding which the Recipient:

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

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

(iii) **Activities Abandoned**: MPI may recover an amount up to the total value of the Funding less the amount that the Recipient spent in accordance with this Agreement if the Recipient:

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

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

(iv) **Excess Funding**: Where the total Funding paid under this Agreement and any other money received by the Recipient to carry out the Funded Activities exceeds or is likely to exceed the funding required to perform the Activities, the Recipient must notify MPI upon becoming aware and, if MPI requests, promptly refund to MPI the excess amount.

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

6.9 Insufficient Funding

If the Recipient uses (or reasonably expects to use) all of the Funding in accordance with this Agreement without completing its performance of the Funded Activities during the Term of this Agreement, then:

(a) the Recipient will give MPI written notice as soon as reasonably practicable (but the Recipient does not need to give more than six (6) months advance notice), detailing the amount of additional funding requested by the Recipient (**Additional Funding**) and

supporting evidence as to why the Additional Funding will be sufficient for the Recipient to complete the performance of the Funded Activities; and

(b) within a reasonable period of time after receiving the Recipient's request for Additional Funding under clause 6.9(a)above, MPI will give the Recipient written notice as to whether it will provide:

(i) the Additional Funding in full (in which case the Recipient will be obliged to complete the performance of the Funded Activities in accordance with this Agreement); or

(ii) part of the Additional Funding (in which case the parties will follow the change control procedure set out at clause 7 to agree upon a reduction in the scope of Funded Activities to be performed by the Recipient); or

(iii) no Additional Funding (in which case the Recipient will not be obliged to continue to perform the Activities under this Agreement after all of the funding has been spent on the Funded Activities in accordance with this Agreement).

6.10 Tax

All amounts set out in this Agreement are stated before the addition of GST, which, if payable, will be paid at the same time as the supply to which the GST relates. Subject to the previous sentence, MPI will not be obliged to pay any of the Recipient's and/or its Personnel:

(a) taxes, duties, excess, levies, carbon credits;

(b) holiday pay, sick pay or other payment under the Holidays Act 2003;

(c) redundancy or any other form of severance pay; and/or

(d) other amounts in relation to the performance of its obligations under this Agreement that are not the performance of the Funded Activities.

MPI will not be required to gross up any payment or Funding to the Recipient where MPI deducts tax due to non-resident contractors' tax.

7. Change control procedure

7.1 Change request

A party may request an amendment to the terms of this Agreement at any time by providing a written change request to the other. Unless the parties' respective Agreement Managers agree in writing to use a truncated process, each party agrees to follow the process set out in this clause 7 when requesting a change to the terms of this Agreement.

7.2 Understanding consequence of change request

(a) Where MPI submits a change request, it will provide a reasonable description and explanation of the change sought.

(b) Where the Recipient submits a change request, or within a reasonable period of time of receiving a change request from MPI, the Recipient must provide MPI with a reasonable description of:

(i) how the proposed change would be implemented, including details of how the requested change would affect the Activities and any other term of this Agreement;

(ii) the cost of implementing the change and the Recipient's calculation of changes to the Funding (if any), which must be reasonable and calculated in good faith;

(iii) any information reasonably requested by MPI; and

(iv) any other relevant information, which may include how any change request can be most optimally implemented.

No change request will be binding unless each party accepts the change request in writing.

8. Information management

8.1 Provision of information

Each party will:

(a) provide the other party with all information relating to the Activities as reasonably requested from time to time, within the timeframe reasonably requested; and

(b) as soon as reasonably practicable, provide the information requested by the other party to comply with its statutory, parliamentary or other public sector reporting obligations; and

(c) ensure that all information provided in writing to the other party under or in connection with this Agreement is materially accurate, complete and not misleading at the time the information was provided, for the purpose for which it was provided.

8.2 Privacy

(a) Each party must act in accordance with the Privacy Act 1993.

(b) Each party will not use any Personal Information acquired in the course of performing its obligations under this Agreement, or disclose that Personal Information to any person other than MPI or the Recipient (as applicable) or the individual to whom the information relates, except:

(i) to the extent reasonably required to perform its obligations under this Agreement;

(ii) in accordance with the Privacy Laws; or

(iii) with the other party's or person's written consent.

8.3 Recordkeeping

The Recipient will (and will ensure that each of its Subcontractors under and in relation this Agreement):

(a) keep full, accurate and up-to-date records, including:

(i) financial records relating to the performance of the Activities and all monies paid and payable by MPI under or in relation to this Agreement sufficient to enable MPI to meet its obligations under the Public Finance Act 1989; and

(ii) any health and safety event which has been investigated internally by the Recipient, or a health and safety regulator, relating to the Activities (and the outcome of such investigations); and

(iii) any health and safety due diligence processes, compliance records, and any associated documents, relating to the health and safety compliance and performance of Workers and other Personnel involved in the Activities;

(b) retain such records for 7 years from the expiry or termination of this Agreement; and

(c) on request by MPI, and at no cost to MPI, provide to MPI copies of any such records reasonably requested by MPI and any information or materials (including financial information relating to the provision of Activities).

9. Confidentiality

9.1 Security and non-disclosure

Subject to clauses 9.2 and 9.3 of this Part B, each party agrees that it will:

(a) use all reasonable endeavours to keep the Confidential Information of the other party confidential at all times;

(b) not Use, communicate, make available or re-supply the other party's Confidential Information to any person, other than for the purposes of performing its obligations and/or exercising its rights in accordance with this Agreement;

(c) effect and maintain all reasonable security measures to safeguard the other party's Confidential Information from access, damage or use by unauthorised persons;

(d) store all Confidential Information in New Zealand; and

(e) ensure that any Personnel or professional adviser to whom a party discloses the other party's Confidential Information is aware of, and complies with, the provisions of this clause 9 of this Part B.

9.2 Permitted disclosure

A party will not be bound by the obligations of confidentiality in clause 9.1 of this Part B to the extent that any disclosure of Confidential Information:

(a) is required by law, convention, parliamentary rules or the rules of any stock exchange (**Requirement**), in which case, if permitted by the Requirement and as soon as reasonably practicable, the disclosing party will notify the other party of the Requirement, the information it will disclose and the date on which it will disclose the information, and will comply with that notice;

(b) is required for the purposes of performing and enforcing this Agreement;

(c) is of information that is publicly available through no fault of that party;

(d) is made with the other party's prior written approval of the disclosure or (in the case of clause 9.1(d)) the transfer outside New Zealand;

(e) which was rightfully received from a third party without restriction or without breach of this Agreement; or

(f) was developed independently of the Confidential Information.

9.3 Information sharing

In addition to clause 9.2 of this Part B, and in recognition of the mutual benefit of information sharing for the National Programme as a whole, the obligations of confidentiality in clause 9.1 of this Part B do not apply to the extent that any disclosure of Confidential Information is for the purpose of consulting, cooperating or coordinating with other then current recipients of funding from MPI under the National Programme, including in relation to:

(a) current best practice in relation to the performance of the Activities; and/or

(b) a party's health and safety management under this Agreement.

9.4 Mandatory disclosures

If any party is required to disclose any Confidential Information (as contemplated by clauses 8.1(a) or 9.2 of this Part B), that party will use its reasonable endeavours to obtain the recipient's commitment that it will treat the confidential information confidentially.

9.5 Publicity and announcements

(a) The Recipient will acknowledge MPI as a source of funding in all publications and publicity regarding the Activities, and will obtain MPI's approval of the form of the acknowledgement.

(b) MPI may publicise and report on its distribution of Funding to the Recipient on any website, in any media releases, general announcements or annual reports. MPI may disclose the name of the Recipient, any of its Subcontractors, the amount of the Funding and a brief description of Activities.

(c) Neither party may post on websites, social networking sites or publicly display objectionable or derogatory comments about the Activities, this Agreement, each other, or any of their Personnel.

(d) The Recipient will promptly refer any enquiries from the media or any other person about the terms or performance of this Agreement to the MPI Agreement Manager. If the MPI Agreement Manager cannot be contacted, the Recipient will instead contact the person holding the office of "MPI National Procurement and Agreements Manager".

10. Warranties

10.1 Warranties

The Recipient warrants that at the date of this Agreement:

(a) it is not insolvent or bankrupt and no action has been taken to initiate any form of insolvency or administration in relation to the Recipient;

(b) there are no circumstances or matters that are likely to have a material adverse effect on the performance of its obligations under this Agreement;

(c) it is not aware of any information that has not been disclosed to MPI which may, if disclosed, materially adversely affect the decision of MPI to provide the Funding;

(d) all information relating to the Activities that was provided by the Recipient to MPI prior to MPI's execution of this Agreement, including in any proposal or presentation by the Recipient, was accurate, complete and true at the time it was provided. The Recipient acknowledges that MPI is entering into this Agreement in reliance on such information; and

on a continuing basis during the Term of this Agreement (to the best of the Recipient's knowledge and belief):

(e) the performance of the Activities under this Agreement will not constitute or give rise to a breach of:

(i) the rights of any person (including any Intellectual Property Rights or physical property rights); or

(ii) any law with which the Recipient or Personnel is required to comply.

11. Intellectual Property and data

11.1 Background Intellectual Property

Except to the extent specified in this Agreement, nothing in this Agreement confers on a party any right, title or interest in the other party's Background Materials.

11.2 New Intellectual Property

Unless otherwise agreed between the parties, all Intellectual Property Rights in the New Materials arising under or in relation to this Agreement are the property of MPI from the time of creation or will vest in MPI immediately afterwards.

11.3 Licence

Subject to clause 11.4, each party (**Licensor**) grants the other (**Licensee**) a perpetual, irrevocable, world-wide, royalty-free, non-exclusive licence to Use any of the Licensor's:

(a) Background Materials;

(b) New Materials;

(c) Third Party Materials (provided that the Licensor holds the rights to grant this licence in relation to Third Party Materials); and/or

(d) any of the Licensor's data,

provided or made available by the Licensor to the Licensee under or in connection with this Agreement for the purpose of performing its obligations or exercising its rights under this Agreement. The Licensee may sub-license its rights under this clause 11.3 to its Subcontractors, but only to the extent necessary for that Subcontractor to perform the Activities or provide the Outputs in accordance with this Agreement.

11.4 Wall-IS

The Recipient must not (and will ensure its Personnel does not) copy, reverse engineer, rent, decompile or attempt to circumvent any security measures on Wall-IS or any part of it.

11.5 Know How

Notwithstanding any other provision of this Agreement, MPI and the Recipient will not be prevented or restricted by this Agreement from using any technique, idea, concept or know-how relating to this Agreement.

12. Third party rights

12.1 Third Party Claim

If a third party claims that a party (the **Infringing Party**) has infringed that third party's Intellectual Property Rights, other rights of that third party or the law (**Third Party Claim**), then:

(a) the other party will allow the Infringing Party to control settlement or defence of the Third Party Claim. The Infringing Party will consult with the other party on the settlement or defence of the Third Party Claim;

(b) at the Infringing Party's cost and reasonable request, the other party will co-operate with the Infringing Party in the defence and any related settlement negotiations concerning any Third Party Claim; and

(c) the other party will not enter into any settlement, negotiation or compromise with the third party without the Infringing Party's written consent (not to be unreasonably withheld).

13. Conflicts of interest

13.1 Avoiding conflicts

Each party must maintain a high standard of honesty and integrity at all times in the performance of this Agreement and must use all reasonable endeavours to avoid any actual or perceived conflict of interest, being:

(a) a situation which might create an actual or perceived conflict of interest, or compromise the Recipient's or MPI's integrity; and/or

(b) any financial or other interest or undertaking that might interfere with or compromise the performance of the other party's obligations under this Agreement, or the integrity or standing of either party.

13.2 Notifying conflicts

Each party must advise the other party in writing of any actual or perceived conflict of interest that might arise in the performance of its obligations under, or in connection with, this Agreement. Each party will assist the other party to manage, avoid or mitigate that conflict and follow any reasonable instructions (which may include stopping the performance of certain work) that the parties consider necessary or appropriate to manage the conflict of interest.

14. Audit

14.1 Audit

(a) As part of the public sector, each party acknowledges the need to ensure transparency and accountability in the use of public funds, and also the cost and resource involved in carrying out an audit. Accordingly, MPI will work with the Recipient to identify an appropriate audit frequency and scope but, as the funder, MPI must have default rights of audit that it can use at any stage.

(b) The Recipient must allow MPI and any auditor nominated by MPI to conduct an audit from time to time, for the purpose of:

(i) determining the level of compliance with this Agreement (including whether there has been a breach of this Agreement) by the Recipient and/or its Personnel;

(ii) determining whether Activities invoiced for or by the Recipient have been performed and invoiced according to this Agreement; and/or

(iii) assisting in resolving a matter in dispute between the parties.

(c) The Recipient will (and will ensure that each of its Personnel will) provide reasonable access and assistance to MPI (or an auditor appointed by MPI) in relation to an audit conducted under this clause 14.1 of this Part B.

(d) In conducting an audit, MPI must:

(i) give the Recipient reasonable notice of the audit, which in any event does not need to be more than 5 Business Days; and

(ii) comply with the Recipient's reasonable security requirements.

(e) The Recipient may use the Funding for the reasonable costs of any audit unless a material non-compliance or charging error with this Agreement is discovered through the audit, in which case, the Recipient must reimburse MPI for the amount of any Funding that has been used to pay for the costs of the audit.

(f) MPI will promptly notify the Recipient of the draft and final results of any audit conducted under this clause 14.1 of this Part B.

15. Dispute resolution

15.1 Negotiation

Both parties will endeavour to resolve any dispute that may arise under or in connection with this Agreement through negotiation.

15.2 Escalation

If the parties are unable to resolve a dispute by negotiation within 10 Business Days after the dispute was first notified in writing by one party to the other (**Dispute Notice**), and either party gives written notice to the other, then:

(a) the dispute will be referred for resolution by their respective senior responsible officers with oversight of this Agreement; and

(b) if the dispute cannot be settled by the senior responsible officers within 20 Business Days of delivery of the Dispute Notice, the dispute will be referred for resolution by their respective Chief Executives.

15.3 Mediation

Subject to clause 15.4 of this Part B, if a dispute cannot be settled within 30 Business Days of delivery of the Dispute Notice under clause 15.2 of this Part B (or such other timeframe agreed in writing by the parties), the dispute may be referred by either party to non-binding mediation in which case:

(a) the parties agree to the mediation, which will be held in Wellington, New Zealand;

(b) the mediation will be mediated by a sole mediator agreed in writing by the parties; or

(c) if the parties cannot agree on a mediator within 10 Business Days of either party referring the dispute to mediation, either party may request the President of the New Zealand Law Society to appoint a suitably qualified independent mediator.

15.4 Right to seek relief

This clause 15 of this Part B does not affect either party's right to seek urgent interlocutory and/or injunctive relief from any New Zealand Court of competent jurisdiction.

16. Liability

16.1 Maximum liability

Without limiting clauses 16.2 and 16.3 of this Part B, the maximum aggregate liability, whether in contract, tort (including for negligence), breach of statutory duty or otherwise, of one party to the other party under or in connection with this Agreement is limited to the total amount of Funding paid by MPI under this Agreement.

16.2 Exclusions

(a) Neither party is liable for any indirect or consequential loss or damage arising under or in connection with this Agreement, even if foreseeable and even if advised of the possibility of such loss or damages.

(b) The Recipient will not be liable under this Agreement to the extent the Recipient's breach of this Agreement is a direct and unavoidable result of MPI's express written instruction (given knowingly).

(c) Notwithstanding any other clause in this Agreement, this clause 16 applies only to the extent permitted by law.

16.3 Uncapped liability

Clauses 16.1 and 16.2 of this Part B will not limit either party's liability under or in connection with this Agreement:

(a) for damage to the other's or a third party's physical property;

(b) for personal injury or death;

(c) for fraud or wilful default; or

(d) an obligation to pay any amount due and owing under this Agreement.

16.4 Mitigation

Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with this Agreement.

17. Force Majeure

(a) Where either MPI or the Recipient (the **Affected Party**) is unable to carry out its obligations in accordance with this Agreement due to a Force Majeure Event, and:

(i) the Affected Party gives the other party immediate written notice of the nature, the expected duration of, and the obligation affected by, the Force Majeure Event;

(ii) the Affected Party gives regular updates of the expected duration of and effects of the Force Majeure Event; and

(iii) the Affected Party uses all reasonable endeavours to:

(A) mitigate the effects of the Force Majeure Event on the Affected Party's obligations under this Agreement; and

(B) perform the Affected Party's obligations under this Agreement despite the Force Majeure Event,

that obligation is suspended for so long as, and to the extent that, the Affected Party is affected by the Force Majeure Event.

(b) If the Recipient's obligation is relieved under this clause 17 of Part B, MPI will not be obliged to provide Funding for the Activities that have not been provided in accordance with this Agreement due to the Force Majeure Event.

18. Insurance

For the Term of this Agreement, and for at least three years after the Term of this Agreement, the Recipient must effect and maintain adequate insurance to cover standard commercial risks, including professional indemnity, public liability and property damage (including fire) with sufficient coverage to cover its obligations under this Agreement. The Recipient must, upon the request of MPI, provide MPI with evidence of its compliance with this clause 18 of Part B.

19. Term and termination

19.1 Term

This Agreement commences on the Start Date and continues until the End Date unless extended or terminated earlier in accordance with its terms including under clause 6.2 of Part A.

19.2 Termination for default

Either party may immediately terminate this Agreement, by written notice to the other party, if the other party breaches any material provision of this Agreement and the breach is not remedied within 20 Business Days of the receipt of written notice from the first party requiring the other to remedy the breach.

19.3 Effects of expiry or termination

(a) Termination of this Agreement is without prejudice to other rights and obligations of the parties accrued up to and including the date of termination.

(b) On expiry or termination of this Agreement:

(i) MPI may require the Recipient to provide evidence of how the Funding has been spent; and

(ii) any Funding that has not yet been distributed by MPI will not be distributed to the Recipient.

19.4 Survival clauses

Clauses 6.8, 8.2, 8.3, 9, 10.1(e), 11, 12, 14, 15, 16, 17, 18, 19, 20 and 21 of Part B any other clauses that expressly or by necessary implication survive this Agreement, continue after expiry or termination of this Agreement or part of it.

20. Notices

(a) Any notice or other communication under this Agreement will be deemed to be validly given if in writing and delivered by hand, registered mail, national post or international post, or email (subject to the remainder of this clause 20) to the MPI Agreement Manager (for MPI) or Recipient Agreement Manager (for the Recipient).

(b) Any notice will be deemed to have been given on the date when actually delivered personally, by registered mail or following international posting, on the third Business Day following posting to a national address, and on the date that receipt of an emailed notice is acknowledged by the recipient personally (that is, not by any automatically generated email). However, if delivery occurs after 5:00 pm on a Business Day, it will be deemed delivered at 9.00 am on the next Business Day.

(c) The parties agree that no notice required or permitted to be given under clause 15 (Dispute resolution) or clause 19 (Term and termination) may be given by email alone.

21. General

(a) Subject to clause 21(b) of this Part B, neither party will assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld).

(b) MPI may assign, transfer or subcontract this Agreement or any rights or obligations under this Agreement to another public sector agency who has appropriation for the National Programme without the prior written consent of the Recipient.

(c) No third party is entitled to the benefit of, or to enforce, this Agreement.

(d) Each party will bear its own legal and other costs relating to the preparation and execution of this Agreement, unless agreed otherwise in writing.

(e) This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

(f) The provisions of this Agreement are severable. If any one provision is determined to be judicially unenforceable, the remaining provisions will continue to be binding and enforceable.

(g) This Agreement may be executed in any number of counterparts (including by executed, scanned or emailed copies) each of which will be deemed an original. Once each party has received a copy of the executed counterpart from the other party, each counterpart will be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

(h) This Agreement will be governed by, and construed in accordance with, the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in relation to this Agreement.

Execution

EXECUTED as an Agreement

Signed by The Sovereign in right of New Zealand acting by and through the Ministry of Primary Industries by:	Signed for and on behalf of Otago Regional Council by:
	
Signature	Signature
Stuart Anderson	Richard Saunders
Name	Name
Deputy Director-General Biosecurity New Zealand	Chief Executive
Title	Title
9 September 2024	25 September 2024
Date	Date

Schedule 1 – Definitions and Interpretation

1. Defined terms

1.1 Defined terms

In this document, unless the context requires otherwise, the following terms have the following meanings:

Activities means the activities performed or to be performed (and any outputs provided or to be provided) by or on behalf of Recipient under this Agreement, including the activities and outputs described in clause 3 of Part A, and any other activities that are necessarily or customarily provided as part of those activities and/or outputs.

Agreement means this services agreement, including Part A, Part B and this Schedule 1 and Schedule 2.

Agreement Manager means the person identified in clause 7 of Part A as a agreement manager for the relevant party, as that person may be replaced from time to time in accordance with this Agreement.

Background Material means any property, information, documentation or other material in any form:

(a) in existence prior to the Start Date; or

(b) developed outside the scope of this Agreement.

Business Day means any day, excluding Saturdays, Sundays and statutory public holidays in Wellington or Region(s) of the Recipient.

Start Date means the date this Agreement commences, as set out in clause 6.1 of Part A.

Confidential information means

(a) in the case of MPI, MPI Data; and

(b) in the case of both MPI and the Recipient, any other information obtained from the other party in the course of, or in connection with this Agreement that is marked confidential or ought to reasonably be considered to be confidential, regardless of value or importance.

End Date means the date this Agreement ends as set out in clause 6.1 of Part A, as may be extended in accordance with clause 6.1 of Part A.

Financial Year means the twelve months from 1 July to 30 June.

Force Majeure Event means, in relation to a party, an event or circumstance which is beyond the reasonable control of that party, but does not include any event or circumstance which could have been avoided, prevented or circumvented by that party taking reasonable steps, including ensuring business continuity by implementing an appropriate disaster recovery plan.

Funded Activity has the meaning set out in clause 3.1(a) of Part A.

Funding means the amounts paid or payable to the Recipient by MPI under this Agreement.

Governance Group means the group which governs the National Programme, whose members are MPI (**Chair**), Land Information New Zealand (**LINZ**), New Zealand Defence Force (**NZDF**), Department of Conservation (**DOC**), and Local Government New Zealand (**LGNZ**).

GST means goods and services tax chargeable under the GST Act.

GST Act means the Goods and Services Tax Act 1985.

Health and Safety Management Plan or HSMP has the meaning given to it in the definition of Health and Safety Management Plan in clause 1.1 of Schedule 2 (Health and Safety Terms).

HSWA means the Health and Safety at Work Act 2015.

In Kind Contributions means funds, labour, or materials donated by other stakeholders or interested groups.

Intellectual Property Rights includes copyright, and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, Confidential Information, know-how, trade secrets, computer program codes and all other proprietary rights, whether registered or unregistered, and all equivalent rights and forms of protection anywhere in the world, together with all rights, interests or licences in or to any of the foregoing.

Management Unit or **MU** means an area designated by MPI as a management unit as set out in Wall-IS, or as otherwise notified by MPI, and has a fixed name, number and boundary (area).

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

MPI Coordinator means the MPI coordinator, as notified by MPI to the Recipient and may be replaced from time to time.

MPI Data means:

(a) any data owned, held, used or created by MPI, and provided to the Recipient;

(b) any data processed by the Recipient as a direct result of this Agreement; and

(c) all records, data and other information (other than software object code) provided or made available to the Recipient by MPI.

MPI's Operations Lead means the MPI operations lead, as that person may be replaced from time to time in accordance with this Agreement.

National Programme means the national wallaby management programme, as described in Recital B of the Background.

New Material means any property, information, documentation or other material in any form created:

(a) by, for or on behalf of the Recipient;

(b) on or following the Start Date; and

(c) for the purpose of, or as a result of, performing its obligations under this Agreement.

Aotearoa New Zealand Wallaby Strategy means any strategy approved by the Governance Group for the National Programme.

Notifiable Event means a notifiable event within the meaning of section 25 of the HSWA, including but not limited to the following situations as a result of work:

(a) a death;

(b) a notifiable illness or injury; or

(c) a Notifiable Incident.

Notifiable Incident means a notifiable incident within the meaning of section 24 of the HWSA.

Operational Area or OA means part of the Management Unit designated as an operational area by MPI, as set out in Wall-IS, or as otherwise notified by MPI, and has a fixed name, number and boundary (area).

Outcomes has the meaning in clause 1(a) of Part A.

Output means all or any output of the Activities provided or to be provided by or on behalf of the Recipient under this Agreement, including the outputs described in clause 3 of Part A (as amended from time to time in accordance with this Agreement).

Part A means Part A of this Agreement.

Part B means Part B of this Agreement.

PCBU means a person conducting a business or undertaking within the meaning of section 17 of the HWSA. For the purposes of this Agreement, both MPI and the Recipient are PCBUs and are

required to consult, cooperate and coordinate their activities to meet their health and safety obligations to workers and others affected by the work in the provision of the Activities.

Personal Information has the meaning given to that term in section 2 of the Privacy Act 1993.

Personnel of any person, means all individuals directly or indirectly engaged by that person, including but not limited to directors, employees, contract staff, agents, consultants, specialists, support staff and co-opted or seconded staff and, in the case of the Recipient, includes its Subcontractors.

Privacy Laws means the Privacy Act 1993 (or any future replacement statue) and any other applicable legislation, principles, industry codes and policies.

Region(s) means the region(s) designated as a region(s) by MPI, as set out in Wall-IS which will include the regional boundaries of both the Recipient and Waikato Regional Council, or as otherwise notified by MPI, and has a fixed name, number and boundary (area).

Regional Coordination Group or **RCG** means the regional coordination group for the relevant Region(s), as described in row (b) of the table at clause 3.1 of Part A.

Significant Event has the meaning given to that term in clause 5 of Part B.

Start Date means the start date set out in clause 6.1 of Part A.

Subcontractor means:

(a) any person engaged by the Recipient to perform all or any part of the Activities or in respect of this Agreement; and

(b) any subcontractor of a person described in (a) of this definition.

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

Technical Liaison means the person identified in clause 7 of Part A as the technical liaison for the relevant party, as that person may be replaced from time to time in accordance with this Agreement.

Term has the meaning given in clause 19.1 of Part B.

Third Party Material means any property, information, documentation or other material in any form owned by a third party that is:

(a) included, embodied in or attached to the New Material; or

(b) used in undertaking the Activities.

Use means to use, copy, store, process, transfer, view, handle, modify, support and/or maintain.

Wall-IS means the 'Wallaby Information System' provided or made available by MPI.

Worker means an individual who carries out work for a PCBU within the meaning of section 19 of the HWSA.

2. Interpretation

In this Agreement, unless the context requires otherwise:

(a) the following order of precedence (in order of decreasing priority) applies to the documents forming part of, or incorporated into, this Agreement if any conflict or inconsistency arises:

  (i) Part B;

  (ii) Part A; and

  (iii) the Schedules;

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

(c) the singular includes the plural and vice versa;

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

(e) a reference to:

(i) a **party** to this Agreement includes that party's permitted assigns and successors;

(ii) **$** or **dollars** is a reference to New Zealand currency;

(iii) monetary amounts are the amounts stated before the addition of GST (if any);

(iv) **including** and similar words do not imply any limitation;

(v) a **person** includes:

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

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

(vi) a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations, as it may be amended or replaced from time to time;

(vii) a document includes references to that document as it may be amended or replaced from time to time;

(viii) this Agreement includes all attachments to this Agreement and any document incorporated into this Agreement by reference;

(ix) a clause is a reference to a clause in this Agreement;

(x) a Part or Schedule, are references to a part or schedule of this Agreement; and

(xi) a time means New Zealand standard time, as adjusted for daylights saving;

(f) subject to clause 20 of Part B, anything that this Agreement requires to be done in writing, may be done by email; and

(g) no rule of construction applies to the disadvantage of MPI on the basis that MPI put forward this Agreement or any part of it.

Schedule 2 – Health and Safety Terms

1 DEFINITIONS

1.1 In this Schedule, unless the context requires otherwise:

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

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

"Health and Safety Management Plan" means a plan provided by the Recipient and accepted by MPI, for the management of risks and hazards relating to the Recipient's delivery of Activities. A plan may be documented on a template supplied by MPI, or on the Recipient's own template. If not completed on MPI's template, then the plan must at a minimum include the following matters:

(a) The health and safety risk register, specific to the contracted work and its operational requirements, including:
   i. identified risks and mitigations, with Critical Risks to Health and Safety clearly identified
   ii. clearly assigned responsibilities for managing risks to health and safety, clearly showing where the work exposes Workers to Critical Risks to Health and Safety
   iii. evidence the Recipient has identified Critical Risks and has critical controls in place that are comparable to MPI's Critical Controls for management of Critical Risks to Health and Safety.

(b) Confirmation of how those risks and critical controls will be communicated to Workers.

(c) Clearly assigned health and safety roles & responsibilities for the Activities being delivered (the name of the person responsible or position titles).

(d) Details of regular meetings to discuss health and safety matters relating to the performance and delivery of the Activities.

(e) Details of regular (min. monthly) reporting on health and safety critical risk management, incidents (incl. near misses) and corrective actions.

(f) Required personal protective equipment and assigned responsibility for checking equipment.

(g) Any applicable standard operating procedures (step-by-step instructions on key tasks) in place and how workers access these.

(h) The name of any and all subcontractors and if applicable, volunteers, engaged to assist with the Activities (and how they will be managed by the Recipient, including how assurance will be provided to MPI that Critical Risks subcontractors and volunteers are exposed to the Recipient has identified Critical Risks and has critical controls in place that are comparable to MPI's Critical Controls for management of Critical Risks to Health and Safety).

(i) The health and safety induction process for Workers involved in the Agreement.

(j) Identification of required training and/or certification to carry deliver the Activities (and confirmation of who checks training and/or certification has been completed).

(k) Emergency procedures, specific to the contracted work and its location.

(l) Details on how the Recipient's health and safety performance will be monitored.

(m) The process identified by the Recipient and accepted by MPI for regular consultation, co-ordination and co-operation with MPI on health and safety matters, related to the Activities being delivered.

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

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

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

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

"MPI's Critical Controls for Health and Safety Critical Risks" means the document MPI's Critical Controls for Health and Safety Critical Risks.

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

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

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

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

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

2. COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION AND DIRECTIONS

2.1 During the Term each of MPI and the Recipient will:

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

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

i. Duties of a PCBU under ss36–43 of HSWA;

ii. Duties relating to the identification of risks and implementation of Control Measures under the HSW (GR&WM) Regulations 2016;

iii. Duties relating to the identification of hazards and implementation of Control Measures under the HSW (GR&WM) Regulations 2016;

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

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

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

3. HEALTH AND SAFETY RISK MANAGEMENT

3.1 During the Term the Recipient will**:**

(a) Maintain a general health and safety policy and practices that are appropriate to the nature of the Activities delivered.

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

(c) Identify, control, and regularly review all Critical Risks to Health and Safety, with controls commensurate to MPI's Critical Controls for Health and Safety Critical Risks.

(d) Provide suitable assurance to MPI that Critical Risks to Health and Safety in subcontracted activities are being appropriately identified, controlled, and reviewed. The subcontractors' controls for all Critical risks must be commensurate to MPI's Critical Controls for Health and Safety Critical Risks.

(e) Consider any concerns raised by MPI under clause 2.4 of this Schedule 2 and make changes to its health and safety documentation and procedures as it deems appropriate.

3.2 The Recipient will submit to MPI a draft Health and Safety Management Plan which includes the information required in the definition of Health and Safety Management Plan in clause 1.1 of this Schedule 2, identification of all health and safety risks arising from the contracted activities, outlining how the Recipient proposes to mitigate and manage these risks, and how assurance will be provided to MPI that the Critical Risks to Health and Safety are managed. The Health and Safety Management Plan will normally be provided before the commencement of the Activities. In exceptional circumstances (e.g. natural disaster, biosecurity response) the Health and Safety Management Plan can be provided within 10 Business Days after commencing the provision of the Activities. Incident reporting alone is not sufficient, and Critical Risks to Health and Safety must be clearly identified. The Recipient will recognise MPI's Critical Controls for Health and Safety Critical Risks and will either match these controls or show how their controls mitigate and manage the risks to a comparable level. MPI will have the opportunity to review and comment on the draft plan and offer suggestions to the Recipient.

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

3.4 Where a Health and Safety Management Plan is in place, the Recipient must comply, and ensure its Workers comply, with the plan at all times and in all circumstances. The Recipient must also review and if necessary, update the Health and Safety Management Plan. This may be a continual review process or at intervals no longer than every six (6) months, and

(a) Following any Notifiable Event; and/or

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

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

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

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

3.6 During the Term MPI may request any changes to Health and Safety Management Plan that MPI considers are reasonably necessary to manage any new or increased risks. Where new or increased costs would be

incurred by the requested change, the Recipient may seek a variation to the Agreement to cover those costs. If the change to the plan cannot be accepted by MPI, then MPI may exercise any of the options set out in clause 3.5 above.

4. **NOTIFYING EVENTS TO WORKSAFE NZ OR OTHER RELEVANT REGULATOR**

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

5. **REGULAR HEALTH AND SAFETY REPORTING TO MPI**

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

(a) Critical risk management and assurance

The Recipient must provide regular assurance that all Critical Risks to Health and Safety identified in the Health and Safety Management Plan are controlled to a comparable standard to MPI's Critical Controls for Health and Safety Critical risks. This assurance must include evidence that the controls have been confirmed to be in place and effective, including where operations have been subcontracted or undertaken by volunteers.

(b) Notifiable Events

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

(c) Contemporaneous reporting of High Actual or Potential Critical Risk incidents

The Recipient must report any High Actual or Potential Critical Risk Incident to MPI as soon as practicable.

High Actual or Potential Critical Risk Incidents must be reported contemporaneously to your Contract Manager via email or phone **and** via MPI's Safety and Wellbeing team via email address SafetyAndWellbeing@mpi.govt.nz. (Entering reports into Wall-IS includes an automated notification to SafetyAndWellbeing@mpi.govt.nz)

(d) Regular Health and Safety reporting

In addition to other reporting requirements, the Recipient must deliver a documented regular report to MPI at least every two months while the Activities are being delivered. The report will summarise how Health and Safety is being managed. The report must include:

i. The identity of the project, response, long-term programme or other piece of work the critical risk exposure and/or incident related to. Where this is not possible the Critical Risks and incidents will be classified generally (i.e. general laboratory incidents).

ii. Pro-active health and safety measures being implemented to continuously improve health and safety critical risk management.

iii. Corrective actions identified for each High Actual or Potential Critical Risk Incident, and whether these have been implemented, including any corrective actions taken as a result of any MPI or WorkSafe NZ audit or investigation, or any internal investigation resulting from a Notifiable Event.

iv. Any instances the Recipient becomes aware of where its Workers, in carrying out Activities, have not complied with the requirements of this Agreement or the HSWA in relation to health and safety, or have not complied with MPI's health and safety policy or practices, or those of the Recipient;

v. Current status of any injured Workers; and

vi. Any damaged property or environmental damage or pollution to the extent that it relates to a health or safety risk of the Activities.

The regular report must be delivered to the Contract Manager and MPI's Health, Safety and Wellbeing Directorate via email address SafetyandWellbeing@mpi.govt.nz at least every two months during the Term.

6. NON-COMPLIANCE AND CORRECTIVE ACTIONS

6.1 If MPI becomes aware of a breach of the HSWA Legislation or these health and safety clauses by the Recipient or its personnel or any of the Recipient's subcontractors in relation to the Activities, MPI may, in its reasonable discretion, require the Recipient to do any one or more of the following:

(a) Remedy any breach of the HSWA legislation or this Agreement;

(b) Suspend or terminate all or part of the Activities under this Agreement, until such time as the breach has been remedied and/or the health and safety risk eliminated or managed (and during any such period of suspension MPI is not required to make payment to the Recipient for the Activities);

(c) If the breach relates to the acts or omissions of a subcontractor of the Recipient, direct the Recipient to terminate or suspend the relevant subcontract;

(d) Make an amendment to the Health and Safety Management Plan to manage health and safety risks; and/or

(e) Refer the matter to dispute under clause 15 of Part B.

6.2 In the event that the Recipient fails to remedy a breach or take any other action required by MPI under clause 6.1 of this Schedule 2, MPI may terminate this Agreement under Part B of this Agreement. In this event, MPI's liability is limited to payment for Activities performed in accordance with this Agreement up to and including the date on which MPI gave notice of the action required to be taken.

7. **Subcontractors**

7.1 This clause applies in addition to any other clauses in this Agreement relating to subcontractors.

7.2 MPI may, at any time during the Term, require the Recipient to:

(a) Conduct a health and safety pre-qualification or assurance process for all, or any particular, subcontractors the Recipient proposes to use to deliver the Activities, ensuring that Critical Risks to Health and Safety are managed to the same or higher level as MPI's Critical Controls; and/or

(b) Submit a Health and Safety Management Plan, or amend an existing Health and Safety Management Plan, to address specific health and safety risks posed by the proposed use of the subcontractor.

7.3 The Recipient must ensure that prior to the delivery of Activities by any subcontractor, the subcontractor has been advised of, and complies with:

(a) The Recipient's management controls for Critical Risks to Health and Safety, where appropriate, comparable with MPI's Critical Controls for Health and Safety Critical Risks;

(b) The Recipient's health and safety policy and procedures;

(c) The Health and Safety Management Plan relevant to the Activities provided;

(d) Any specific site based health and safety issues in delivering the Activities; and

(e) Any health and safety directions given by MPI to the Recipient under clause 2.2 of this Schedule 2.

8. RECORDS

8.1 The Recipient must keep all records required under the HSWA (and promptly provide them on request to MPI).

8.2 In addition to any records required under HSWA, the Recipient must keep records (and provide them on request to MPI) of:

(a) Health and safety critical risk management, including assurance activities that provide clear evidence that Critical Risks to Health and Safety are adequately controlled by the Recipient and any and all subcontractors and volunteers at all times;

(b) Any health and safety incidents which have been investigated internally by the Recipient, or by WorkSafe NZ or other relevant regulator, relating to the Activities (and the outcome of such investigations);

(c) Health and safety due diligence processes, and any associated documents, relating to the health and safety compliance and performance of subcontractors used for the Activities.

9. HEALTH AND SAFETY AUDIT AND INSPECTION

9.1 MPI may, at any time during the Term:

(a) Require the Recipient to provide information or documentation in relation to any matter concerning the Recipient's health and safety performance or compliance in relation to the Activities, or relating to a health and safety incident or risk; or

(b) Carry out an audit of the Recipient's health and safety system as it relates to the Activities; or

(c) At any reasonable time during Business Hours, MPI may carry out a physical inspection of any place of work that the Recipient is using or intends to use in connection with the supply of the Activities to MPI.

9.7. Port and Marine Harbour Safety Code Report

Prepared for: Environmental Delivery Committee

Report No. GOV2564

Activity: Governance Report

Author: Steve Rushbrook - Harbourmaster

Endorsed by: Joanna Gilroy, General Manager Environmental Delivery

Date: 5 June 2025

PURPOSE

[1] The purpose of this report is to update the Committee on the Port and Harbour Marine Safety Code (PHMSC) external review, carried out in November 2024 and received in March 2025.

EXECUTIVE SUMMARY

[2] Under the Maritime Transport Act (MTA) 1994 the Otago Regional Council (ORC) takes the role of Harbour Authority for the Otago Harbour and waterways and has committed to monitoring and managing maritime risk in the region.

[3] The New Zealand Port and Harbour Marine Safety Code (PHMSC) provides guidance to port operators and Councils on recognised good practices required to safely manage marine activities in ports and harbours. An external review of Otago's Navigational Safety Management System is carried out every three years by a panel drawn from the maritime industry. Through this audit it was identified that the navigational safety management system for Port Otago Limited and Otago Regional Council is Code consistent at the time of the review in November 2024.

RECOMMENDATION

That the Committee:

1) ***Notes*** *this report.*

BACKGROUND AND DISCUSSION

[4] The New Zealand Port and Harbour Marine Safety Code (PHMSC) provides guidance to port operators and councils on recognised good practices required to safely manage marine activities in ports and harbours. An external review of Otago's Navigational Safety Management System is carried out every three years by a panel drawn from the maritime industry. Through the interim periods an internal self-assessment is carried out, in conjunction with Port Otago, on a yearly basis and reported to the PHMSC working group.

[5] Following the appointment of a Harbourmaster back in 2017, compliance with the PHMSC has been developed and improved yearly. Initial compliance was gained in 2018, and development of our navigational safety management system has been at the core of this process. The latest review was carried out in November 2024, when a panel of three visited Dunedin and spent two days onsite with the ORC Harbourmaster and Port Otago Marine teams.

[6] The review panel looked at documentation that supports the Safety Management System (SMS) prior to the visit in November 2024. They focused on the relationship between the Harbourmaster team and Port Teams and how both teams are supported and funded by the respective organisations. Navigational Risk Assessment, Aids to Navigation, Incident Management, SMS documentation, Anchorage Management, SMS Monitoring and Management, Pilotage and Towage, Navigational Bylaws, Harbourmaster Arrangements and support for the code were all looked at in detail.

[7] A small number of areas for improvement were identified, all of which staff have either amended, or will work on in advance of the next internal review. These key areas include:

a. Clarity on the process and decision process for identifying who is the lead agency for emergency response.
b. The schedule and completion of coordinated emergency response exercises for high-risk scenarios.
c. Resourcing harbourmaster activities, due to the large area covered.
d. Succession and legacy planning for key individuals and recording institutional knowledge mechanisms

[8] The final report, as attached, was received 28 March 2025.

[9] Recommendations will be incorporated into the work programme for 2025-2026.

OPTIONS

[10] As this is a noting report, there are no options.

CONSIDERATIONS

Strategic Framework and Policy Considerations

[11] There are no policy considerations.

Financial Considerations

[12] There are no financial considerations.

Significance and Engagement

[13] As this is a report for noting consideration of the Significance and Engagement Policy is not required.

Legislative and Risk Considerations

[14] There are both legal and reputational risks associated with Council not appropriately carrying out its Harbourmaster functions and duties appropriately.

Climate Change Considerations

[15] There are no climate change factors relevant to this paper.

Communications Considerations

[16] Communication with the Otago community occurs on a regular basis to educate and inform people on navigational safety matters.

NEXT STEPS

[17] Recommendations will be assessed and included in work plans.

[18] PHMSC self-assessment with happen yearly and our next external review is due within four years.

ATTACHMENTS

1. SMS Review Panel Report Otago Nov 24 [**9.8.1** - 21 pages]
2. 2025-03-28 Letter of confirmation Otago SMS review 2024 [**9.8.2** - 2 pages]

PORT & HARBOUR
Marine Safety Code
NEW ZEALAND

Safety Management Systems Review

	A review of the SMS in accordance with the NZ Port & Harbour Marine Safety Code
Location **Port operator and regional council** **(please make clear if SMS review is for port company and/or regional council)**	Otago Port Otago (PO) and Otago Regional Council(ORC) The Safety Management System (SMS) review covers both organisations.
Date of review	19th and 20th of November 2024
Purpose	A peer panel representing the 3 partner sectors to the Code provide an independent assessment of the Safety Management System (SMS) and risk assessments for good navigation practice and consistency with Code
Objective	To confirm that the SMS of Port of Otago and Otago Regional Council meets the requirements of the Code, namely, that : ➢ The arrangements, measures, procedures and processes in the SMS are effective to manage the risks, and reflect best practice ➢ The SMS is underscored by effective working relationships ➢ There is evidence of ownership and commitment to the SMS at all levels of the regional council and port company
Panel members	Peer review panel members • Matt Newbold (Marine Manager Port Marlborough) (MN) • Chris Bredenbeck (Regional Harbourmaster Waikato) (CB) • Kent Smith (Manager Maritime Inspections Team) (KS) • Paul Barrett, Maritime New Zealand PHMSC Peer Review Panel Advisor. (PB)
Present	Otago Review Key Contacts • Grant Bicknell (General Manger Marine and Infrastructure) (GB) • Steve Rushbrook (Harbourmaster) (SR) Port of Otago representatives (POL) • Kevin Winders (Chief Executive) Otago Regional Council representatives (ORC)

	• Richard Saunders (Chief Executive) • Pete Dryden (Deputy Harbourmaster)	
Others contacted	N/A	
Documents reviewed	Pre site visit	See appendix 1
	During site visit	See appendix 2
Overview of process	The review panel meet for a planning meeting on the 15th of October 2024 The second meeting was held on the 5th of November 2024 to discuss the teams desktop review of the information provided. A request for information was sent to the reviewees on the 7th November 2024. A third meeting was held on the 12th November 2024 to plan the site visit and agenda. The team designated Subject Matter Experts (SME) for the peer review SMS topic areas for the interviews and documentation review. The review panel travelled to Otago for the review which was completed on the 19th and 20th of November 2024. A meeting of the review panel to discuss the findings occurred on the 3rd of December 2024 A call and interview with Richard Saunders occurred on the 6th December 2024 The review on the 19th of November started with a familirisation trip of the harbour from the T&U wharf around the harbour and through to Port Chalmers (Via Tug). This was seen as a very useful exercise to set the scene for the review help to clarify boundaries, the context of the harbour for the peer review team and the relationships with stakeholders. The layout of the port, the infrastructure and land ownership were discussed and clarified. The review then commenced with an opening meeting at the Port Otago Head Office in Port Chalmers with POL and ORC representatives. Both POL and ORC were available for the bulk of the review including the first part of the review which focussed on those elements of the system that require input from each organisation and to look at the collaborative nature of the systems and risk management. The Chief Executives for POL and ORC were not available initially however they made themselves available for the review and provided information from an executive level of organisations around commitment to the code, organisational structures, stakeholders, communication and resourcing. The review continued on the 20th November with a visit to the Harbourmasters offices and storage in Halsey Street, the ORC HMO specific activities and equipment were reviewed and discussed.	

	The team then travelled to the POL Head office to continue the review with POL and ORC representatives present (GB & SR). A closing meeting was held in the afternoon of the second day The closing remarks included thanking the 2 organisations for their openness and input and allowing the review team un-restricted access to ask questions, see what they do, how they do it and by providing the information in an open manner. Paul thanked the panel for traveling and technical input into the review and for the future input to tidy the report. The Panel appreciated that both organisations have very good system frameworks and the collaboration and interaction between the parties is obvious The organisations were given very general feedback as the full details and findings were to be included in this report. The Code Working and Steering groups have set in place a protocol where the Code consistency decision is given once the report is finished and signed off by all parties. The organisations provided open access to the sites, systems and personnel. The participation by the Chief Executives (as outlined above) for the discussion on Context, Commitment to the Code and the Structures and working arrangements was valuable and provided the panel with confidence that the organisations commitment to the Code is active.
Previous reviews **(Brief statement on date of previous review, findings/ areas for improvement noted at that time)**	The last NZ Port and Harbour Marine Safety Code review for the Port was completed on 12/5/2021 The findings included • The Port of Otago and Otago Regional Council Safety Management Systems were code consistent. • The relationship between both parties showed continuous growth • The pressures of increasing ship sizes was recognised • The port was seen as one of New Zealand's most complicated pilotages and is managed in part by operating limits • SOP and risk assessments were viewed as comprehensive. Areas for improvement included • Risk assessment complication and the need for new software. • POL asset management required an update to include the climate adaptation plan. • PEC process improvements including defining responsibilities and the training proficiency program needed to be reviewed and resubmitted to MNZ. • Document control and management could be improved.

	• Review of third party services and management could be improved including the example of line handling. • Management of dangerous goods • Operational support from Maritime New Zealand could be improved by MNZ sharing notifications of maritime incidents in the area. The last joint self-assessments of the safety management system were completed on the 24th/7/2024 and 30th/05/2024 The 2024 self-assessment outlined the organisations were confident that the SMS and related systems such as the joint risk assessments provide suitable risk identification and these lead into management strategies to manage known, new and emerging risks. The self-assessment outcomes identified that the past reviews findings had been addressed and the review indicated that the SMS and Joint risk assessments were Code consistent. The items identified for future innovation and improvement included • Port Otago using the MPOSA software to analyse PPU data and adding AIS data • Hazman II being used as a joint risk assessment tool • Navigation channel lighting • In house hydrographic surveys • Training for the HM team It was identified that MNZ could assist the investigation of potentially high level incidents by being involved earlier.
During the planning phase what areas/issues were identified, and why, for further enquiry	The following items were identified by the peer review team after reading the documentation provided. These were seen as important review topics and items to look at as the information wasn't clear from the desktop review and needed clarification. (RFI) = Request for information and (AOI) = Area of interest to discuss during the onsite review POL = Port ORC = Otago Regional Council (Harbourmaster) C = Combined • Information on Pilotage, SOP, Record keeping, Training, examinations and peer reviews. (RFI) C • Hydrography i.e. the activity and what triggers a process for updating hydrography and requests to LINZ (AOI) C • Emergency response procedures, emergency response exercises details i.e. what exercises have been completed and what were the outcomes (RFI) C • Whole of company organisation charts (RFI)

	• Competency Matrix for Marine Team (RFI) and (AOI) POL
	• Vessel and fleet management, Maintenance Management Policy (RFI) and (AOI) POL
	• Access to the maintenance management program including a report for the past 12-months which details:
	  • PMs scheduled,
	  • PMs completed,
	  • Breakdown maintenance jobs raised,
	  • Breakdown maintenance jobs completed,
	  • Outstanding/overdue job list.
	• Management of change policy and examples (RFI) process (AOI) C

Findings	**Acknowledgement** 1) The panel would like to acknowledge the Otago Regional Council and Port of Otago in participating in the review in an open and collaborative manner. Both organisations provided access to key personnel and candid and fulsome responses and this ensured the review ran smoothly and each of the key Code topics were covered and discussed. The close relationship between the Port and the Harbourmaster was evident and it was refreshing to see the interaction between the Harbourmasters Office and the Ports Otago Harbour Control team and the familiarity and relationship that showed. **Port and Harbour Context** 2) The scope of the Otago PHMSC review involved the Otago Harbourmasters and Otago Port. The Otago Harbour entrance lies between Heyward Point and Taiaroa Head. The harbour channel extends 5 nautical miles to Port Chalmers, then a further 7 nautical miles to the city of Dunedin. Port Otago is owned by Otago Regional Council, the Port has Container operations and bulk cargo operations including, Logs, oil, fish, cement, LPG and fertiliser. Otago Port includes Dunedin Bulk Port and Port Chalmers. The Bulk Port operations include log storage and export, warehousing and cool stores that support the fishing industry. Port Chalmers operations include a container terminal, with refrigerated containers, warehousing and a Cruise ships terminal. The harbour between Port Chalmers and the inner bulk port is defined by a narrow channel between Goat Island / Rakiriri and Quarantine Island / Kamau Taurua. The Otago Regional Council regulates the Port and Harbour. The Harbourmaster office is located at Halsey Street near the bulk terminals.

	The code application assessment for Otago Harbour and scope for the review is defined as, including all tidal waters of the harbour and the approaches to the harbour contained within the Otago Harbour Limit shown on Marine Charts NZ 661 and NZ6612. 3) The Port and Harbour context was discussed at various times during the review including the opening meeting, a discussion with Kevin Winders Chief Executive (POL) on the first day of the review and a team's call on the 6th December 2024 with Richard Saunders Chief Executive (ORC). There is a Port Liaison committee that meet with the Council 4 times per year and the Chief Executives of ORC and POL meet monthly. POL, The reporting lines between Grant Bicknell and Kevin Winders and the structures and culture of the organisations allows for open communication. The organisation restructured a few years ago (2017) and this allowed for a focus on resourcing the team and having a customer and stakeholder focus. Stakeholders include Council, IWI and Shipping lines. The organisation has undertaken a materiality survey to review impacts and stakeholders this is reported to the board and assists with driving strategy. The Board of Directors for the Port have a governance function, the Board meet monthly and there is a direct line from the leadership team to the Board with reporting and safety leadership observations. There are specific roles in the organisation that cover Audit, Risk and Health and Safety management. A number of the directors (2-3) attend health and safety meetings. ORC, The reporting lines for Steve Rushbrook were explained, Joanna Gilroy the GM Environmental Delivery is his Manager and as explained by Richard Saunders during his interview that the executive management team which includes Joanna is actively involved in the Harbourmaster operations and the Port. Steve's reporting features a 2 weekly management meeting and monthly reporting (called Opal reporting) to the executive leadership team. There is a quarterly report to council as part of the environmental implementation team. There is also an annual report on the Harbourmaster function. The Harbourmaster team of 3 include Pete Dryden (Deputy Harbourmaster) who has been with the HMO for 7 years and Jenifer Bolstad (Harbourmaster support co-ordinator) The collaboration between the Port and Harbourmaster is further reinforced by the Port Funding simulator training trips and open access to the port, harbour control and pilots. **Overall summary of findings** 4) The Peer review panel found That the Otago Harbourmaster office and Otago port company have a very close and collaborative relationship. The individual organisations safety management systems provide confidence that the systems in place are managing Navigation Safety Risk in an active manner.

	It is helpful that both organisations are owned and run by the Otago Regional Council There is a Port Liaison committee that meet with the Council 4 times per year and the Chief Executives of ORC and POL meet monthly. Both organisations commitment to the code is defined in its documented systems, the memorandum of understanding (7th Oct 2024) between POL and ORC section 2.4 defines that the parties wish to give effect to the P&HSC and section 4.1 outlines that the Parties are committed to achieving the safety management objectives of the New Zealand Port and Harbour Marine Safety Code. The MOU also commits the organisations to Joint reviews of incidents an annual review of the harbour safety system and review of changes in the commercial users of the harbour. The organisations have a joint Harbour Safety Policy The organisations run the Otago Harbour Safety Committee with representatives from POL and ORC HMO to ensure the SMS and Navigation Safety is discussed on a regular basis The organisations run the Navigation Safety risk assessments as a joint exercise and have access to the HAZMAN II software for the harbour specific risks and controls this was updated on the 23rd of October 2024. The HAZMAN system is also used for any Navigation Safety related incident reporting and the public also have access via the ORC web pages. The organisations also include other stakeholders in the risk reviews including pilots, tug operators and commercial shipping operators. **ORC** 5) The Otago Harbourmasters have high level of communication and access to port operations, the collegial relationship between the Harbour Control and Steve was observed during the audit and it was discussed that a similar level of communication between the harbourmaster and the Pilots was in place. This was seen as a strength and the ability for direct communication without the need to go through gatekeepers will ensure quicker response to any emerging risks. ORC commitment to the code is defined in the organisations Long Term Planning and Levels of service statements where is states that its performance measure is to maintain compliance with Port and Harbour Marine Safety Code. ORC Senior management confirmed the organisations commitment to the code and this is shown by ongoing resourcing and has supported the Harbourmaster office to grow to 3 and providing 2 vessels and purchasing HAZMAN II risk assessment tool to assist with their work. The HMO SMS is updated regularly and there is clear reporting structures in place to ensure that the ORC is clear on the Harbourmasters activities, any incidents that have occurred and requirements to help manage the risks. The reports are discussed at the council table. The latest version of the SMS (1st Oct 2024) is supported by a Otago Safety Plan document which helps clarify the organisations systems and how

	they meet the intent of the code, this was a helpful document to assist the review. **POL** 6) The Port Company have a close relationship with the harbourmaster office and allow access and direct communication between the Harbourmaster and Harbour Control and Pilots. The reporting lines within POL allow for open communication and the organisation reports that it has a customer and stakeholder focus which includes the Council. The Board of directors as part of their governance function have a close relationship with the leadership team and undertake safety observations and attend Health and Safety meetings. POL senior management outlined that the commitment to the Code and Navigation safety was shown by ensuring the right safety systems and positive engagement are in place and being able to get vessels in and out of the harbour safely. The Port SMS system is documented as an exposition (4th Sept 2024) and its stated aims include working safely as part of the culture of the organisation. The manual has a specific section on how the POL and ORC HMO work together to achieve harbour safety. POL Use Damstra (Vault for recording all incidents that occur and use this for managing corrective actions from incident investigations and audits. Any incidents identified that have a Navigation Safety component are entered into the HAZMAN II software for joint evaluation and review of controls. The exposition also contains a table in section 8 a Port and Harbour Safety Code compliance Matrix which outlines the specific requirements of the code, code reference numbers, the details of whom is responsible and the POL systems reference to where the information on how it is covered is documented. The Port is an active partner in the relationship with the Harbourmaster, including assisting with simulator training **Commitment to code Consistent SMS and Continuous Improvement** 7) Both organisations have a stated Commitment to the Code in the Safety management Systems and the memorandum of understanding (7th Oct 2024) between POL and ORC section 2.4 defines that the parties wish to give effect to the P&HSC and section 4.1 outlines that the Parties are committed to achieving the safety management objectives of the New Zealand Port and Harbour Marine Safety Code. The MOU also commits the organisations to Joint reviews of incidents an annual review of the harbour safety system and review of changes in the commercial users of the harbour. This was discussed with and further outlined by the chief executives of both organisations. 8) POL, Kevin Winders outlined that the commitment to the Code and Navigation safety was shown by ensuring the right safety systems and positive engagement are in place and being able to get vessels in and

	out of the harbour safely. The benefit of the code is that this is an independent verification that the right systems are in place and it offers the advantage of Learning from others. Reporting to the board and having board involvement in discussions on risk and risk appetite for the business was seen as critical to Health and Safety management and innovation. The board have free access to the Port and attend health and safety meetings and are actively involved. 9) ORC, Richard Saunders discussed commitment to the code and what navigation safety and the port operations mean for the success of Dunedin and that if the region wasn't operating a safe port this would have far reaching consequences. As the ORC is a 100% shareholder of the Port and runs the Harbourmaster function then ORC understands its role in ensuring that both organisations are supported. The HMO has a good level of communication and undertakes risk assessment and reporting of any incidents, the incidents are discussed at the council table and there are specific levels of service outlined in the Council long Term plan that are reported on and measured. ORC has focussed on resources and building the Harbourmasters team to 3, investing in a second boat and in HAZMAN software are examples of this. ORC are not afraid to make investments when it is needed. The organisation has been focussing on communication in relation to navigation safety and trying to reach more people with the safety message. Orc-ap-2023-24 levels of service document outlines the commitment to the code with its statement Level of Service: *Develop and maintain robust regulations and procedures to enable safe use and navigation of our region's ports, harbours, coastal areas and inland waterways.* *Promote and encourage safe use of ports, harbours, coastal areas and inland waterways and take appropriate action in response to non-compliance and incidents.* Performance measures include • Maintain compliance with Port and Harbour Marine Safety Code. • Major incidents on Otago's harbours and waterways response capability • On water engagement, education of recreational users and safety campaigns. **SMS documentation** 10) The Port and Harbourmaster have a Joint Safety Policy and an annual review process to ensure that both the Port and Harbourmaster Safety Management Systems are aligned in the areas of common interest and responsibility. 11) The ORC HMO SMS is documented in the Harbourmaster Safety Management System (01/10/2024) and further defined in the Otago

	Harbour Safety Plan (not dated) these documents outline a specific commitment to the code and outline how the organisations systems meet the intent of the code and outline the elements of the SMS including the Maritime safety regulatory framework and roles and responsibilities. The documentation references the MOU between POL and ORC. The Health and Safety and other Policy's for example, Hydrographic Survey and AtoNs are also defined. The harbour risk assessment, harbour safety plans and standard operating procedures are outlined and how they assist navigation safety. The Plan outlines the function of the Otago Harbour Safety Committee where representatives of the Port and Harbourmaster teams meet to discuss Navigation safety risks and controls and the function of the committee is outlined in the MOU Section 5.0 Safety Committee. OBS: During the review the Otago Harbour Safety Plan, was viewed, this document could be improved by adding a date or a consistent version number in the document heading and footer. This would assist in ensuring that any changes and versions are tracked. AFI: During the review the Otago Harbour Safety Plan, was viewed, the peer review team thought that section 11 Change management process could be improved by adding detail on how the decision is made on who to include and consult with when changes are made. OBS: During the document review the hm-otago-harbour-safety-management-system-phmsc-overview-oct-2024 was viewed, the document mentions the harbourmaster and also the harbourmasters group. It was discussed during the review that the wording was interchangeable and could be changed to harbourmasters for clarity. 12) POL, The Port SMS is documented as an exposition (rev 4 September 2024). The exposition originally documented by Navigatus consulting has been through 4 reviews since being documented in 2017. The stated aims of the document are "*is to make safety, and working safely, part of the culture of the organisation*" section 2 of the manual outlines how POL and ORC work together for harbour safety and references the same overall Otago Harbour SMS concept diagram as appears in the HMO SMS Plan. The organisations have a joint Harbour safety policy and the exposition also references the MOU between the organisations OBS: During the review of the POL Exposition the document sates that Sean Bolt is the identified responsible person for the POL Maritime SMS, this has changed to Grant Bicknell and should be updated. POL systems are stored in a promapp document control system The exposition also contains a table in section 8 a Port and Harbour Safety Code compliance Matrix which outlines the specific requirements of the code, code reference numbers, the details of whom is responsible and the POL systems reference to where the information on how it is covered is documented. The SMS documentation for both organisations outline how closely linked the systems are with a Joint Health and Safety Policy, risk assessment, safety committee and change management.

	Risk Assessment and Management 13) The Navigation Safety Risk management is undertaken as a joint exercise. The risk assessment was updated on the 23rd of October 2024 The original risk assessment was undertaken by Navigatus ORC run HAZMAN II software for the harbour safety assessment, this is specific to harbour operations although line handling and harbour radio are included as part of the risk assessment and stated controls. The Safety Committee made up of the Harbourmaster and General Manager Marine and Infrastructure perform a review of the joint harbour risks assessment annually this includes looking at incident data and identified risks from the year and using this to adjust the risks rating or controls required. The committee has also recently included relevant stakeholders as required such as Pilots, Tug and Commercial operators to assist in understanding the risks from an operational level. The Hazman system has 66 risks identified and the controls are recorded for each, grounding is identified as the high end risk. The review includes looking at the available data such as PPU, Incidents that have been recorded in the Hazman and Damstra systems and data from outside the region The example discussed on how inclusion of incident data works was exemplified by the Molly Manx grounding 19/8/2016 whereby this triggered the need to adjust the risk and upgrade the controls including clarifying passage plans and communication between the vessel bridge teams and the pilots. **Incident Management** 14) ORC have a landing page on the organisations intranet for reporting any maritime incidents the link (https://go.hazman.org/incident) and reporting form ask specific questions on the type of incident, date, location, weather, sea state, vessel information and cargo damage details. The tool allows the uploading of photos and a record of the immediate actions taken. The tool asks questions on the impact to the environment and records the details for the people involved to allow follow-up. The reports are feed directly into the Hazman software. The procedural elements of the ORC HMO are outlined in its 01 Emergency response procedure, 02 Incident response and 03 incident investigation procedures. 15) POL use Damstra (Vault) for all incidents that occur in Port (onshore and offshore) The items that have a navigation safety risk component are added into the HAZMAN software so that they can be used for the risk reviews. The recent reviews have also included other stakeholders such as pilots, tug operators and commercial shipping, this adds to the effectiveness of the reviews and risk management.

	The system has 3.5 years of data, it is thought that 5-10 years of data is needed for the system to develop fully. POL use Damstra (Vault) as their tool for internal reporting and have a power bi link for a reporting data dashboard. There is a leadership meeting every week and if there are any incidents these are discussed. There also a review of any outstanding items in the Health and Safety space every fortnight to ensure any identified actions required are completed. The incidents when entered into Damstra e-mail out a notification to the responsible individuals, corrective actions are assigned and there are regular follow-ups to ensure that items are closed in a timely manner. Port Otago have a landing page on their intranet that allows direct reporting into the Damstra system, the timeframes and responsibilities for the response to the events are defined by the level of incident. The investigation and close out actions are tracked by the power bi app. During the review it was discussed if the Port having 2 recording system causes any problems, it was outlined that all of the incidents on the port are recorded in Damstra and any that have a navigation safety component are duplicated in the HAZMAN system for inclusion in the navigation safety risk assessments and development of joint controls. The review of the risk assessments including discussion on the development of controls are a joint exercise undertaken annually and as discussed above relevant operational staff are included as required. The development of critical controls is part of the meetings and this includes inputs from port industry knowledge and external events that have occurred, PPU data and incident investigation outcomes. The HAZMAN system has access to global control information and investigation tools such as bow tie analysis is also used to look at root causes to target the controls more effectively. AFI: During the peer review a discussion was had on risk assessment and the identification of controls, it was identified that the Harbourmaster thought that the bylaw at its next review could define that AIS would be useful for medium sized vessels, this is to be encouraged. AFI: During the review of the procedures and process used for the management of incidence investigation the Peer review team identified that the organisations could clarify how it is decided and who makes the decision on who will be the lead agency for incident investigations. The current list includes the Transport Accident investigation commission, New Zealand Police, Maritime New Zealand, The Harbourmasters or The Port Company. **AtoN** 16) Under the MoU between ORC and POL, POL is responsible for the provision and maintenance of AtoN for the safe operation of the Commercial Areas of Otago Harbour. The management of these AtoN are defined in the port maintenance management systems and details recorded in its Promapp system. POL has a SharePoint list of the AtoNs in place, and the HMO has an asset dashboard and field maps GIS with the AtoNs defined.

	There is currently no remote monitoring, the Port has an electrician that tests and repairs AtoNs The organisations rely on harbour users to identify when there are issues and it is a manual process to put in place a repair. The Sector light is seen as the most critical AFI: During the review a discussion was had on the records of outages for aids to navigation and if this data exists, it was explained that the equipment is not out for long and given the amount of vessels using the area it would be highlighted quickly. It would be useful for the Port Company to develop availability data on its AtoNs to provide surety that these are available The Harbourmaster is responsible for provision and maintenance of the AtoN in other areas of Otago harbour outside the commercial shipping lanes. **Anchorage Management** 17) The ORC navigation safety bylaw (part4) outlines the Anchoring and Mooring rules and requirements. This defines that the person in charge of the vessel must ensure that it is securely anchored or moored The Port Otago vessel arrival information defines that the recommended anchorage position for vessels requiring to anchor prior to proceeding inwards to the berths is: Anchorage Position: Lat - 45' 42.89" South Long - 170' 41.72" East The organisations exposition defines a recommended anchorage is a circle with a one nautical mile radius centred on Lat -45' 42.83'' South Long – 170' 41.73'' East. The anchorages are outside the harbour and outside harbour control. The Harbourmaster has good visibility of the anchorages as his home looks out over the area. Harbour control do provide the vessels with weather and swell information. In this situation the ships master controls the vessel at anchor. OBS: During the review it was identified that there is a difference in the referenced anchorage potion between the Port Otago vessel arrival information (POL Website) and the Exposition this could be reviewed to determine if this needs to be lined up. **SMS Monitoring and Management** 18) Details and arrangements to ensure the safety management systems in place are monitored and continue to be fit for purpose is outlined in the MOU between ORC and POL (200224-ORC - POL Memorandum of Understanding Rev 1.1) this document outlines the roles of the safety committee (as discussed earlier) to assess risks to maritime safety and to agree appropriate risk treatments to ensure maritime safety of commercial shipping in Otago Harbour. The ongoing activities to ensure this occurs include , • pre cruise session review of safety arrangements

	• Joint review of any incidents relevant to navigation safety for commercial vessels • Annual risk assessment, or if a significant identified risk related incident occurs • Joint reviews of the Harbour SMS and applicable parts of the port safety management system • Joint review of any changes in the commercial shipping space including changes in vessels, channels, berthing, wharf structures and operational limits. • Emergency response • AtoN effectiveness The monthly meeting minutes provided as part of the review documentation showed good evidence of interaction between the Port, ORC HMO and Maritime New Zealand the topics covered include maritime incidents, pilots and pilot exempt master's discussions, projects between ORC, DCC and POL. The meetings discussed infrastructure such as AtoN and the Ravensdown wharf and reviewed upcoming changes including reviewing the Navigation Safety bylaw in 2025, upcoming training and Survey vessel movements. The meeting minutes provided the peer review team confidence that the communication between the parties is active. 19) ORC, The harbourmaster-operational-plan-24_25-web outlines the safer boating campaign although not specific to commercial shipping does have some implications with code consistency to ensure that the interaction between recreational boating and commercial operators is minimised The team have survey 123 for data collection and management and the vessel iPad, laptops and phones have Arc 123 GIS capability for quick tap survey so that incidents and information is collected while out on the harbour and surrounds Both organisations are subject to audits, the Harbourmaster is subject to internal audits. There is a whole of council audit process which includes SOP. 20) POL uses an external consultant for MOSS and PHSC audits these are undertaken every 2 years as an independent review. The Health and Safety team also undertake audits and reviews and the Tug Masters are audited by an external provider (Seaways), Any actions or findings are loaded in to Damstra and tracked to completion. Emergency response procedures and practice was reviewed The Harbourmaster procedure 01 Emergency response 0.1 outlines the broad process and the Port Emergency Plan was developed in 2018. The organisations follow a Coordinated Incident Management Response framework (CIMs) based emergency response. There is an emergency response exercise schedule however there are none currently planned. The organisations have been involved in scenarios and exercises in the past including exercises involving a simulated cruise ship fire and the

	teams were involved in an actual emergency response during the recent Dunedin floods, however the organisations do not have any combined emergency response exercises planned. AFI: The organisations management or preparedness for emergency response should be improved by developing a schedule of likely and high risk scenarios to run combined training exercises for emergency response. **Pilotage and Towage** 21) The definitions for the responsibilities for PEC and Pilot Certifications are documented in the MoU's between ORC, POL and MNZ. MNZ has the responsibility to approve Pilot and PEC training. The Port Company and Shipping companies consult with the HMO when drafting their Pilot and PEC training plans prior to them being sent to MNZ for approval. The individual Ports designate trainers, undertake the training, pilot peer reviews and manage the professional development plans for pilots. ORC HMO have delegated responsibility for examination of the operators i.e. Pilots and PEC MNZ provide the PEC and Pilot certifications through confirming that the applicant has successfully completed an approved structured training programme and has met the required standards. The port requires a pilot for vessels above 500 tonnes and has an approved pilot training plan plans Pilots travel to Port Ash every 5 years, most recently have been to France and the UK. The Pilots are allocated a Mentor who is not involved in any examinations. There are two Pilot boarding areas on the approaches to the entrance to Otago Harbour. Alpha – Position: Lat -45' 42.83" South Long - 170' 44.80" East Bravo – Position: Lat -45' 43.58" South Long – 170' 43.69" East Pilot boarding ground Alpha is the preferred Pilot boarding ground for larger vessels to allow time for information exchange Holcim cement have an approved REC training and proficiency plan The POL has a full set of pilotage limitations including environmental conditions Risk assessment of the channel a camera between the islands three wave buoys **Harbourmaster arrangements** The ORC Harbourmaster resource includes • Steve Rushbrook (Harbourmaster) • Pete Dryden (Deputy Harbourmaster) • Jenifer Bolstad (Harbourmaster support co-ordinator)

	AFI: The peer review group identified during the review that given the area that is covered by the Harbourmaster office and range of tasks required that resourcing of additional Maritime Officers may be beneficial to ensure that Navigation Safety is assured. AFI: During the review the Harbourmasters operational documents including SOP were reviewed, this included the training required to operate its vessels and equipment, the peer review team and Harbourmaster identified that documenting what is covered when training individuals on the equipment or vessel would be useful to ensure that each training step is documented, the training is consistent and to an agreed level. **Navigation Bylaw** The Otago Navigation Bylaw (2020) was developed under the Maritime Transport Act (1994). The Act gives ORC the authority to regulate ports, harbours, waters and maritime-related activities in the Otago region. The Bylaw covers all coastal waters out to 12-nautical miles and the territorial area of Otago. The bylaw came into force on the 14th September 2020, the Local Government act 2002 requires a new bylaw to be reviewed in 5 years and as such the bylaw is being reviewed in 2025 with full consultation. As discussed earlier the inclusion of requirements for carrying AIS for passenger and medium sized vessels is to be encouraged. Harbourmaster directions, Issuing of navigation warnings were discussed during the review the HMO haven't issued any as yet as the preference is to have an education and encouragement focus, it was indicated that this is working. It was indicated that if the data showed that this response wasn't working then this approach would be adjusted. Facebook has been used as an effective communication tool **Institutional knowledge and training** AFI: During the review it was identified that both organisations have a significant amount of responsibility and trust placed on a few individuals. The Harbourmasters and Port have been working on developing their teams, this is to be encouraged and a focus on succession / legacy planning and recording institutional knowledge would ensure that the risk of key individuals not being available is effectively managed.
Areas for Improvement	Areas for Improvement • During the review the Otago Harbour Safety Plan, was viewed, the peer review team thought that section 11 Change management process could be improved by adding detail on how the decision is made on who to include and consult with when changes are made. • During the peer review a discussion was had on risk assessment and the identification of controls, it was identified that the Harbourmaster thought that the bylaw at its next review could

	define that AIS would be useful for medium sized vessels, this is to be encouraged. • During the review of the procedures and process used for the management of incidence investigation the Peer review team identified that the organisations could clarify how it is decided and who makes the decision on who will be the lead agency for incident investigations. The current list includes the Transport Accident investigation commission, New Zealand Police, Maritime New Zealand, The Harbourmasters or The Port Company. • During the review a discussion was had on the records of outages for aids to navigation and if this data exists, it was explained that the equipment is not out for long and given the amount of vessels using the area it would be highlighted quickly. It would be useful for the Port Company to develop availability data on its AtoNs to provide surety that these are available. • The organisations management or preparedness for emergency response should be improved by developing a schedule of likely and high risk scenarios to run combined training exercises for emergency response. • The peer review group identified during the review that given the area that is covered by the Harbourmaster office and range of tasks required that resourcing of additional Maritime Officers may be beneficial to ensure that Navigation Safety is assured. • During the review the Harbourmasters operational documents including SOP were discussed, this included the training required to operate its vessels and equipment, the peer review team and Harbourmaster identified that documenting what is covered when training individuals on the equipment or vessel would be useful to ensure that each training step is documented, the training is consistent and to an agreed level. • During the review it was identified that both organisations have a significant amount of responsibility and trust placed on a few individuals. The Harbourmasters and Port have been working on developing their teams, this is to be encouraged and a focus on succession / legacy planning and recording institutional knowledge would ensure that the risk of key individuals not being available is effectively managed.
Observations	• During the review the Otago Harbour Safety Plan, was viewed, this document could be improved by adding a date or a consistent version number in the document heading and footer. This would assist in ensuring that any changes and versions are tracked. • During the document review the hm-otago-harbour-safety-management-system-phmsc-overview-oct-2024 was viewed, the document mentions the harbourmaster and also the harbourmasters group. It was discussed during the review that the wording was interchangeable and could be changed to harbourmasters for clarity. • During the review of the POL Exposition the document sates that Sean Bolt is the identified responsible person for the POL Maritime SMS, this has changed to Grant Bicknell and should be updated.

	• During the review it was identified that there is a difference in the referenced anchorage position between the Port Otago vessel arrival information (POL Website) and the Exposition this could be reviewed to determine if this needs to be lined up.

Did you identify any good practices that could be shared with the greater Code community?
 	
What were they?
	• The Collaboration between the ORC HMO and POL including
	  o a Joint Harbour Safety Policy and Harbour Safety Committee
	  o Use of the HAZMAN Software for a joint risk assessment process and collaboration on controls.
	• The Port control use of cameras with pan tilt and zoom control
	• The direct relationship between the control room and pilots and the HMO
	• The Attendance at the bulk of the review by POL and ORC HMO
	• The trip up the harbour as part of the port familirisation assisted understanding the risks and scope of the organisations Safety Management System and the Navigation Safety Risks.

Conclusion **(Consistent with Code)** **(**Note any specific areas for attention at next review or assessment)	The SMS for Port Otago Limited and Otago Regional Council are Code Consistent at time of the SMS review undertaken on 19th and 20th November 2024 The next review should look at progress on the identified areas for improvement including the progress on: • Clarity on the process and decision activity's for Identifying who is the lead agency for emergency response • The schedule and completion of coordinated emergency response exercises for high risk scenarios. • Resourcing harbourmaster activities • Succession and legacy planning for key individuals and recording institutional knowledge mechanisms
Signed and dated by panel	Signed on behalf of the Peer Review panel  Paul Barrett Date 17/2/2025

The review reports remain confidential to the parties concerned. In keeping with the partnership arrangement of the Code, we should like to share this report with Maritime NZ if both port and harbour agree.

Please complete:

Regional Council Harbourmaster	Yes	No
Port Marine Manager	Yes	No

Appendix 1: Documents – information provided / reviewed

Corporate Documents and Minutes

- 240605-Monthly meeting notes
- 240801-Monthly meeting notes _
- 240905-SR-SR HCAG Minutes
- 240923-Monthly meeting notes _
- 241104-Monthly meeting notes _
- harbourmaster-operational-plan-24_25-web
- LMS System
- OrgChart ORC
- POL Org Chart

For Otago review participants – instructions

- Code Peer Review- document list
- Otago - Formal letter and request for information initiate review
- Preparation for Code review of SMS February 2021 FINAL.DOCX

For Peer Review Panel

- Briefing for Panel members.DOCX
- Code August 2020 FINAL
- Code Peer Review- document list
- Principles for Marine Risk Management (FINAL)
- SMS Reviews Guidance for panel~January 2021

Operational policy Documents

- 01 Emergency Response Rev 0.1
- 02 Incident Response Rev 0.1
- 03. Incident Investigation Rev 0
- 04. Tsunami Warning Rev 0.3
- 05. Event Approval Rev 0
- 06. Hot Work Rev 0
- 07. Harbour Related Works Rev 0
- 08. Mooring Approvals Rev 0
- 09. Derelict Boat Management Rev 0
- 10. Reported Navigational Hazards Rev 0
- 11. Notice to Mariners Rev 0
- 12. Local Notice to Mariners Rev 0
- 13. Handling Complaints Rev 0
- 15. Post Quake procedure Rev 0.1

Past Reviews and self-assessment

- PHMSC Self Assessment Otago 2023-24

- SMS Joint Self Assessment 21-22 Otago FINAL.docx
- SMS Review Panel Report - OTAGO – FINAL

Pilotage
- Assessment (Pilot) (1)
- Pilot Under Training
- PL205-1-2021 Pilot Structured Training Programme and Proficiency Plan Approval exp 20.10.26
- Port Otago Structured Training Programe Proficiency Plan for Pilots Ver 8 Sept 2021

Risk and issues assessment
- Incident List Report (1)
- Risk Rank Summary - Hazman v1
- + Sign into Hazman for Otago Regional Council

SMS Documents
- 200224-ORC - POL Memorandum of Understanding Rev 1.1
- Exposition Rev 0.4
- hm-otago-harbour-safety-management-system-phmsc-overview-oct-2024
- orc-navigation-safety-bylaw_forweb_2020-09-23
- Port and Harbour Safety Plan V2

Appendix 2: Documents - information and support system details provided during the review

ORC
- Hazman II
- Facebook and social media communication
- Vesper Marine AIS
- Furuno beacons

POL
- Damstra (Vault)
- Maximo
- Power BI
- PTZ Camera in the channel
- Quad cam
- eMPX online
- Shearwater shipping software (keel check)
- Port MPOSA software
- XR2 Wireless PPU sensors
- 3 new wave buoys
- Pilot IPads with Navigatus and AIS functionality

Checklist for panel members	
Evidence sighted: ➢ Code application ➢ Harbour risk assessment ➢ Harbour safety policy ➢ Harbour safety plan ➢ Statement of duties and powers ➢ MoU's and SOP's ➢ Delegations ➢ How bylaws and directions will be enforced and resources sufficient to undertake this work ➢ Emergency response plans ➢ Annual audit report of SMS ➢ SMS group minutes ➢ Incident reporting	 Y Y Y Y Y Y Y Y Y Y Y Y Y
Have you seen evidence of:	**Yes/No or other comments**
Ownership of and commitment to SMS at top level in both council and port operator organisations (e.g. in long term community plan or annual plan, port operator's annual reports or company websites)	Y
Delineation of navigation safety responsibilities	Y
Roles and responsibilities are understood in practice	Y
Staff are qualified and competent	Y
A well-functioning harbour safety plan or manual that is regularly reviewed and updated (the annual SMS self-assessment has been completed within the timeframe stated in the plan or manual)	Y
Working relationships are well documented and function well	Y
Incidents involving ships within jurisdiction are reviewed and risks assessed (Note any significant changes or incidents that triggered or should have triggered a review of the risk assessment)	Y

28 March 2025

Kevin Winders
Chief Executive
Port of Otago
Email: kwinders@portotago.co.nz

Richard Saunders
Chief Executive
Otago Regional Council
Email: richard.saunders@orc.govt.nz

CC:
Grant Bicknell
General Manager Marine and Infrastructure Port of Otago
Email: grant.bicknell@portotago.co.nz

Steve Rushbrook
Harbourmaster, Otago Regional Council
Email: steve.rushbrook@orc.govt.nz

Dear Messrs Winders and Saunders

NZ Port and Harbour Marine Safety Code Safety Management System Peer Review and Final report

I am pleased to advise that the Safety Management Systems (SMS) for the Otago Region has been assessed and found to be consistent with the requirements of the New Zealand Port and Harbour Marine Safety Code (the Code) 2020.

The Code Peer Review panel commenced its review of the SMS for Port of Otago and Otago Regional Council in November 2024. The process involved a desktop review of relevant documentation provided by your organisations, and a site visit undertaken 19 and 20 November 2024.

The panel found that Port of Otago and Otago Regional Councils arrangements, measures, procedures and processes in the SMS are effective in managing the navigation risk. Additionally, there is sufficient effective working relationships between the parties and evidence of ownership and commitment to the SMS, to constitute a Code consistency. While the panel assessed the combined SMS regime to be sufficiently effective in operations, to be Code consistent they have identified some opportunities for improvement which are outlined in the attached report.

We would like to acknowledge your support of this process and extend our thanks to Grant Bicknell (General Manager Marine Infrastructure), Steve Rushbrook (Harbourmaster), Pete Dryden (Deputy Harbourmaster) and their teams for their support and cooperation through the review process. We commend all parties for their genuine efforts to ensure there is a robust system in place for the management of safe navigation of vessels through the port and harbour, managed by your operations.

The finding of the review panel are that the SMS for the Otago ports and harbour are consistent with the requirement of the Port and Harbour Marine Safety Code 2020. These findings are set out in full in the final report and assessment document attached.

This is an affirmative outcome and reflects a good commitment to the Code by all parties.

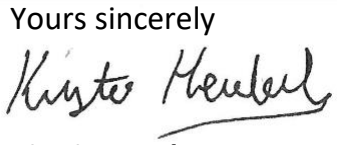
The areas for improvement provided in this attached report are recommendations only and do not impact your consistency outcomes. However, it is pleasing to note that based on the initial outcomes of the report that were shared with your team at the time of the review, that many of these areas of improvement have already been worked on. This includes, updating climate adaptation plans, improving PEC processes and management of dangerous works.

This review was conducted for the purposes of the New Zealand Port and Harbour Marine Safety Code 2020. The review panel and the Code Working Group assume no responsibility to any person who relies on this letter of confirmation for any other purpose. It is expected that both Port of Otago and Otago Regional Council will remain Code consistent through annual self-assessment of the SMS and external audits as appropriate.

Information gathered from all ports, harbours and regional councils from the SMS Peer Review programme and annual self-assessments are consolidated and used to measure the level of consistency against the Code standard on a national basis and to inform the scheduling of future reviews.

You may expect the next review for the Otago region to take place within four years. In the interim, please do not hesitate to contact the Code Lead or myself for assistance with any aspect of the implementation of the Code.

Yours sincerely



Kirstie Hewlett
Chair, Code Steering Group
NZ Port & Harbour Marine Safety Code

9.8. Quarterly Update on the Activities of the Regulatory Teams

Prepared for: Environmental Delivery Committee

Report No.	GOV2563
Activity:	Regulatory
Author:	Alexandra King, Manager Consents Carlo Bell, Manager Compliance Simon Wilson, Manager Environmental Delivery Data and Systems Steve Rushbrook, Harbourmaster
Endorsed by:	Joanna Gilroy, General Manager Environmental Delivery
Date:	5 June 2025

PURPOSE

[1] To update the Committee on the activities of the Regulatory Teams of the Environmental Delivery Group between 1 July 2024 and 30 April 2025 and outline the proposed Compliance Audit and Performance Monitoring Schedule for the 2025-2026 year.

EXECUTIVE SUMMARY

[2] This report summarises the activity of the Consents, Compliance and Environmental Delivery Data and Systems Teams from 1 July 2024 to 30 April 2025.

RECOMMENDATION

That the Committee:

1. ***Notes** this report.*
2. ***Recommends that Council approves** the Compliance Audit and Performance Monitoring Schedule for the 2025/26 year.*

DISCUSSION

[3] The following report provides a summary of the activity of the Consents, Compliance, Harbourmaster and Environmental Delivery Data and Systems Team within the Environmental Delivery Group.

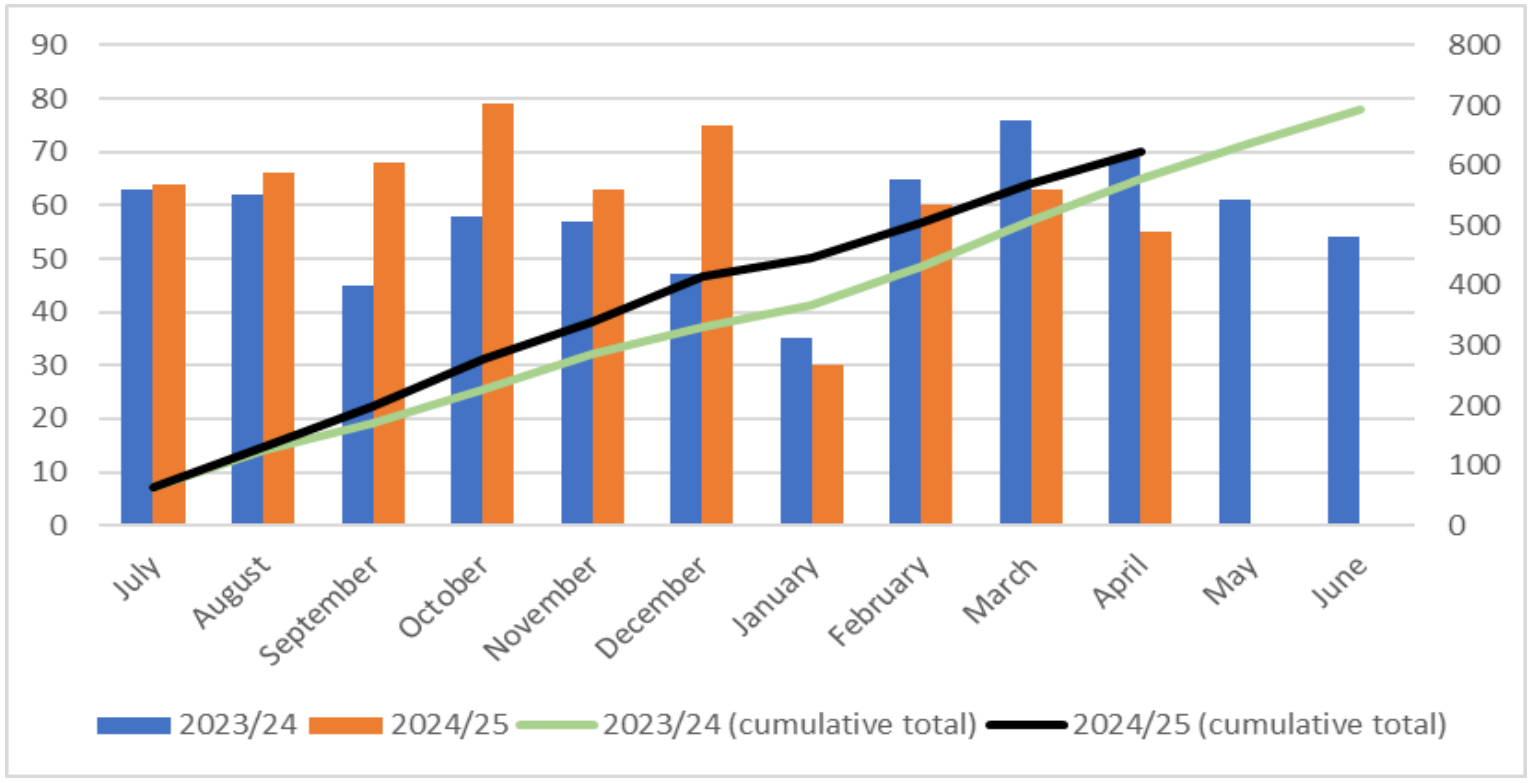
[4] Attachment 1 contains maps relating to regulatory activity for the period 1 July 2024 to 30 April 2025. The charts formally located in this attachment are now part of the main document.

CONSENTS

Consent Processing

[5] The Consents Team received 627 resource consent applications between 1 July 2024 and 30 April 2025, compared to 508 during the same period last financial year, as shown in Figure 1 below.

Figure 1: Resource Consent Applications Received



[6] Decisions were made on 790 individual consents (cumulative total) between 1 July 2024 and 30 April 2025 compared with 679 during the same period last financial year. All of these consents were processed in compliance with the timeframes set in the Resource Management Act 1991.

[7] Map 1 in the Appendix shows the spread of consents granted for the period 1 July 2024 and 30 April 2025 throughout Otago. As shown on the map, the main types of consents approved over the reporting period relate to effluent ponds and discharges in North and South Otago, earthworks in Central Otago, bores and both ground and surface water takes in North and Central Otago.

[8] Consent processing is predominantly undertaken by internal staff. Consultants are only used on an as required basis and still account for less than 10% of workload processing. These are generally for applications for large scale or long-term projects and where Council is the applicant.

[9] Fifteen applications were limited notified between 1 July 2024 to 30 April 2025, as shown in Figure 2 below. These applications related to consents needed for the operation of a resource recovery park, extension of a landfill, earthworks within wetlands, damming water, discharges near the coast, building a bridge and a discharge to air consent.

[10] Two applications were publicly notified between 1 July 2024 to 30 April 2025. These were the Green Island Landfill, which has been granted and Oceana Gold MP4 mine expansion, with a hearing scheduled for late July.

Figure 2: Notified Applications

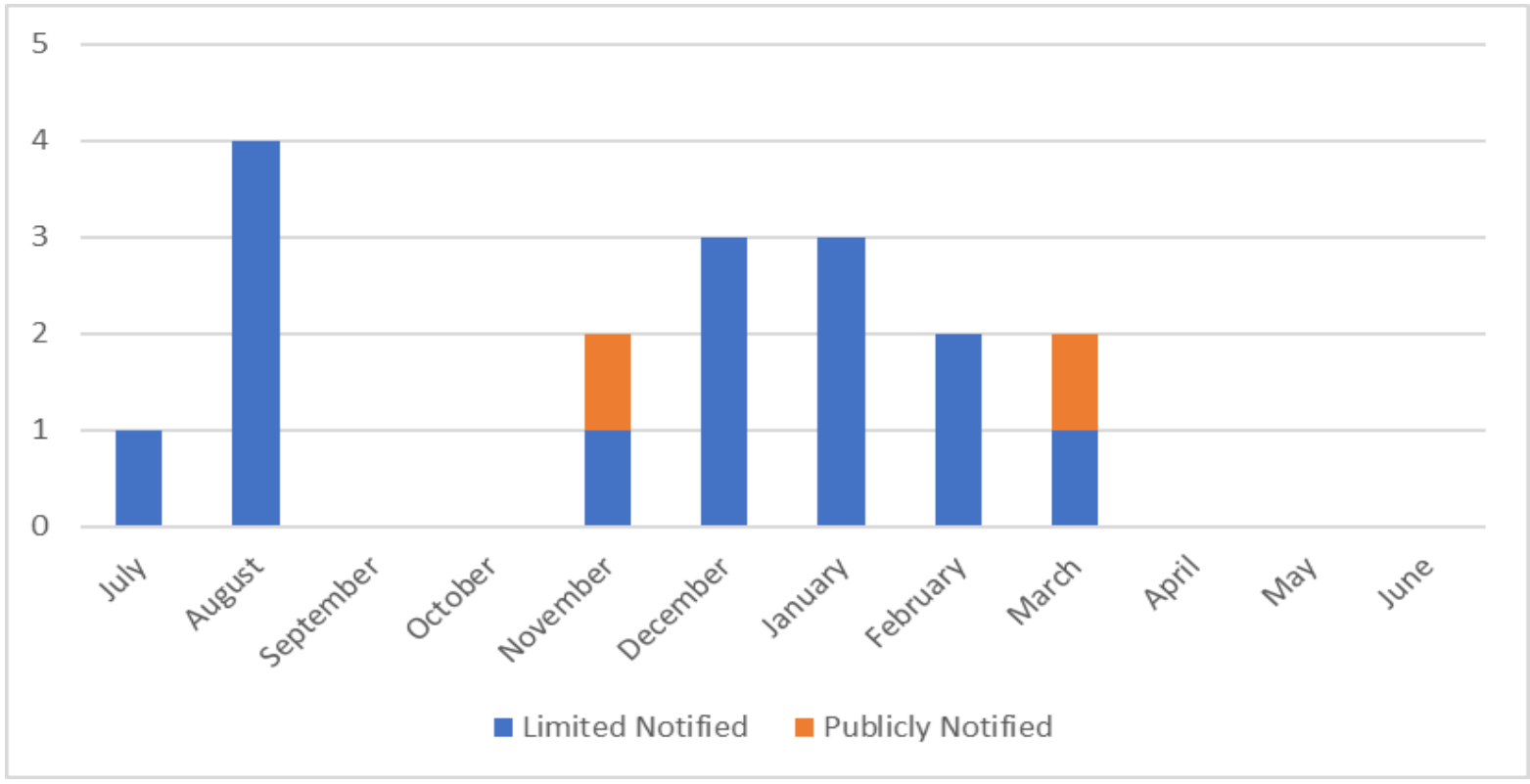


Figure 3: Other Applications Received

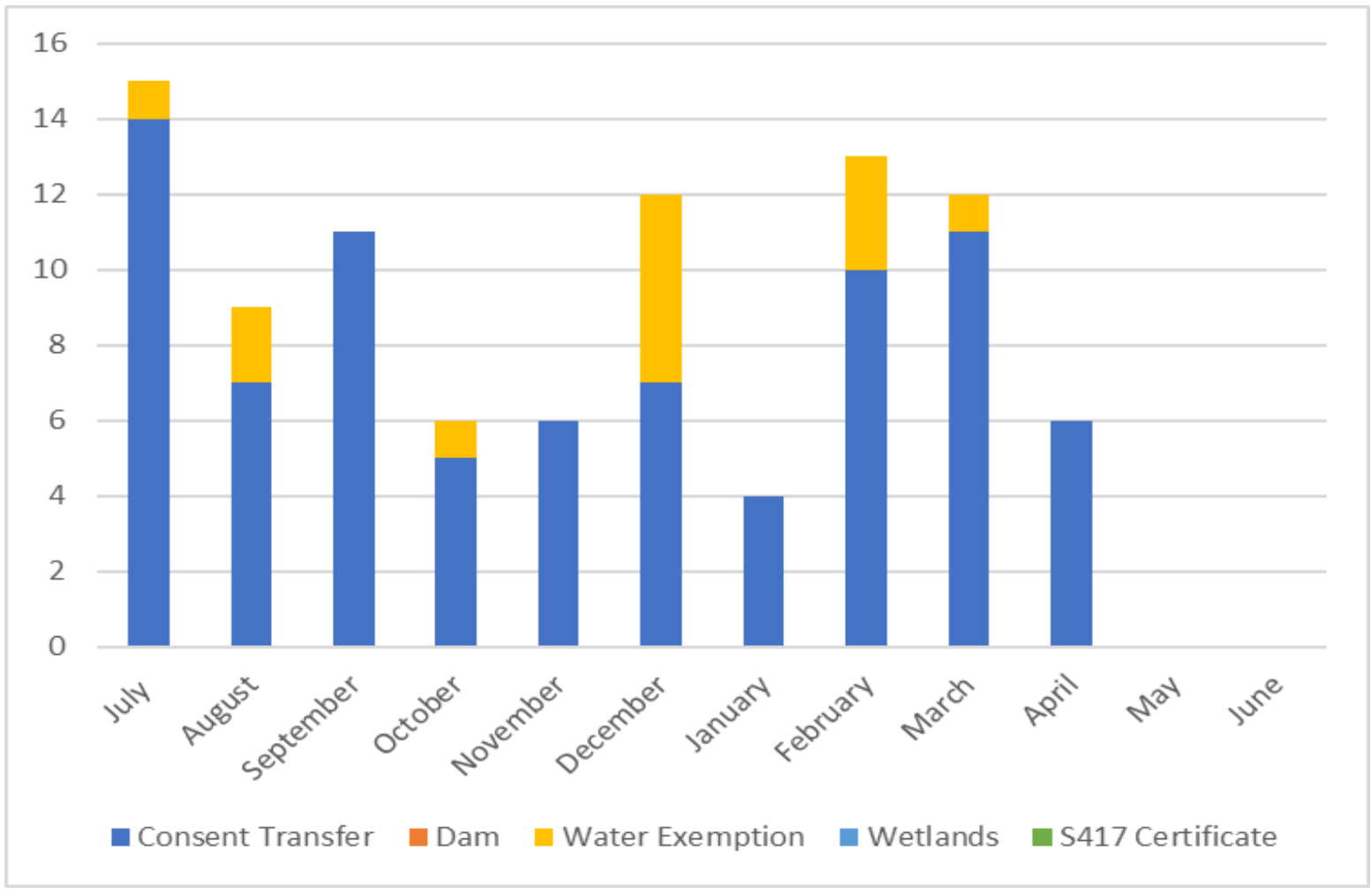
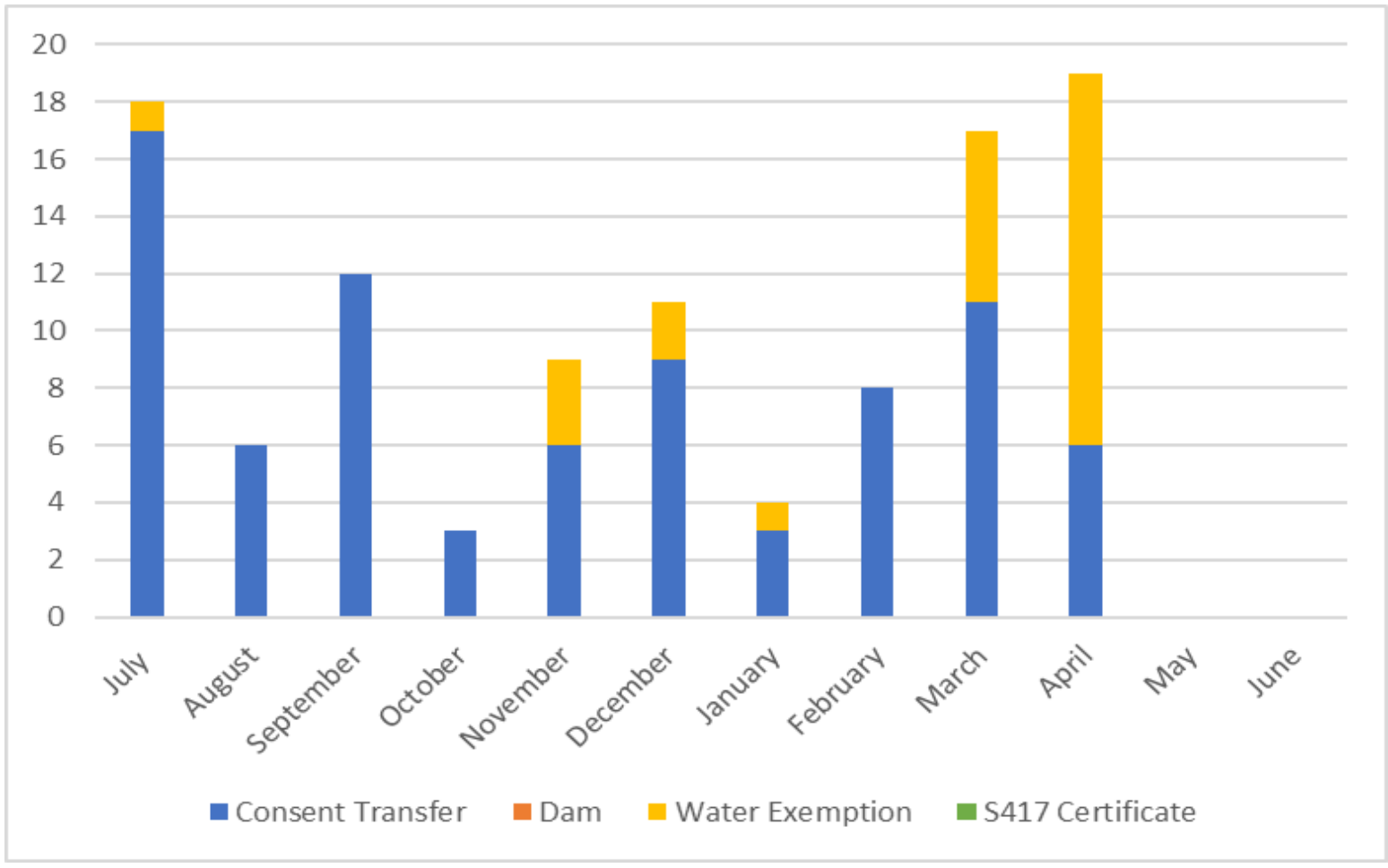


Figure 4: Other Applications Processed



Appeals, objections, and reviews

[11] One objection was received on a consent decision, this related to term of consent. This was upheld and has been resolved. No other objections of appeals on consent decisions were received between 1 July 2023 to 30 April 2025.

[12] Two cost objections were received under Section 357B of the RMA between 1 July 2024 and 30 April 2025. These objections were not upheld, and costs were not waived. Clearly communicating costs and being able to invoice as quickly as possible post a decision on an application remains a focus for the team. This includes working with Council's Finance team on invoicing.

[13] No reviews are currently being processed, and none were undertaken within the reporting period.

Consent Enquiries

[14] Responding to consent enquiries remains a significant part of the workload of the Consents Team. Council received 1,691 enquiries from the public between 1 July 2024 and 30 April 2025, shown in Figure 5 below. Most enquiries were resolved on the day or within two days of being received, with the remaining within the three days. The location of these requests is shown in Figure 6 below. The large number of public enquiries responded to demonstrate the value of this service provided by Council.

[15] Requests for copies of documents, as well as information about discharges to land, farming activities, consent process and Fast Track are the most common enquiry types. The main method for requests is email.

Figure 5: Consent Enquiry Response Times

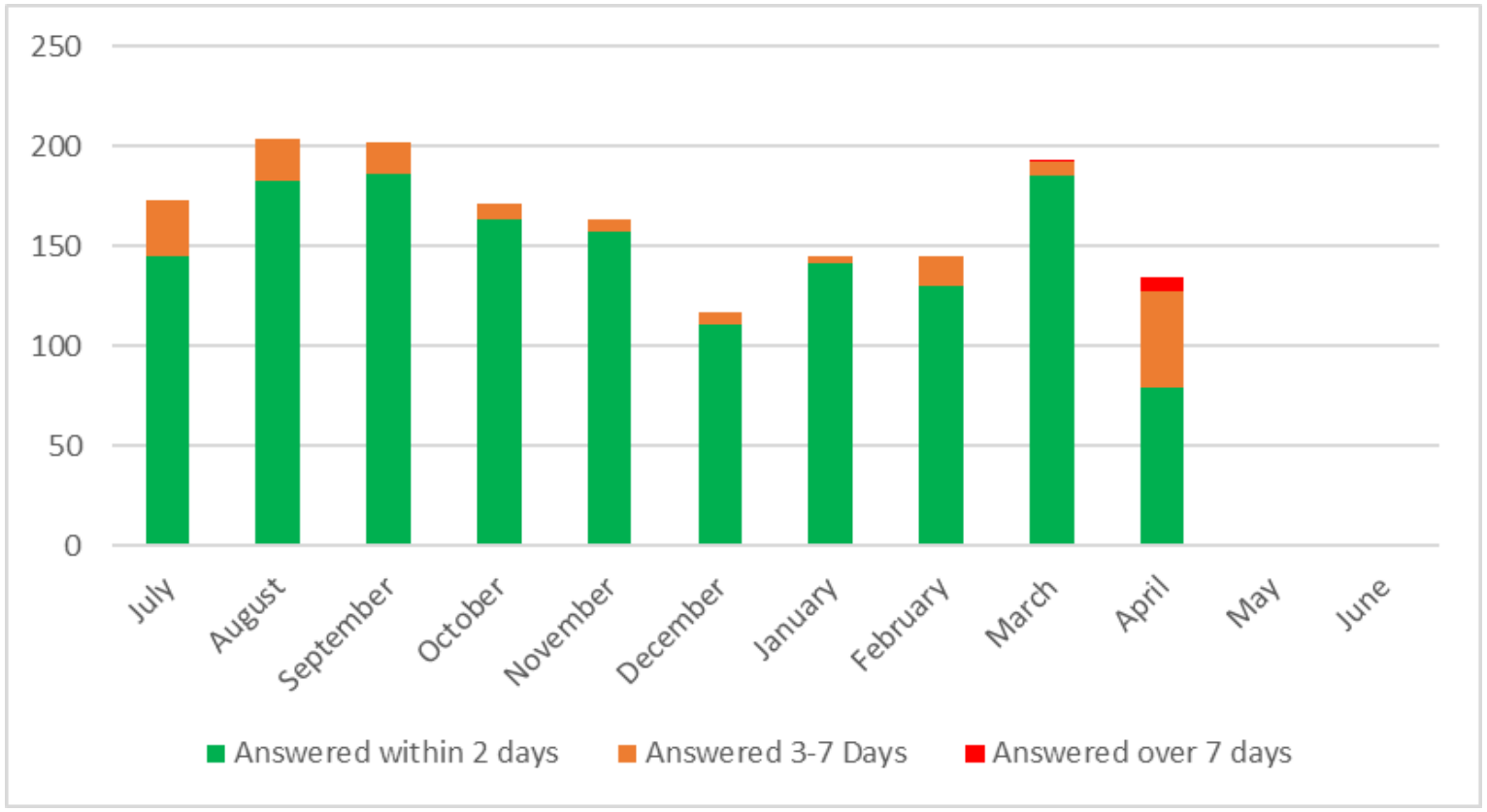
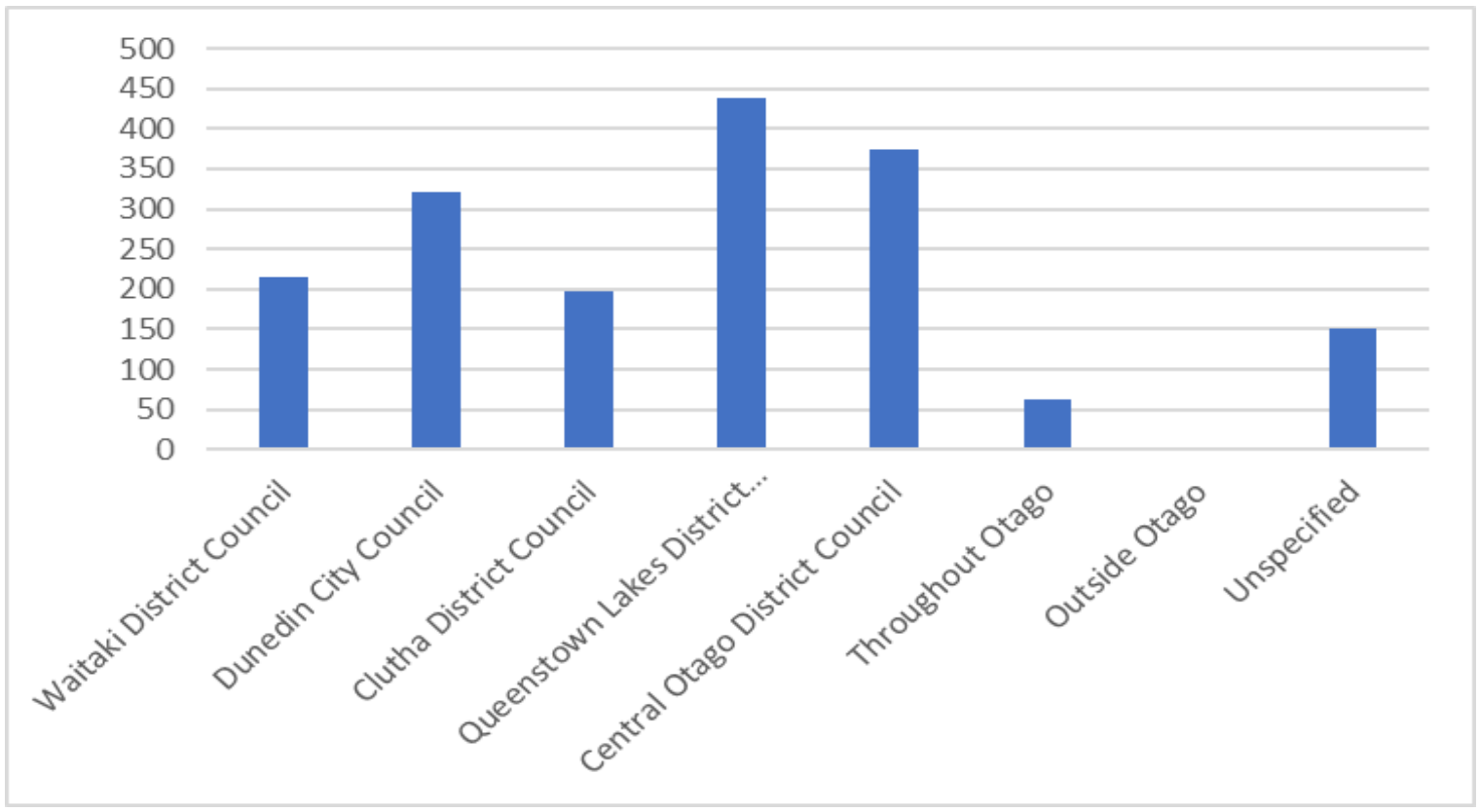


Figure 6: Consent Enquiries by Location



[16] The Consent Enquiries team have been responding to requests for comments on applications that are using the 'Fast Track' process provided by new Fast Track Approvals Act 2024. This is a new process that operates separately from previous legislation. The Team have been engaging with applicants who at the 'pre application' stage, responding to requests for comment from the Environmental Protection Agency (who administers the Act) and have engaged with applicants relating to the following listed projects:

a. Bendigo Ophir Gold Project
b. Nahinerangi Wind Farm
c. Homestead Bay

[17] The COVID-19 Recovery (Fast-Track Consenting) Act 2020 or the Natural and Built Environment (Natural and Built Environment and Spatial Planning Repeal and Interim Fast-track Consenting) Act 2023. Proposals that have progressed under the existing legislation in the reporting period include:

a. Flint's Park, Ladies Mile – Te Pūtahi
b. Southland Windfarm

[18] To enhance the public enquiries service, as well as the other projects reported to date staff have led, are working on or finalised the below:

a. Implementation work for Fast Track and leading a working group with members from across Council, liaising with applicants, technical experts and interested groups;
b. Supporting IWG workshop preparations;
c. Continuing to support applicants to seek funding under the Consent Fee Support, promoting the service and fielding questions;
d. Updates to website due to legislation change e.g. Intensification, stock exclusion and IWG;
e. Updates to website for community groundwater takes, records of title, gravel and Fast track pre applications;
f. Planning for primary industry consultant workshops, earthworks development workshops and effluent workshops from Spring of 2025; and
g. Oversight of Council's Building Act responsibilities relating to dams, which have been delegated to ECAN.

[19] All the above projects help us deliver an improved customer experience for users of the consent or public enquiries services. This work is balanced against chargeable work and is completed within an existing work programme.

COMPLIANCE MONITORING AND ENFORCEMENT

[20] Council monitors resource consents to determine compliance with conditions, with regional rules and national regulations and the impact of consented activities on the environment and Otago community. Council undertakes it Compliance, Monitoring and Enforcement work programme in line with the approved Compliance Plan 2023-2026. This Plan informs Councils work in accordance with our obligations under the Resource Management Act 1991, and the national compliance direction set for all regional councils under the Regional Sector Strategic Compliance Framework.

Performance Monitoring

[21] Performance monitoring returns include all information Consent Holders are required to submit by conditions in their resource consents. This includes photographs of work, water meter returns, complex annual reports, and management plans. Some consents require multiple submissions of performance monitoring per year, for example monthly water quality results, while others have no performance monitoring requirements. The grading of performance monitoring tends to be faster than a full audit and is used to help the Compliance Team prioritise which consents require audits.

[22] In the period from 1 July 2024 to 30 April 2025, the Environmental Delivery Data and Systems and Compliance teams graded 7,056 performance monitoring returns against a

target of 5,000. This is up on the 6,226 returns graded in the same period last financial year. The increased volume or returns graded is reflective of changes in systems and procedures over the last few years which reduced the time it takes to grade water take and discharge consents. Water take returns are assessed annually (starting 1 July) for data compliance. With Aquarius Dashboards now built for most consents the team are working through the grading process more quickly than in previous years. An example of these dashboards is shown in figure 7.

[23] A summary of the performance monitoring returns is shown in figures 8 and 9 below.

Figure 7- Example Aquarius Dashboard Chart



Figure 8: Performance Monitoring Returns Completed against LTP Performance Measure

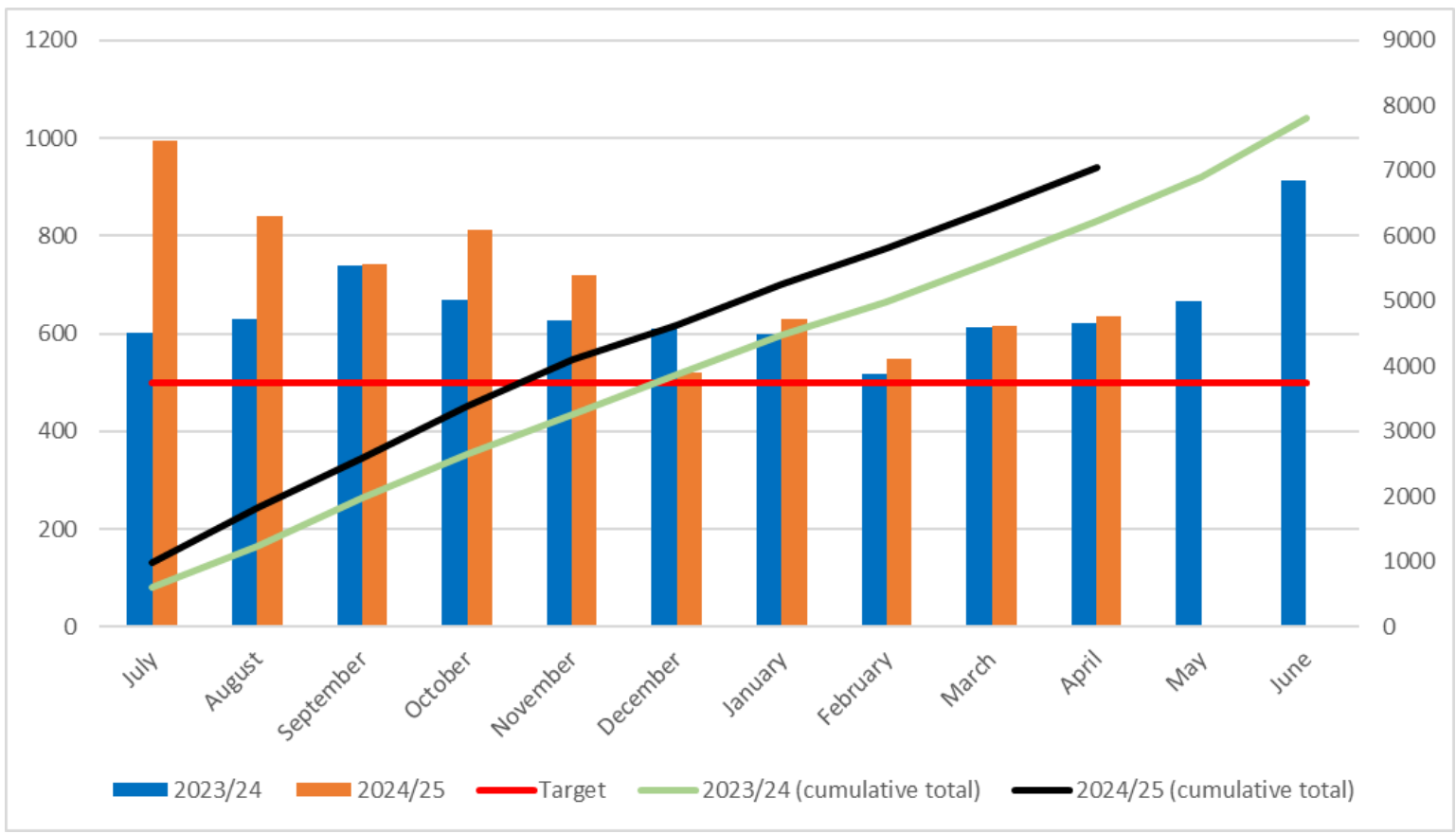
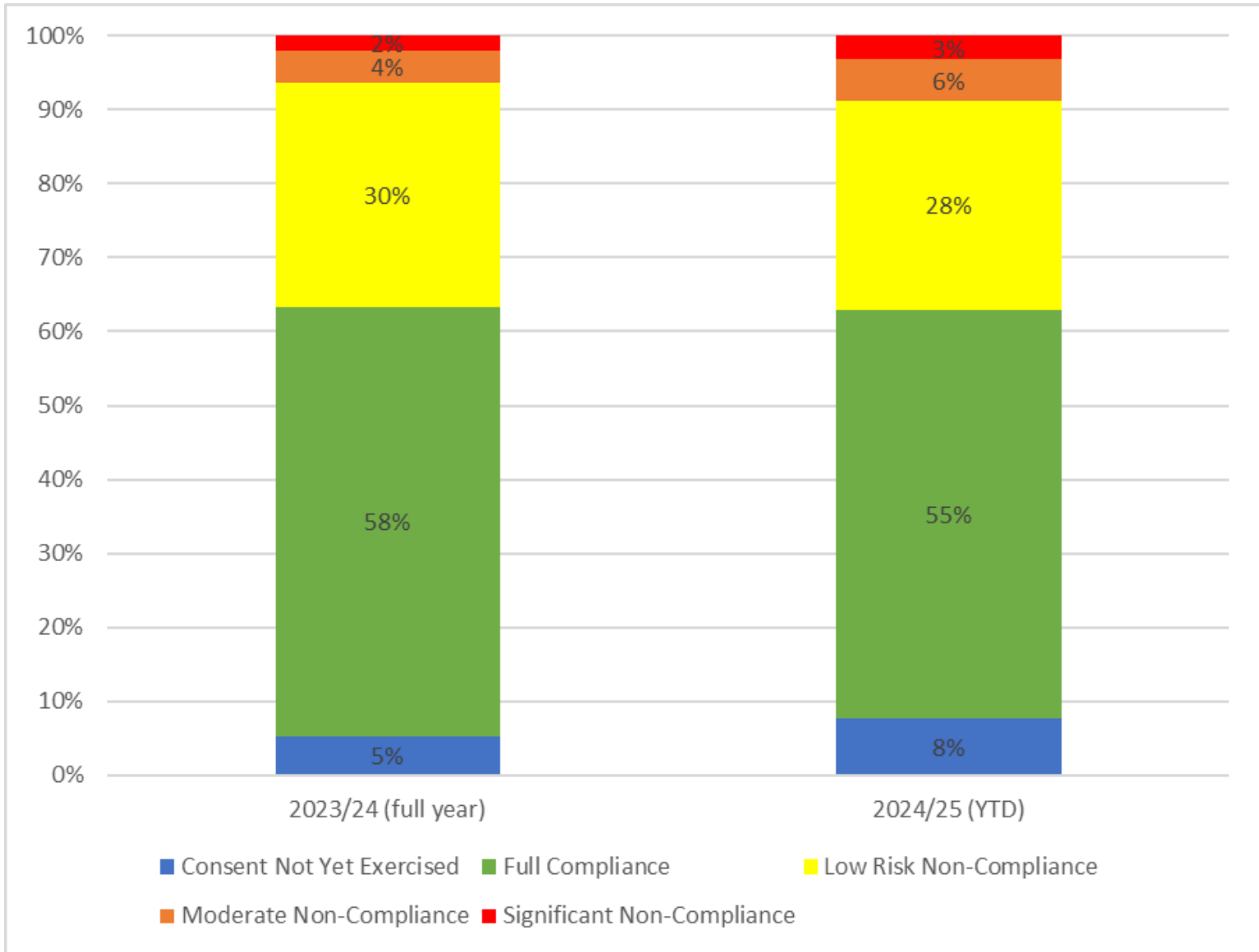


Figure 9: Performance Monitoring Grades Year on Year



Compliance audits and inspections

[24] In the period from 1 July 2024 to 30 April 2025, 1092 on-site audits and inspections were completed. This includes 808 consent audits, 245 dairy inspections and 39 forestry inspections. This is 129% of the planned compliance audits or field inspections.

RMA consent audits

[25] In undertaking audits and monitoring under the Compliance Plan, audits and performance Monitoring returns are assigned the grades outlined below based on a staff assessment of compliance. This grading system is in line with best practice and is based on the Ministry for Environment 'Best Practice Guidelines for Compliance, Monitoring and Enforcement under the Resource Management Act 1991.' These grades are shown in the table below and should be used to support the below discussion on the grades provided through audits.

	Compliance Grade
1	**FULL COMPLIANCE** with all relevant consent conditions, plan rules, regulations and national enviornmental standards.
2	**LOW RISK NON-COMPLIANCE** Compliance with most of the relevant consent conditions, plan rules, regulations and national environmental standards. Non-compliance carries a low risk of adverse environmental effects or is technical in nature (e.g. failure to submit a monthly report).
3	**MODERATE RISK NON-COMPLIANCE** Non-compliance with some of the relevant consent conditions, plan rules, regulations and national environmental standards, where there are some environmental consequences and/or there is a moderate risk of adverse environmental effects.
4	**SIGNIFICANT RISK NON-COMPLIANCE** Non-compliance with many of the relevant consent conditions, plan rules, regulations and national environmental standards, where there are significant environmental consequences and/or there is a high-risk of adverse environmental effects.

[26] In the period from 1 July 2024 to 30 April 2025 of the 808 consent audits undertaken, compliance with consent conditions can be considered moderate with most consents being considered either fully compliant (40% consents), or low risk non-compliance (27% consents). Consents are graded as low risk non-compliance when there is a likely low risk of adverse environmental effects or is technical in nature (e.g., failure to submit a monitoring report).

[27] All consent audits graded with moderate non-compliances (113 consents) and significant non-compliances (125 consents) have been followed up by staff and either appropriate action has been taken in line with the RMA Compliance and Enforcement Policy, or investigations are continuing. Formal enforcement action taken over the reporting period, in relation to consent non-compliance includes 19 abatement notices and 22 infringement notices.

Figure 10: Compliance Audits and Field Inspections Year on Year LTP Performance Measure

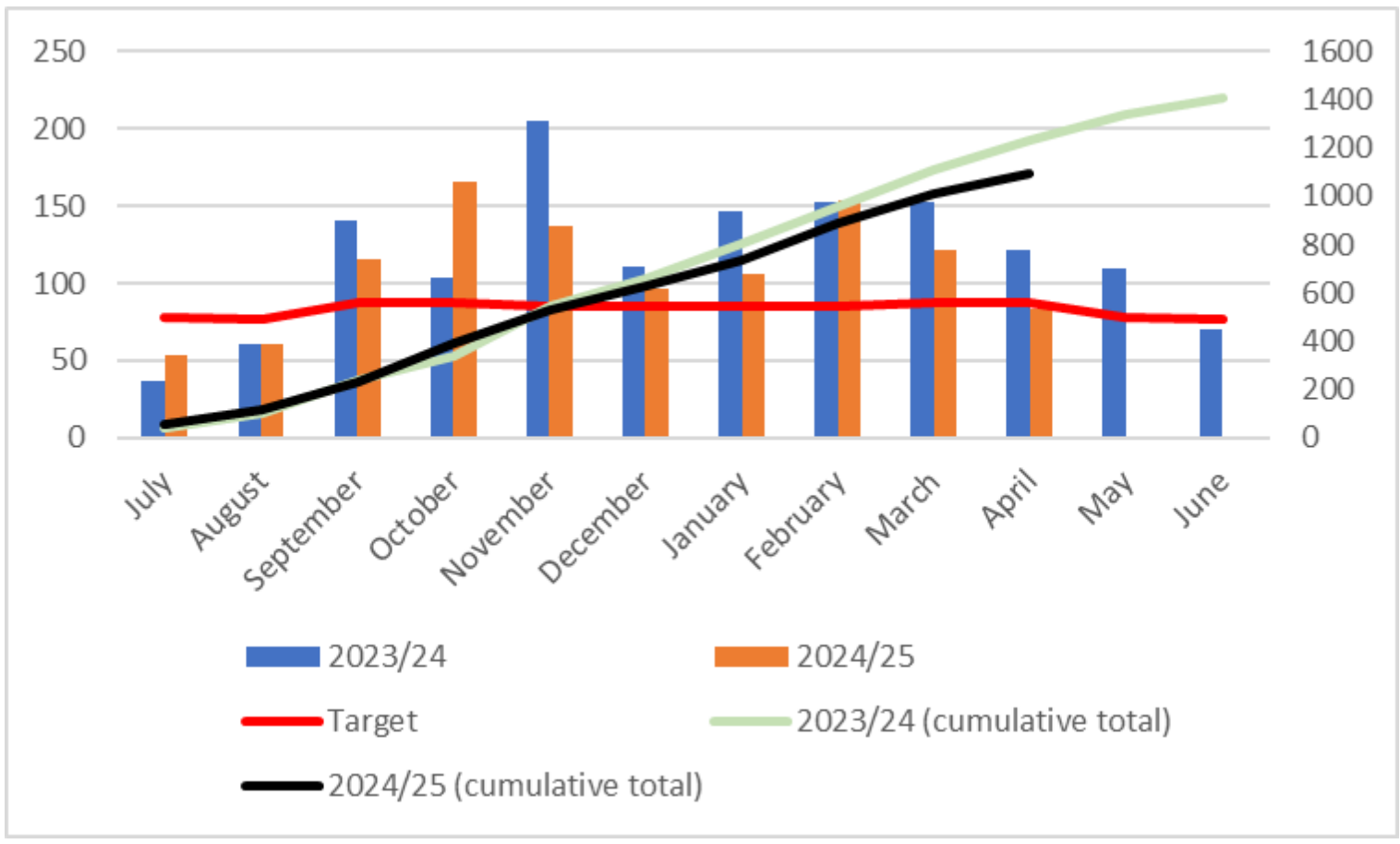


Figure 11: Compliance Audits and Field Inspections by Type

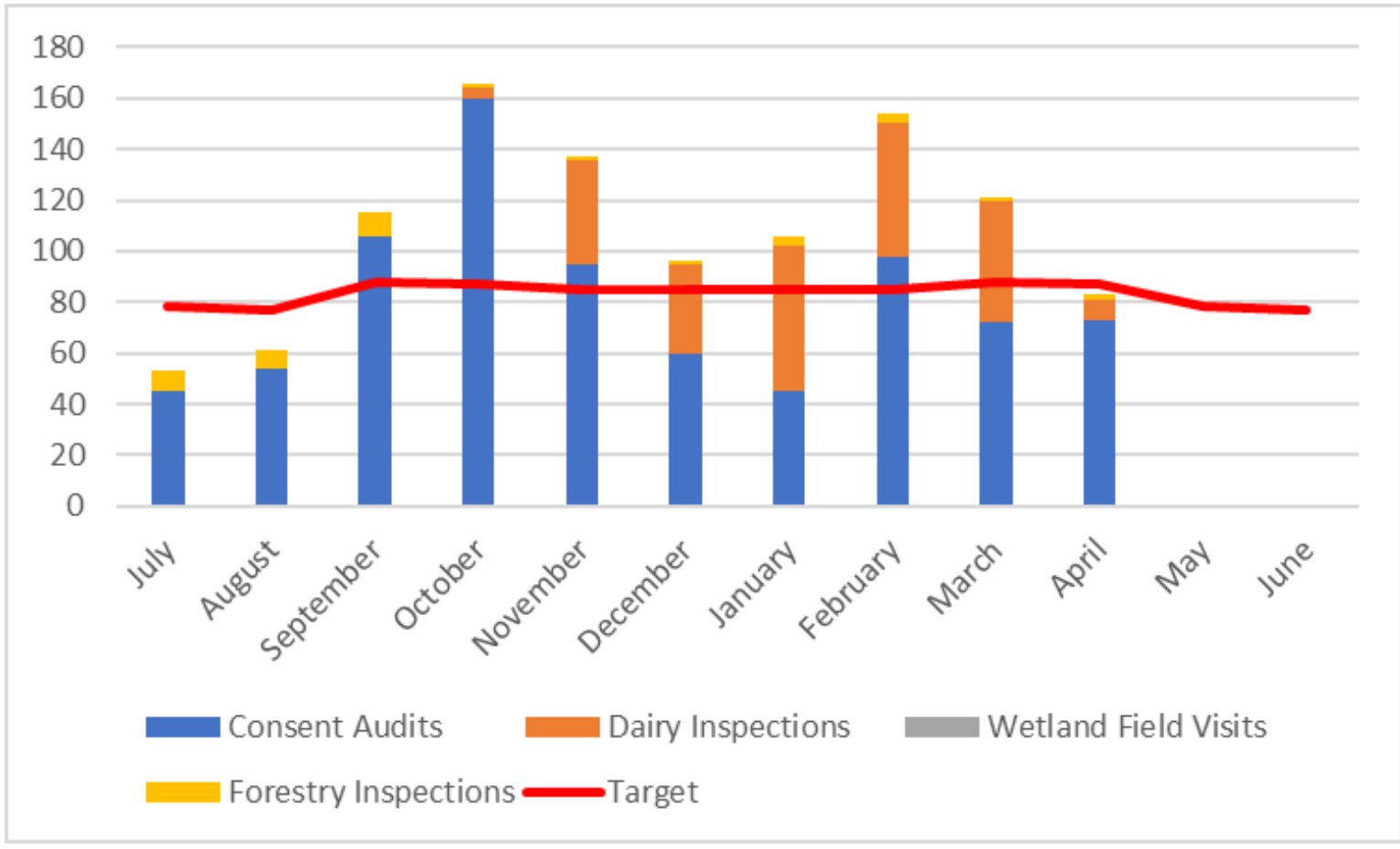
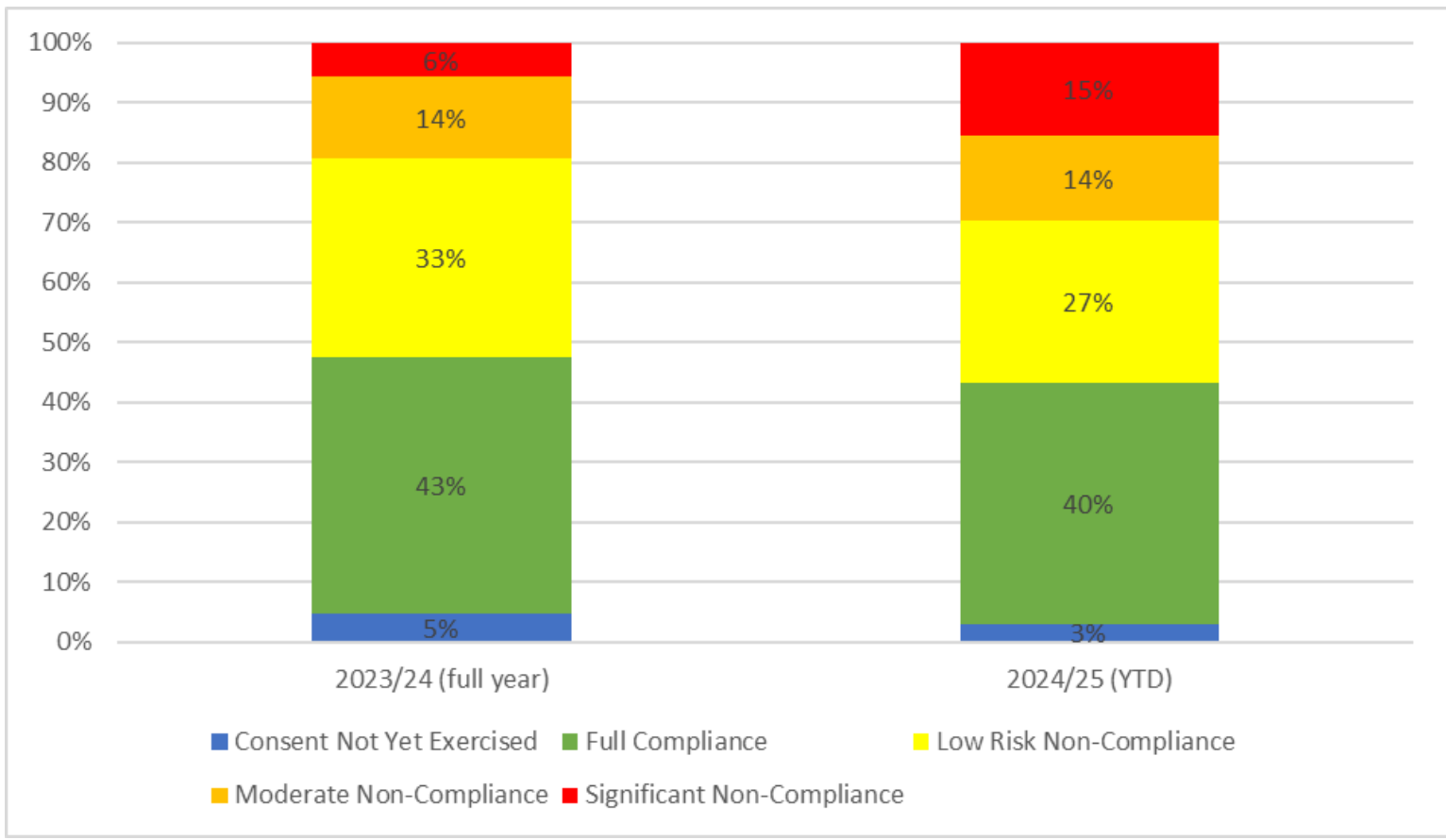


Figure 12: Consent Audit Grades Year on Year



[28] In the period from 1 July 2024 to 30 April 2025 it is noted that the percentage of significant non-compliances is higher than expected. This is largely due to a complex site audit where multiple consents exist for the same site resulting in multiple significant non-compliances. The breaches largely related to incidents of reporting that were either missed or submitted late. This matter was considered in line with Council's Compliance and Enforcement Policy.

Figure 13: Significant Non-Compliance by Consent Type

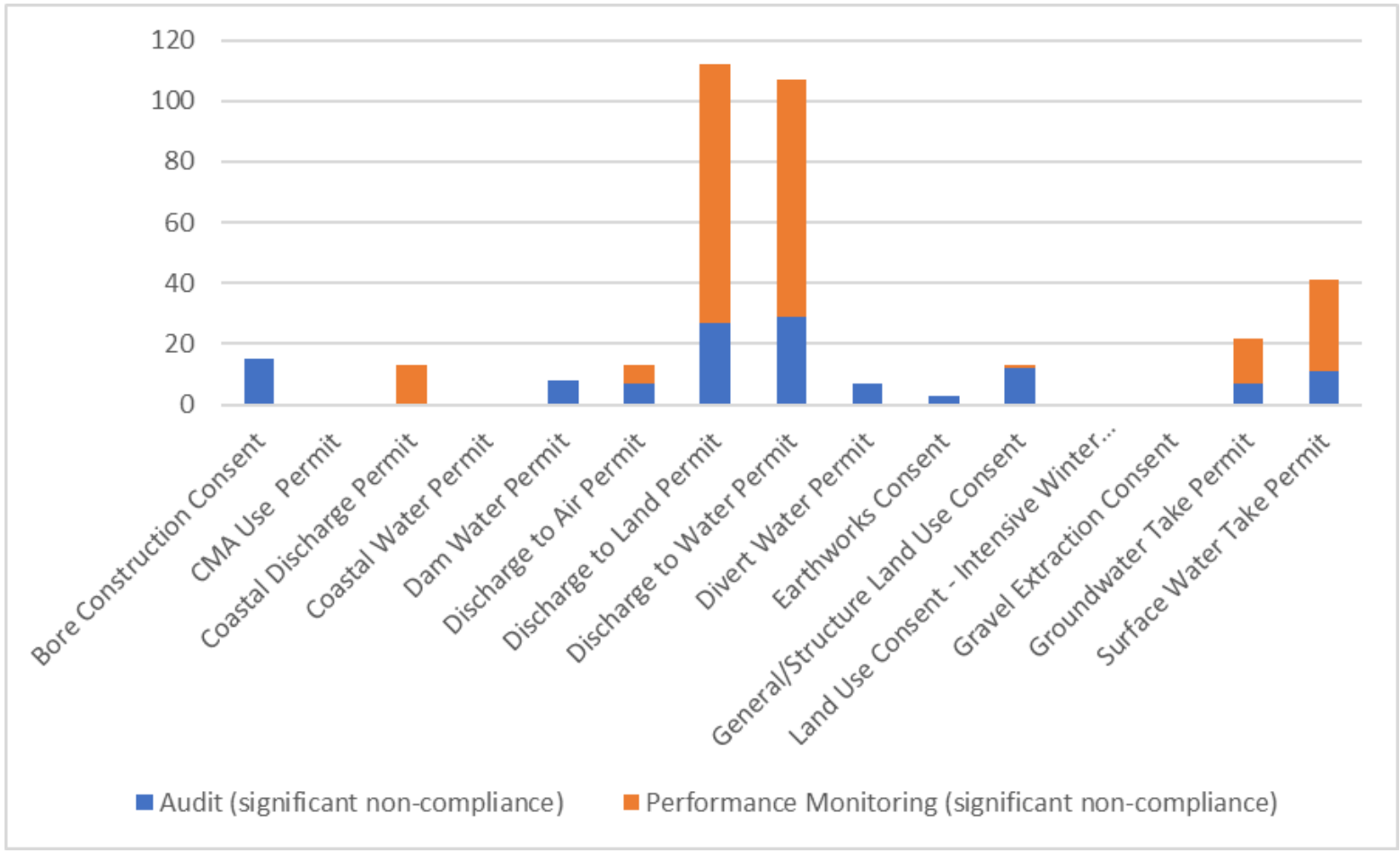
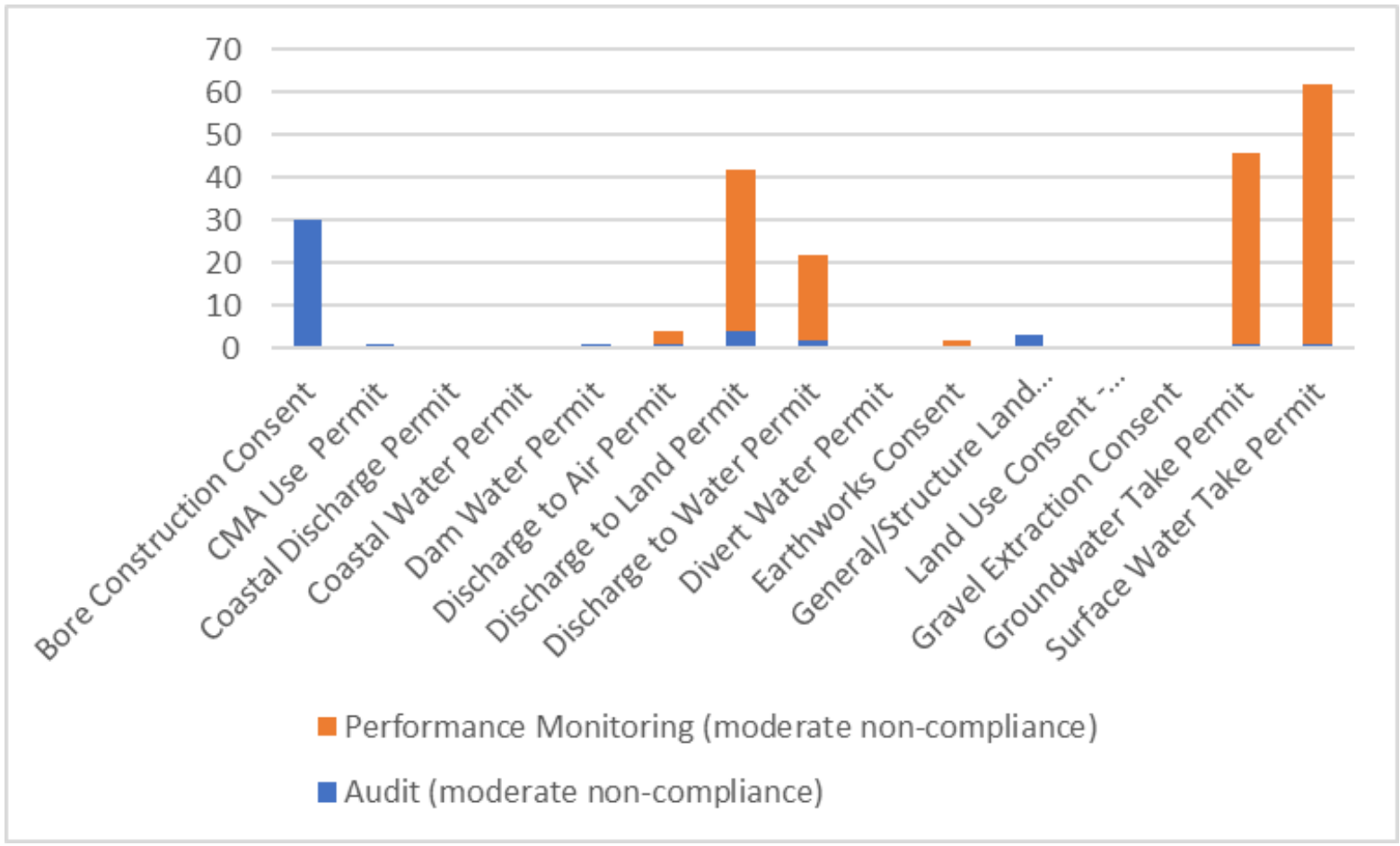


Figure 14: Moderate Non-Compliance by Consent Type



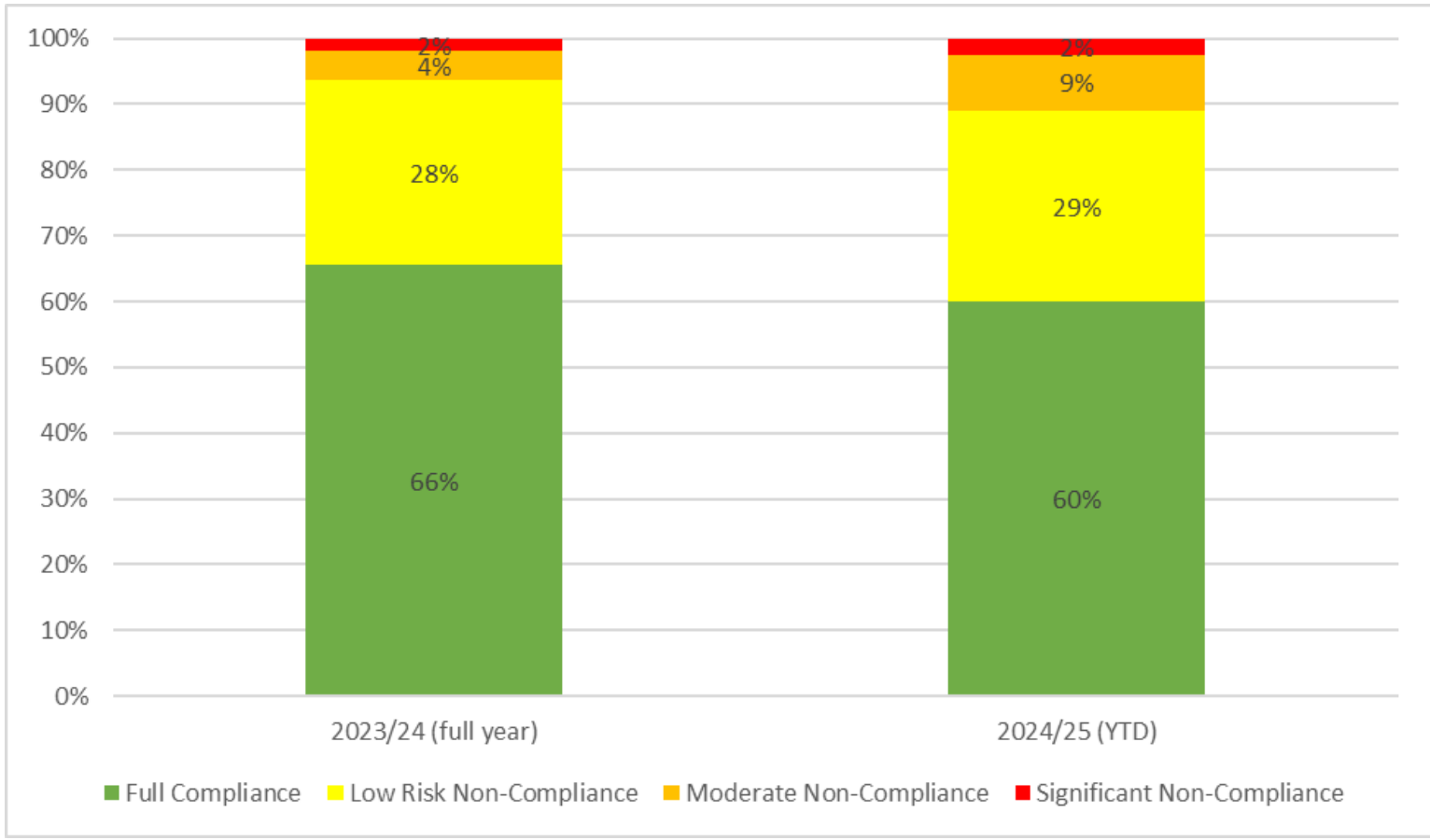
[29] Map 3 of Attachment 1 shows the spread of consents that have been audited throughout Otago in the period from 1 July 2024 to 30 April 2025.

Dairy Compliance Programme

[30] The 2024/25 Dairy Inspection Compliance Project is seasonal and commenced in October 2024. In the period 1 July 2024 to 31 January 2025, 151 dairy audits have been

completed with most farms considered either fully compliant (64%), or low risk non-compliance (24%).

Figure 15: Dairy Audit Grades Year on Year



Commercial Forestry

[31] In the period from 1 July 2024 to 30 April 2025, Council received 139 forestry notifications. This is under the National Environmental Standards – Commercial Forestry. Most of the forestry notifications related to afforestation and replanting activities. To prioritise inspecting higher risk activities, following notification, ORC Compliance staff undertake a compliance risk assessment. For high-risk notifications, on-site inspections are undertaken where appropriate to check compliance on-the-ground.

[32] In the period from 1 July 2024 to 30 April 2025, compliance staff have undertaken 39 forestry inspections. Notifications and inspections are shown in Figure 16 below. Compliance Staff to focus on high-risk activities.

[33] Of the sites monitored, compliance was good with 21 forestry sites graded fully compliant and 8 forestry sites graded low-risk non-compliance. 8 forestry sites were graded moderate non-compliance, and 2 forestry sites were graded significant non-compliance. The main reasons for non-compliance related to limited and/or lack of sediment controls, sediment discharges, lack of stabilisation and slash left in a flow path. These matters were followed up by staff and corrective actions were made by the forestry operators. Gradings for these activities are shown in figure 17 below. The level of compliance has dropped slightly from this period last year; however, this is based on a small sample size of only 39 inspections.

[34] Compliance staff actively engage with the forestry sector to encourage best practice in forestry management. This includes regular correspondence and information on forestry rules and participating in a Southern Forestry Environmental Working Group.

[35] Te uru Kahika's (Regional Sector Group) Compliance Special Interest Group established a Forestry Working Group this year. The purpose of the forestry working group is to support consistent interpretation and implementation of the NES-CF, and standardisation of forestry inspection assessments. Council compliance staff actively participate in the forestry working group, including undertaking a review of forestry inspection reports across regional councils who monitor forestry activities.

Figure 16: Forestry Notifications and Inspections

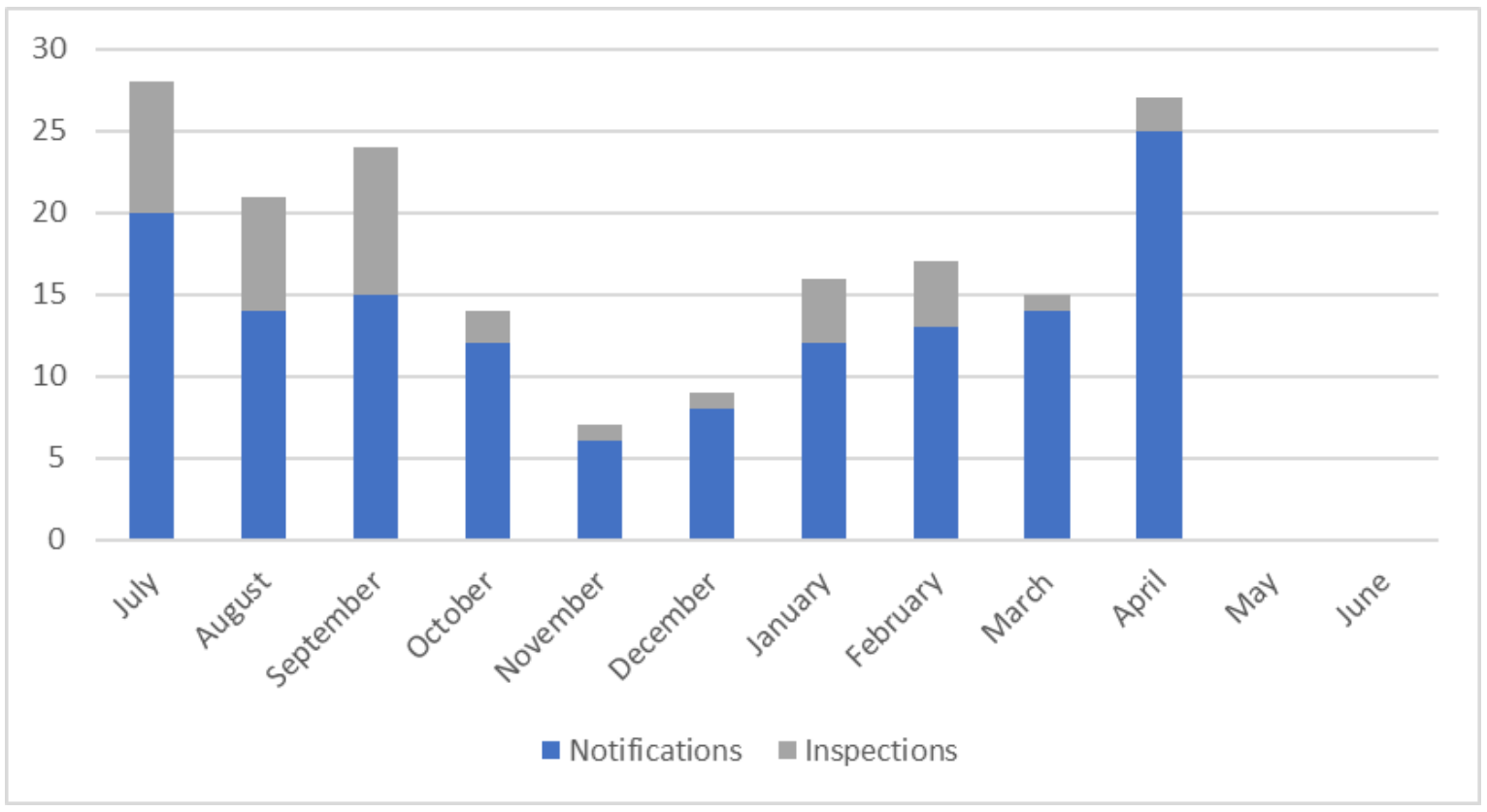
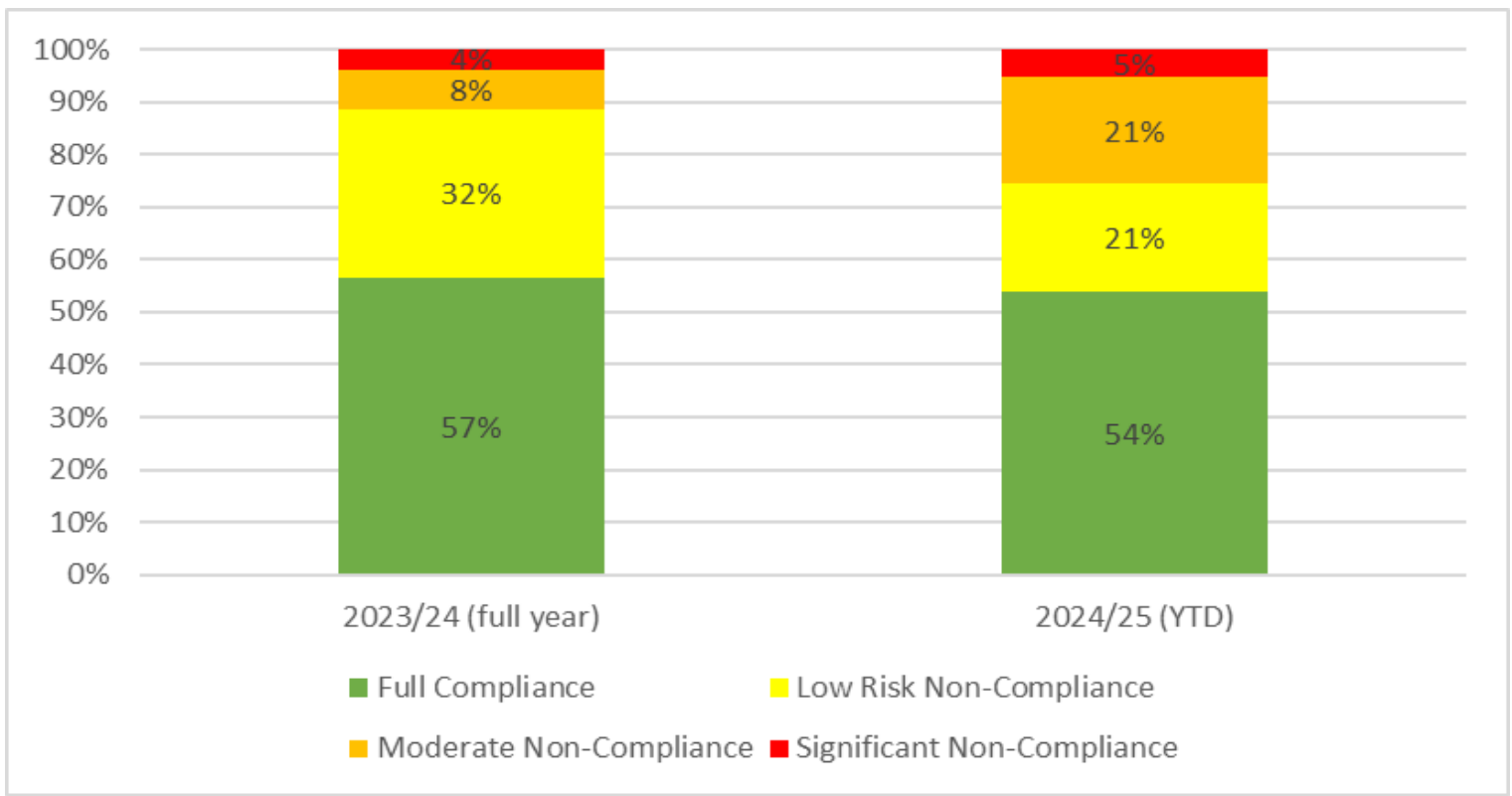


Figure 17: Forestry Inspection Grades Year on Year

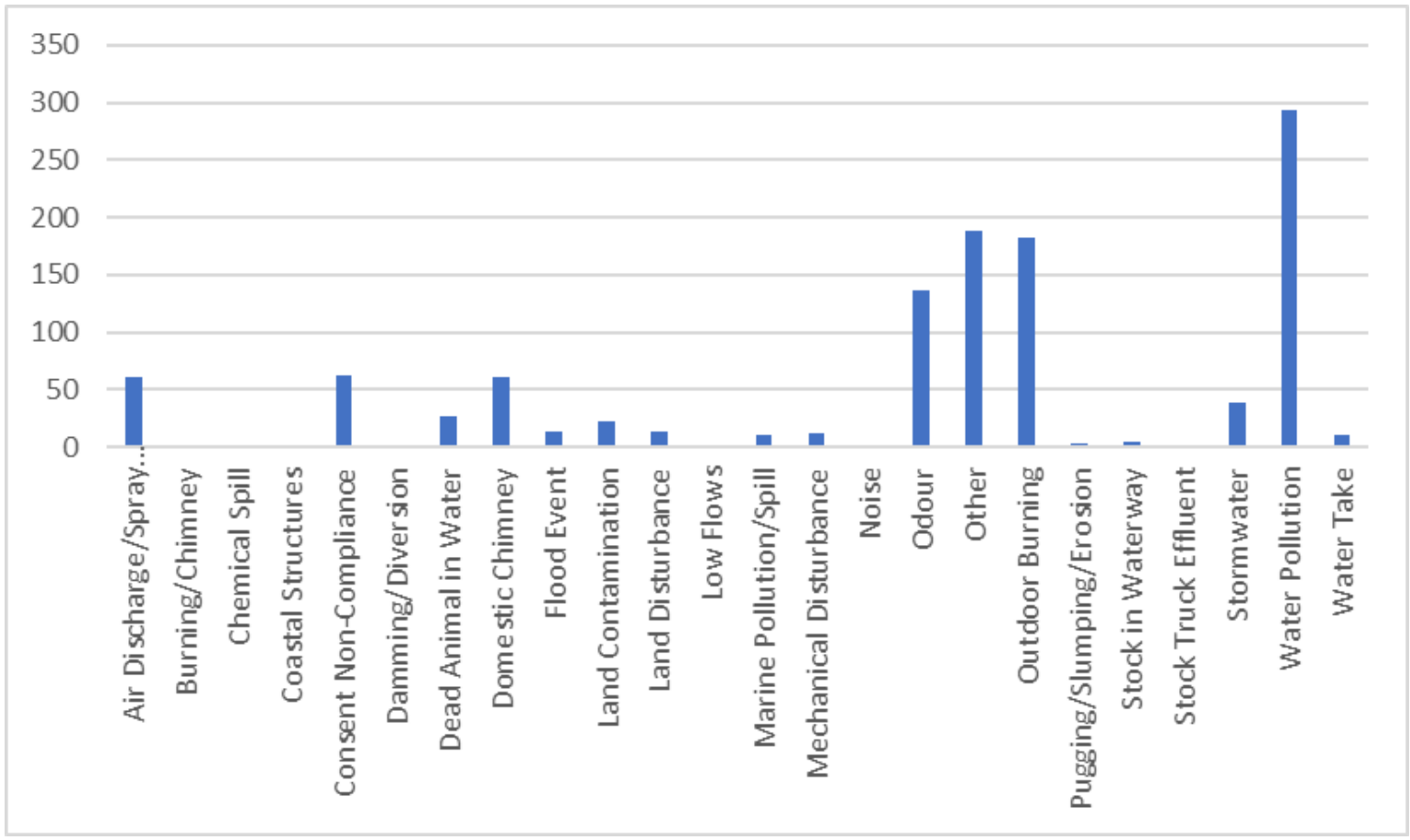


Environmental pollution incidents

[36] In the period from 1 July 2024 to 30 April 2025, 1154, service requests were received on the pollution response hotline, resulting in 844 incidents being generated. The most common reasons for requests related to water pollution (294), outdoor burning (184),

and odour (136). These numbers are broadly similar to those recorded in the same period in the previous year (1112 requests, relating to 936 incidents).

Figure 18: Pollution Complaints by Type

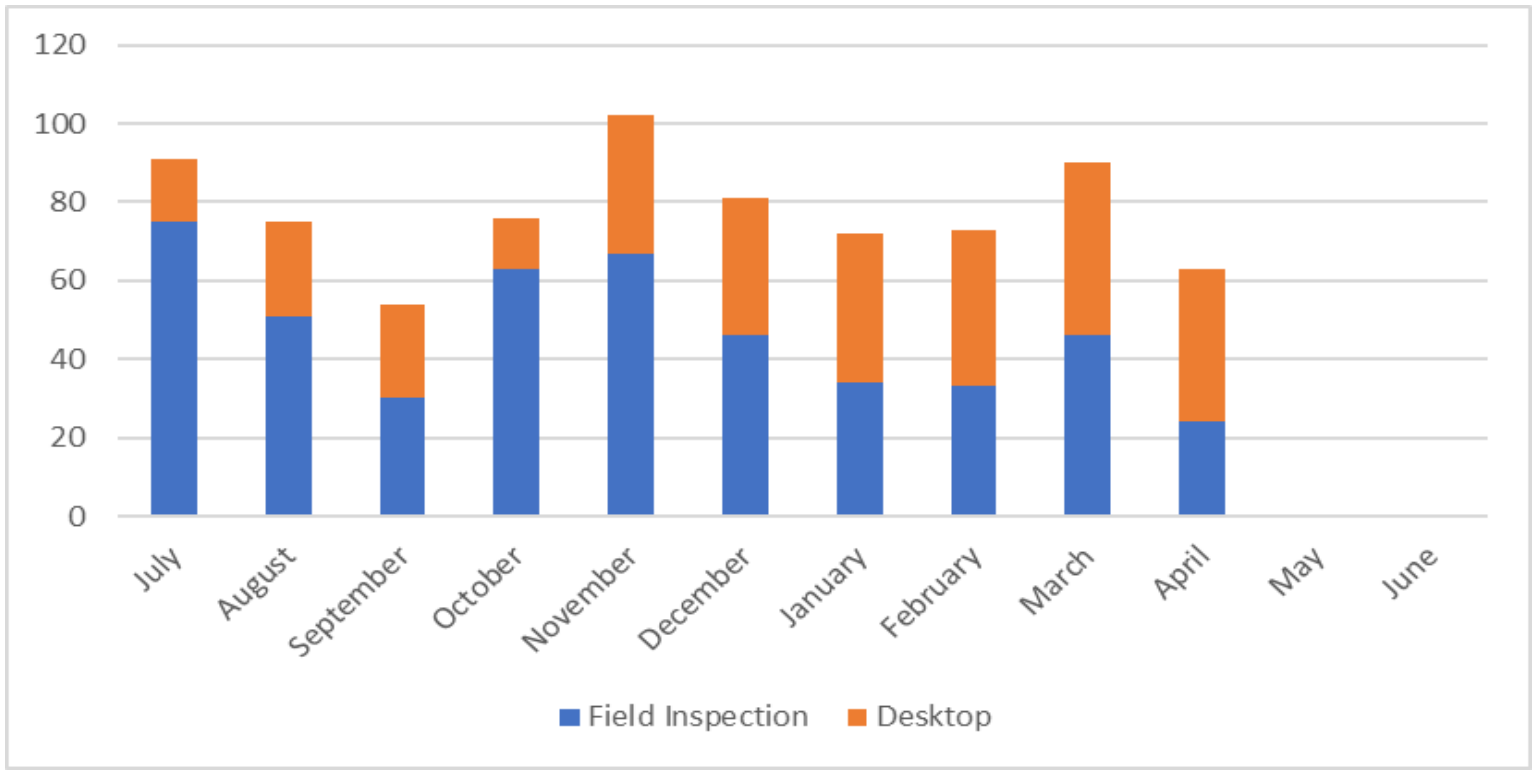


[37] The 24/7 pollution response service was maintained in the period from 1 July 2024 to 30 April 2025.

[38] Map 5 of Attachment 1 shows pollution incidents have occurred throughout the region. Figures 18 and 19 below show when the incidents were reported and the type of incident.

[39] The majority (64%), of the pollution incidents required a field inspection to assess compliance and investigate, and 36% of the pollution incidents were resolved through desktop analysis.

Figure 19: Incident Response Type



Investigations and enforcement action

[40] In the period from 1 July 2024 to 30 April 2025 Council issued 90 formal enforcement actions, including 51 infringement notices, 35 abatement notices, 1 enforcement order application and 3 formal warnings.

[41] Map 6 of Attachment 1 indicates the location of the incidents related to the formal enforcement action. It should be noted that some incidents resulted in multiple enforcement actions. For example, issuing multiple infringement notices to multiple parties; and issuing an abatement notice and infringement notice for the same incident.

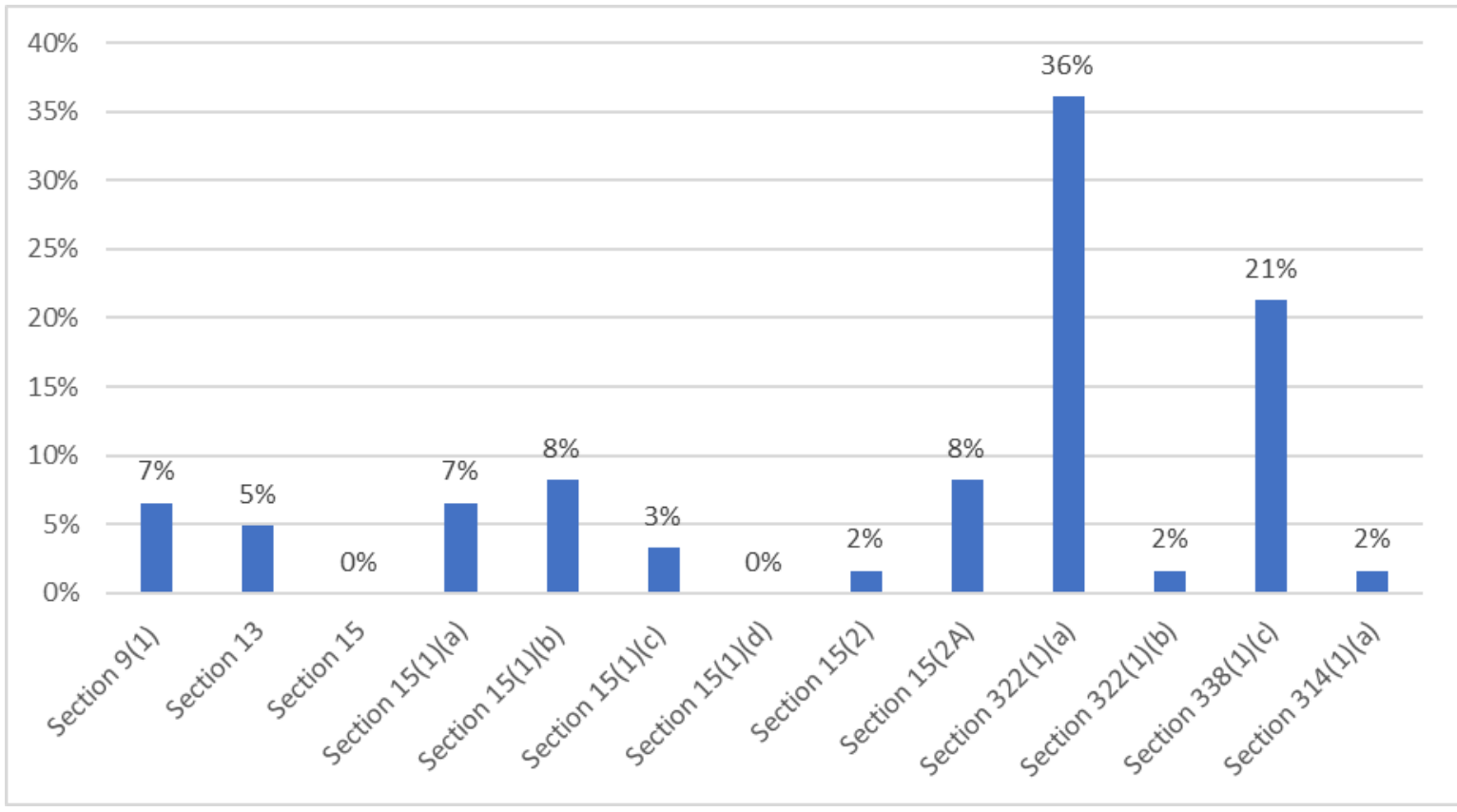
[42] In the period from 1 July 2024 to 30 April 2025 Council issued 51 infringement notices. 36 infringement notices have been paid and five were withdrawn for various reasons. Geographically the spread of infringement notices across the districts is as follows: Clutha (12), Dunedin (12), Queenstown Lakes (18) and Waitaki (8) and Central Otago (1).

[43] In the period from 1 July 2024 to 30 April 2025, Council issued 35 abatement notices. Geographically the spread of abatement notices across the districts is as follows: Central Otago (4), Clutha (9), Dunedin (10), Queenstown Lakes (5) and Waitaki (7).

[44] In the period from 1 July 2024 to 30 April 2025, 22 abatement notices have been cancelled due to compliance being met. Some of these abatement notices were issued some time ago. Council staff continue to monitor compliance with the conditions of abatement notices, and work with the parties to achieve compliance and improved environmental outcomes. Having an abatement notice cancelled reflects that compliance has been achieved and that their use has been effective.

[45] The most common RMA breaches that led to formal enforcement action in the reporting period related to contravention of abatement notices (section 338). These are shown in figure 20 and the table below it explains each breach.

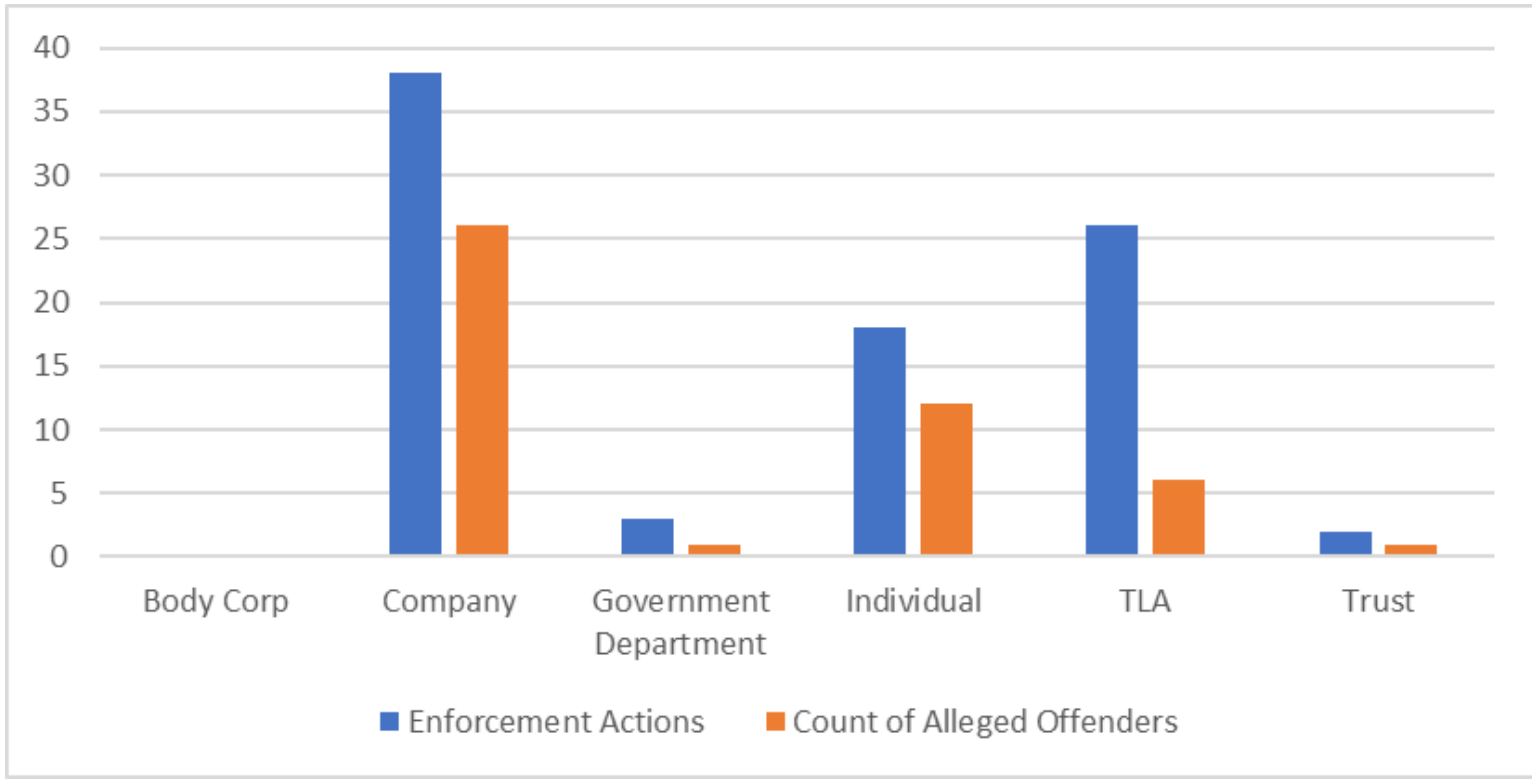
Figure 20: Enforcement Offences



Offence Description	RMA Section
Breach Restrictions On Land Use e.g Disturbance of land/discharge of contaminant to land	9
Breach Restrictions-Lake/River Bed Uses e.g. Disturb riverbed	13
Breach Water Restrictions e.g. Water take breach/Ground water take	14
Discharge Of Contaminants Water e.g. Sediment to water/WWTP discharge breaches	15(1)(a)
Discharge of Contaminants onto-into land that may result in that contaminant entering water	15(1)(b)
Discharge of Contaminates into the environment from industrial and trade premises into air	15(1)(c)
Discharge of Contaminates into the environment from industrial and trade premises onto land	15(1)(d)
Discharge Of Contaminant In On To Air Or Land e.g. Outdoor Burning	15(2) & 2A)
Duty to avoid, remedy, or mitigate adverse effects	17
Abatement Notice	322
Contravention Of Abatement Notice	338(1)(c)
Enforcement Order issued as a decision of the Environment Court	314(1)(c)

[46] In the period from 1 July 2024 to 30 April 2025 90 formal enforcement actions were taken against 26 companies, 12 individuals, six territorial authorities, one Government Department and one Trust. Some parties received multiple enforcement actions for the same incident (e.g., infringement notice and abatement notice, and some parties were involved in multiple incidents). These are shown in figure 21.

Figure 21: Enforcement by Offender Type



[47] In the period from 1 July 2024 to 30 April 2025, no prosecutions were initiated. One enforcement order was initiated.

Compliance engagement and education activities

[48] To support and enable compliance, Council compliance staff work proactively with landowners, consent holders, and the community to engage on compliance matters and educate on good practices.

[49] Some of the engagement and education activities that have been undertaken by the Compliance team since the last Regulatory Update report include:

a. Proactive communications around dairy farm audits and dairy effluent rules. Intensive winter grazing workshops have taken place.
b. Sending out educational letters in relation to domestic chimney and outdoor burning complaints.
c. Promotion of the pollution hotline through various means.

Compliance Audit and Monitoring Targets 2025/26

[50] The draft Annual Plan includes performance measures for Compliance Monitoring for the 2025-2026 year, which include:

a. Percentage of performance monitoring returns, as per the Compliance Audit and Performance Monitoring Schedule targets (90%); and
b. Percentage of programmed inspections/audits completed each year, as per the Compliance Audit and Performance Monitoring Schedule targets (90%)

[51] A draft monitoring schedule for the 2025-2026 year has been prepared, with an increase to the targets of 20%. This schedule is attached as Appendix 2.

[52] Activity against the approved Compliance Audit and Performance Monitoring Schedule will be measured as reported in quarterly reports to the Environmental Delivery Committee and reported through ORC Annual Report processes.

HARBOURMASTER

Major Incidents

[53] Council's Long-Term plan metrics include a requirement for major incidents to be reported to Council. This incident reporting is included as part of the quarterly update reports. Major incidents can be considered incidents which have the potential to result in one or more of the following:

a. Significant adverse effects to the environment.
b. Pose significant risks to health and safety; and
c.Significant navigational safety issues.

[54] No major incidents during the last period to report.

Other activities

[55] In the reporting period, the external review of Otago's navigational safety management system was undertaken, with the final report received in March 2025. This is discussed in a separate report.

[56] Drone pictures have been taken regularly over both the Karitane and Taieri Mouth Bars, to provide timely footage for persons using these locations. Pictures are uploaded to the Harbourmaster Facebook page.

[57] Planning for a Major Oil Spill exercise is underway. This will be carried out on the 22 May 2025.

[58] New vessel Identification signage has been deployed at boat ramps across our area and staff have commenced a refresh of boating safety signage around Lake Dunstan. This is targeted to be in place at the start of the next recreational boating season.

[59] In terms of collaborating with other teams, the Harbourmaster Team has been:

a. providing support for the Consents Team, collating information on coastal permits across our waterways.
b. supporting the Environmental Monitoring team with sampling and buoy maintenance on Lake Wakatipu, Lake Wānaka, Lake Hawea, Lake Hayes, and Lake Dunstan.

[60] The Harbourmaster Team attended Moana Nui festival, South Dunedin Street Festival and hosted a group of Opoho Cub Scouts for Marine week. All were a great opportunity for public engagement and boating safety education.

OPTIONS

Option one (recommended option)

[61] The Committee recommends to Council that the proposed Compliance Audit and Performance Monitoring Schedule for the 2025-26 year at Attachment Two are approved. This schedule enables clear direction for the Compliance and Environmental Delivery Data and Systems Teams and supports the implementation of the Compliance

Plan from 2023-26 that has been approved by Council. These targets are an increase on the last two years.

[62] There are no disadvantages with this option.

Option two

[63] The Committee does not recommend to Council that they approve the proposed Compliance Audit and Performance Monitoring Schedule for the 2025-2026 year at Attachment 2.

[64] There are no advantages with this option.

[65] Not approving the proposed schedule would mean no direction from the Committee and would not support the implementation of the Compliance Plan from 2023-26 that has been approved by Council.

Option three

[66] The Committee requests that Staff set revised targets for the 2025-2026 year.

[67] Advantages and disadvantages of this option would depend on the targets set.

CONSIDERATIONS

Strategic Framework and Policy Considerations

[53] There are no policy considerations.

Financial Considerations

[54] There are no financial considerations.

Significance and Engagement Considerations

[55] As this is a report for noting consideration of the Significance and Engagement Policy is not required.

Legislative and Risk Considerations

[56] A number of legislative requirements govern the activities of the Regulatory Group.

[57] There are a number of legal and reputational risks associated with the delivery of ORC's regulatory functions.

Climate Change Considerations

[58] There are no climate change considerations associated with this report.

Communications Considerations

[59] Communication with the Otago community occurs on a regular basis to educate and inform people on regulatory matters.

NEXT STEPS

[60] Regulatory activities will be reported quarterly to the Environmental Delivery Committee.

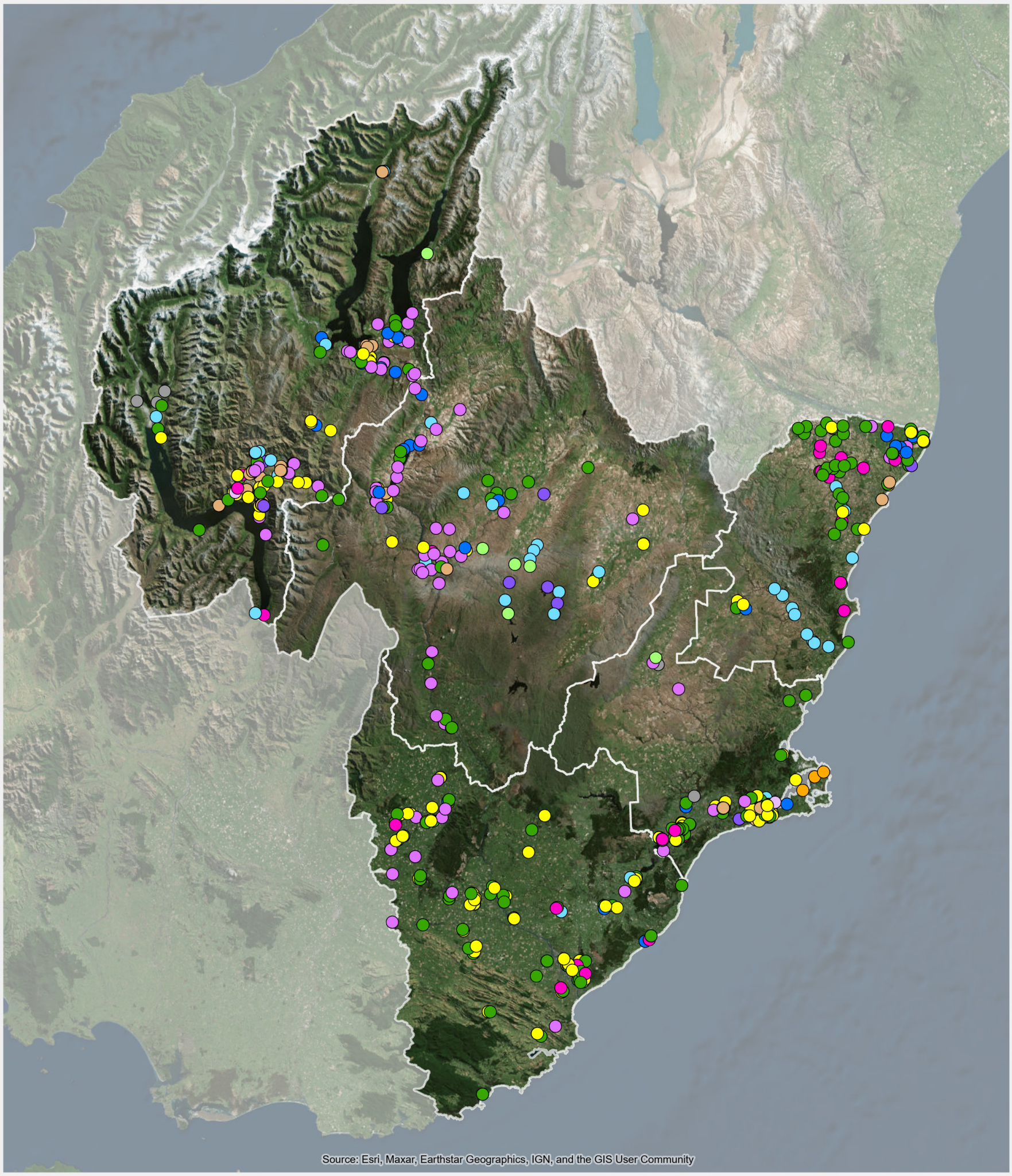
ATTACHMENTS

1. Regulatory Activity for period 1 July 2024 to 30 April 2025 [**9.7.1** - 6 pages]
2. Operational Compliance Audit and Performance Monitoring Schedule 2025 [**9.7.2** - 1 page]

Map 1 – Consents Issued

1 July 2024 to 30 April 2025

Otago Regional Council

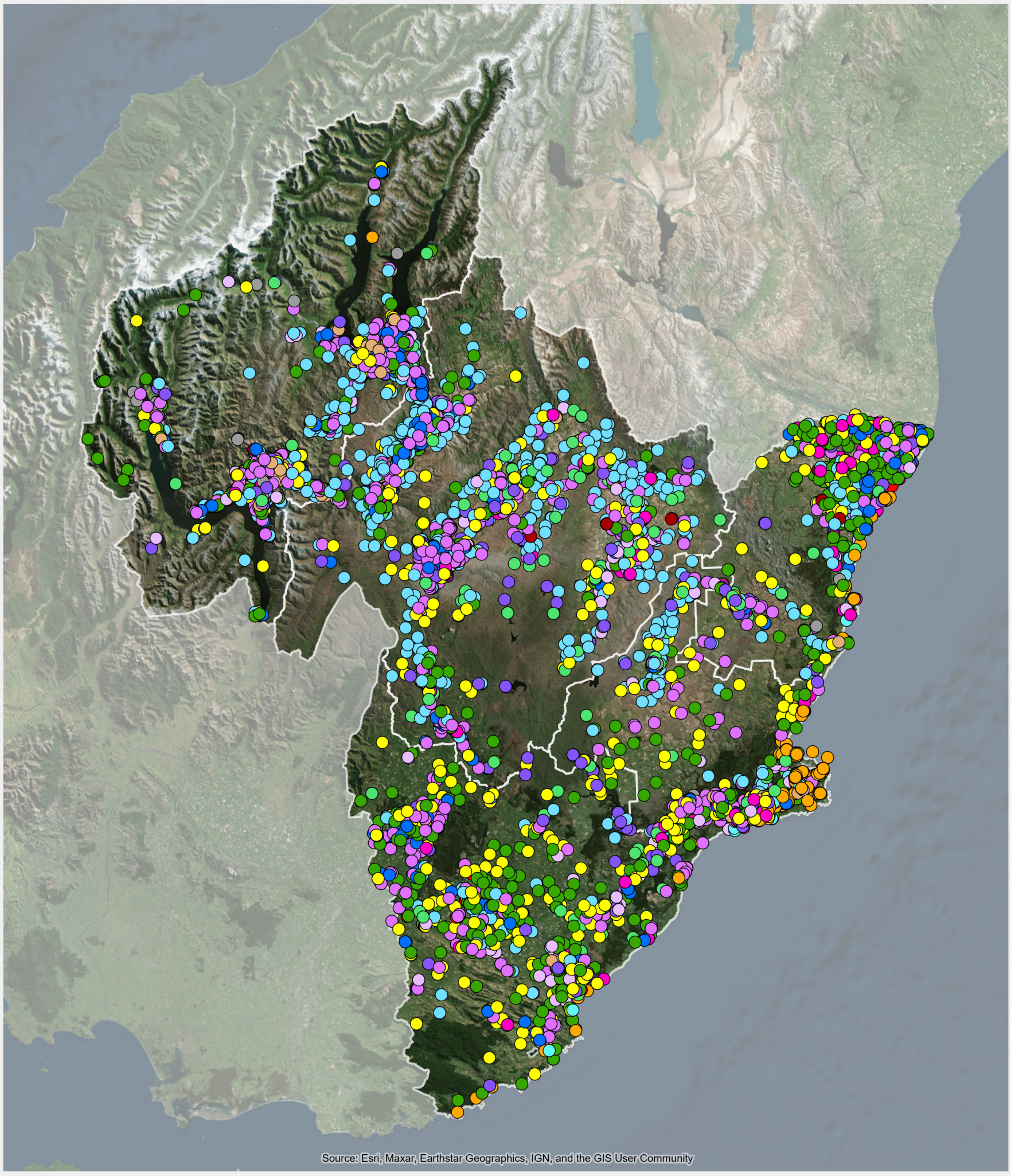


Information on this map may not be used for the purposes of any legal disputes. The user should independently verify the accuracy of any information before taking any action in reliance upon it. This map was generated for A4 printing on 5/05/2025 at the scale of 1:1,400,000.

Map 2 – Current Consents

5/05/2025

Otago Regional Council

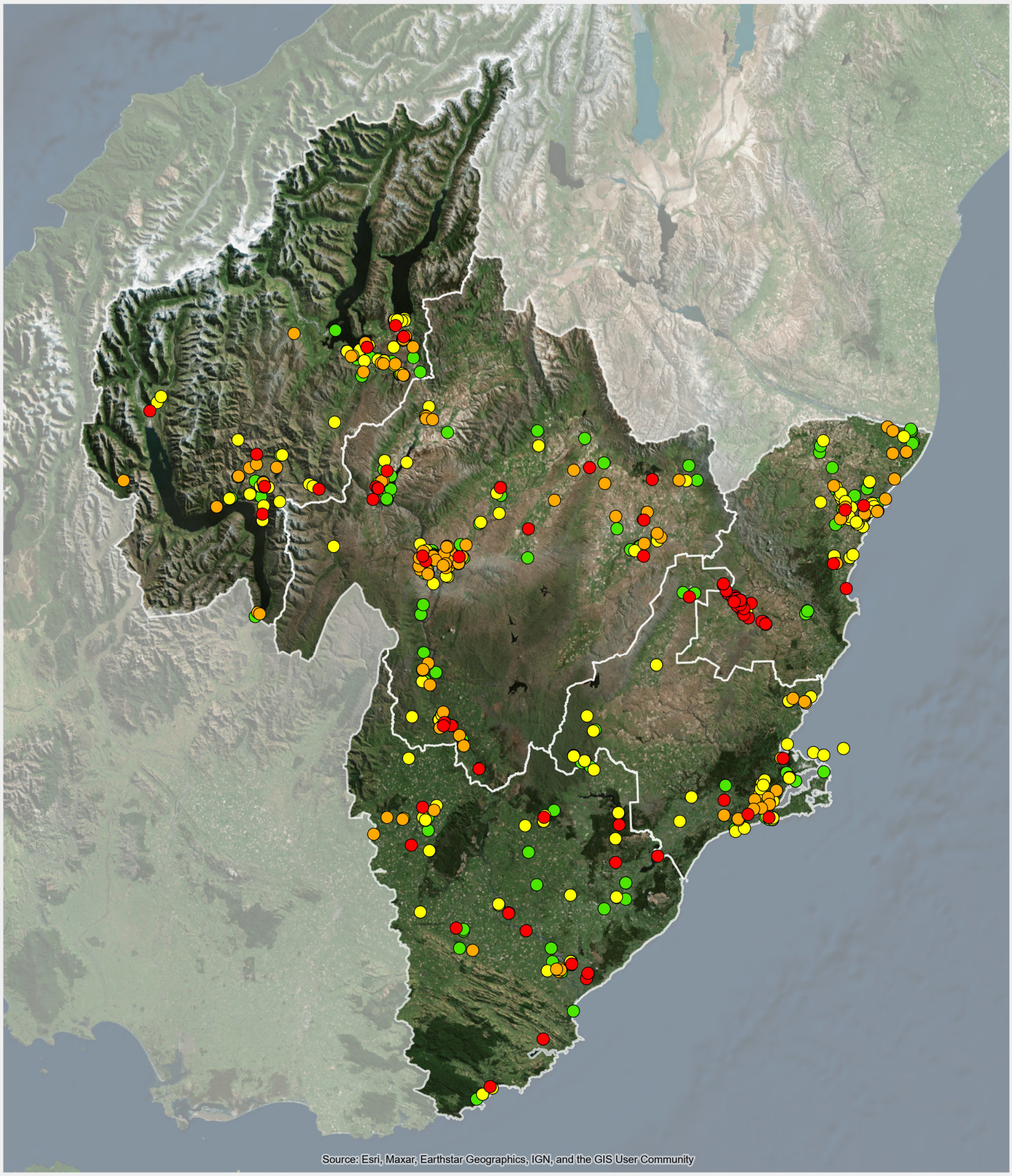


Information on this map may not be used for the purposes of any legal disputes. The user should independently verify the accuracy of any information before taking any action in reliance upon it. This map was generated for A4 printing on 5/05/2025 at the scale of 1:1,400,000.

Map 3 – Consent Audits

1 July 2024 to 30 April 2025

Otago Regional Council

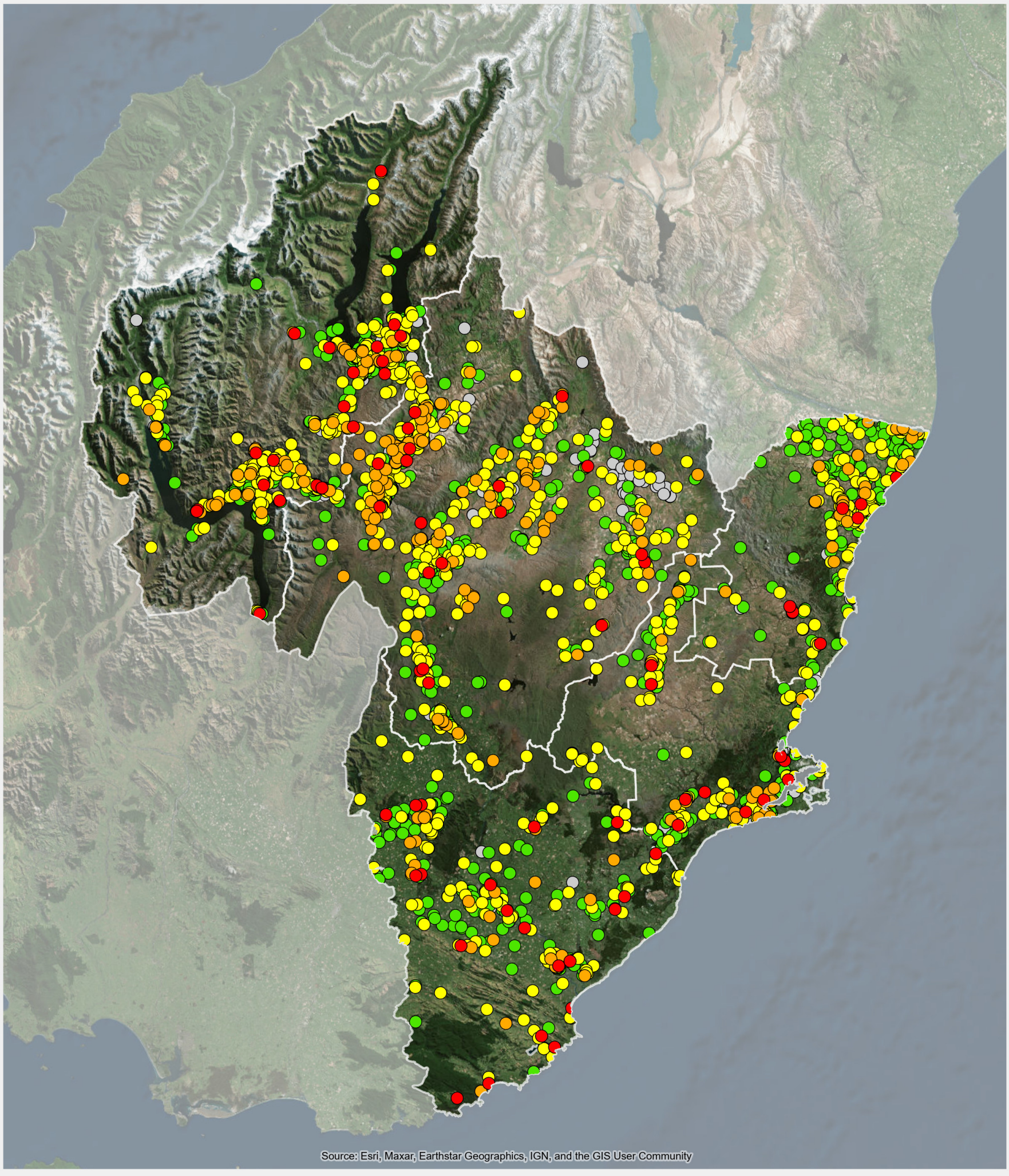


Information on this map may not be used for the purposes of any legal disputes. The user should independently verify the accuracy of any information before taking any action in reliance upon it. This map was generated for A4 printing on 5/05/2025 at the scale of 1:1,400,000.

Map 4 – Consent Performance Monitoring

1 July 2024 to 30 April 2025

Otago Regional Council



- Consent Not Yet Exercised (543)
- Full Compliance (3894)
- Low Risk Non-Compliance (2008)
- Moderate Non-Compliance (389)
- Significant Non-Compliance (222)

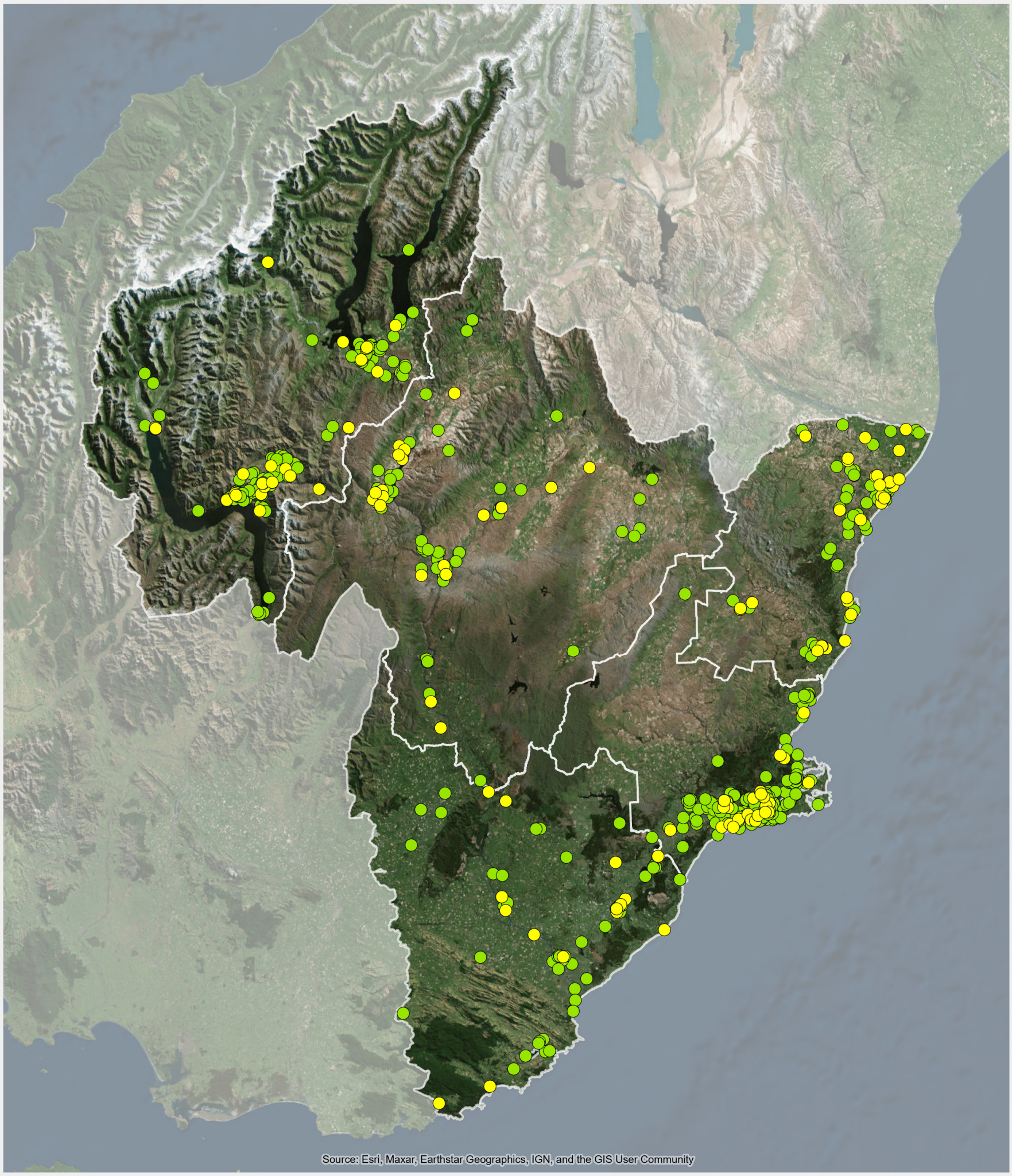
0 15 30 60
Kilometres

Information on this map may not be used for the purposes of any legal disputes. The user should independently verify the accuracy of any information before taking any action in reliance upon it. This map was generated for A4 printing on 5/05/2025 at the scale of 1:1,400,000.

Map 5 – Incidents

1 July 2024 to 30 April 2025

Otago Regional Council

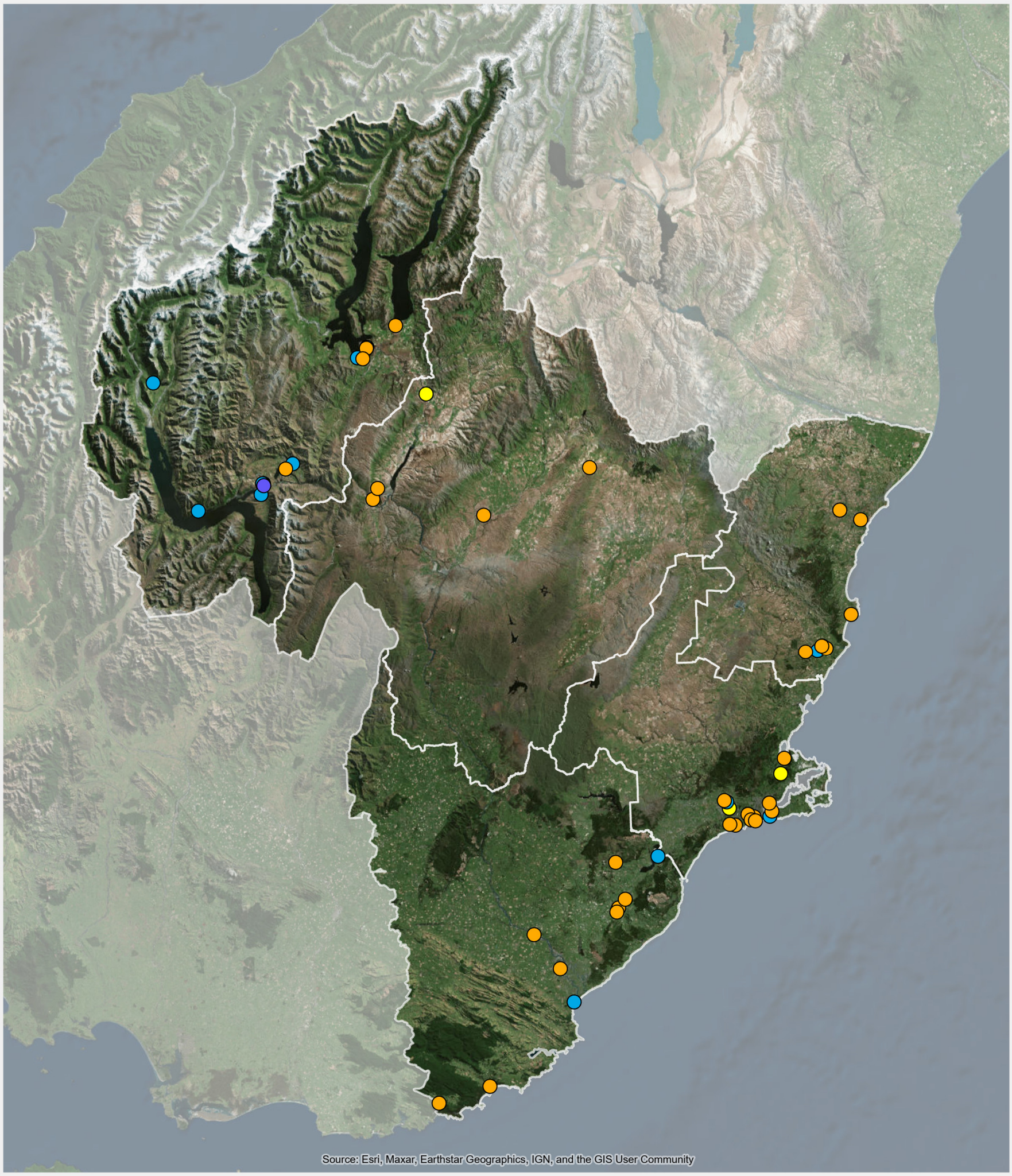


Information on this map may not be used for the purposes of any legal disputes. The user should independently verify the accuracy of any information before taking any action in reliance upon it. This map was generated for A4 printing on 5/05/2025 at the scale of 1:1,400,000.

Map 6 – Enforcement Actions

1 July 2024 to 30 April 2025

Otago Regional Council



Information on this map may not be used for the purposes of any legal disputes. The user should independently verify the accuracy of any information before taking any action in reliance upon it. This map was generated for A4 printing on 5/05/2025 at the scale of 1:1,400,000.

Compliance Audit and Performance Monitoring Schedule 2025-26

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Planned performance monitoring grades	**700**	**700**	**700**	**700**	**700**	**500**	**500**	**550**	**550**	**550**	**550**	**550**	**7,250**
Audits/inspections	**70**	**70**	**115**	**125**	**125**	**105**	**105**	**115**	**115**	**100**	**100**	**80**	**1,225**
Type of audits/inspections by priority as identified in the Compliance Plan 2023-26													
Priority 1: Permitted activity dairy programme and forestry, discharges to water, earthworks, winter grazing	20	21	40	50	50	40	35	50	45	38	32	25	446
Priority 2: District council consents, landfills, power generation and other large-scale activities	35	35	40	48	40	45	45	40	35	40	40	40	483
Priority 3: Water take consents and water flows during dry periods	7	7	32	20	30	20	15	20	27	20	20	8	226
Priority 4: Monitoring regionally significant wetlands, culverts and dams/other structures	3	2	3	2					3	2	3	2	25
Priority 5: Monitoring industrial air discharges	5	5					5				5	5	25
Priority 6: Monitoring coastal structures				5	5			5	5				20

*Total consents planned for monitoring (including grading of information, audits and inspections) in 2025-26 is 3,000.