

Out of scope

-----Original Message-----

From: Cynthia Ward [mailto:Cynthia.Ward@kaingaora.govt.nz]
Sent: 27 January 2022 12:45 PM
To: Jason.chan@hud.govt.nz [mailto:Jason.Chan@hud.govt.nz]
CC: Graeme Broderick [mailto:Graeme.Broderick@kaingaora.govt.nz], Nirav Amin [mailto:Nirav.Amin@kaingaora.govt.nz]
Subject: RE: Ohakune Project - Catch-up with Graeme and Cynthia

Hi Jason,

I spoke with Ree Anderson (strategic advisor - consultant for RDC) on Tuesday to gauge her view on RDC's capability and capacity to support KOHC with CIP reporting. She advised that Ewen Skinner is supporting RDC with the reporting on **Out of Scope** and the reporting was working out OK. However, in this case, with the Ohakune Community Housing project being a longer project (in duration) her opinion was that a quarterly report (or 2 monthly cycle) was more doable. She noted that this CIP project had a number of project elements – subdivision/land development/master planning/relationship management - and specific third party relationship partners with RDC and Ngati Rangī – so landing a reporting cycle that was practical and achievable, and not too onerous, would be important for all interests.

So, all in all, her sentiment is that this project might benefit from utilising a different, extended reporting cycle. I also understood that Ewen would be the likely conduit for providing project management reporting information to Kāinga ora on this new project.

I hope this advice is helpful for your further consideration.

Thanks and regards
 Cynthia

From: Cynthia Ward
Sent: Friday, 21 January 2022 4:28 PM
To: Jason Chan
Cc: Graeme Broderick
Subject: RE: Ohakune Project - Catch-up with Graeme and Cynthia

Hi Jason,

Further to our engagement discussion on Wednesday, I've reached out to Ree Anderson to glean information around RDC, iwi partners and the build interest. She is speaking with the CE, Clive Manly today and checking his potential availability to meet with the key project partners early in the new year.

I hope to have further advice to report back to you Tuesday afternoon, covering the partner capability and capacity of local government, the status and health of iwi relationship, information about meeting cycles/frequency to underpin advice on the reporting aspects.

Thanks and regards
 Cynthia

From: Jason Chan [mailto:Jason.Chan@hud.govt.nz]
Sent: Friday, 14 January 2022 11:39 AM
To: Karen Winchcombe [mailto:Karen.Winchcombe@kaingaora.govt.nz]
Cc: Cynthia Ward [mailto:Cynthia.Ward@kaingaora.govt.nz]
Subject: Re: Ohakune Project - Catch-up with Graeme and Cynthia

0000000000 You don't often get email from jason.chan@hud.govt.nz. [Learn why this is important](#)
 Thank you, Karen - the 10 am slot works best for me.

Jason Chan ([he/him](#))
 Senior Adviser | Crown Entity Performance and Monitoring
 Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development



He kāinga ora, he hapori ora - our purpose is thriving communities where everyone has a place to call home.

From: Karen Winchcombe Karen.Winchcombe@kaingaora.govt.nz
Sent: Friday, January 14, 2022 11:36 AM
To: Jason Chan Jason.Chan@hud.govt.nz
Cc: Cynthia Ward Cynthia.Ward@kaingaora.govt.nz
Subject: Ohakune Project - Catch-up with Graeme and Cynthia

Hi Jason

Graeme and Cynthia's calendars are available on Wednesday 19 January at 10am-11.00am; or at 1.00pm-2.00pm. Would either of these times suit you?

Kind regards
Karen

From: Graeme Broderick Graeme.Broderick@kaingaora.govt.nz
Sent: Wednesday, 12 January 2022 2:53 PM
To: Jason Chan Jason.Chan@hud.govt.nz; Nirav Amin Nirav.Amin@kaingaora.govt.nz
Cc: Karen Winchcombe Karen.Winchcombe@kaingaora.govt.nz; Cynthia Ward Cynthia.Ward@kaingaora.govt.nz
Subject: RE: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Hi Jason,

Yes, I get Karen to set up a catch-up for us. I'll also include Cynthia Ward (our Senior Advisor Development Strategy),

Thanks

Graeme



Graeme Broderick

Regional Director
Taranaki Whanganui Manawatu

Mobile: s9(2)(a)
Email: graeme.broderick@kaingaora.govt.nz

Freephone: 0800 801 601 | Mainline: (04) 439 3000 | Kāinga Ora - Homes and Communities
PO Box 248 Palmerston North 4440 | New Zealand Government | www.kaingaora.govt.nz



From: Jason Chan Jason.Chan@hud.govt.nz
Sent: Tuesday, 11 January 2022 10:13 AM
To: Nirav Amin Nirav.Amin@kaingaora.govt.nz
Cc: Graeme Broderick Graeme.Broderick@kaingaora.govt.nz
Subject: RE: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Thanks Nirav,

Graeme – lovely to e-meet you, could we organise for a call or zoom soon so that we can kick things off?

Jason Chan (he/him)

Senior Adviser – Crown Entity Performance and Monitoring
Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development



[IN-CONFIDENCE:RELEASE EXTERNAL]

From: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Sent: Monday, 10 January 2022 2:38 pm
To: Jason Chan Jason.Chan@hud.govt.nz>
Cc: Graeme Broderick Graeme.Broderick@kaingaora.govt.nz>
Subject: RE: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Hi Jason,

Happy New Year to you mate.

With regards to the Ohakune project, this will be run by Graeme (Cc'd) and his team.

Cheers

Nirav Amin

Urban Development - Delivery

Mobile: s9(2)(a)

Email: nirav.amin@kaingaora.govt.nz



Mainline: (09) 261 5050 | Kāinga Ora - Homes and Communities
PO BOX 84143, Mt. Maunganui 0657 | New Zealand Government | www.kaingaora.govt.nz

From: Jason Chan Jason.Chan@hud.govt.nz>
Sent: Monday, 10 January 2022 11:27 AM
To: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Subject: RE: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Hi Nirav,

Happy new year mate, hope you had a good break with the family.

I'm looking at wrapping the Ohakune project into our regular monitoring processes and there are a couple of things I need from CIP and KO, mainly project information. Is the Ohakune project something that you will be looking after on KO side? If not, could you please put my in touch with the relevant person?

Cheers,

Jason Chan (he/him)



[IN-CONFIDENCE:RELEASE EXTERNAL]

From: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Sent: Friday, 17 December 2021 10:56 am
To: Jason Chan Jason.Chan@hud.govt.nz>; Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>
Subject: RE: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Enjoy the well deserved break everyone! Catch you all next year.

Cheers

Nirav Amin

Urban Development - Delivery

Mobile: s9(2)(a)
Email: nirav.amin@kaingaora.govt.nz



Mainline: (09) 261 5054 | Kāinga Ora - Homes and Communities
PO BOX 84143 Auckland 0657 | New Zealand Government | www.kaingaora.govt.nz

From: Jason Chan Jason.Chan@hud.govt.nz>
Sent: Friday, 17 December 2021 10:47 am
To: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>; Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Subject: RE: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Have a well-deserved break Ritashna, Nirav – see you both in the new year!

Jason Chan (he/him)
Senior Adviser Crown Entity Performance and Monitoring
Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development



[IN-CONFIDENCE:RELEASE EXTERNAL]

From: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>
Sent: Friday, 17 December 2021 10:40 am
To: Nick Manning (Crown Infrastructure) Nick.Manning@crowinfrastructure.govt.nz>; Nirav Amin Nirav.Amin@kaingaora.govt.nz>; Jason Chan Jason.Chan@hud.govt.nz>
Cc: Felicity Thurston Felicity.Thurston@hud.govt.nz>
Subject: Re: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Happy holidays all
Catchup in the new year.

Regards
Ritashna

Get [Outlook for iOS](#)

From: Nick Manning (Crown Infrastructure) Nick.Manning@crowinfrasturcture.govt.nz>
Sent: Friday, December 17, 2021 10:30:38 AM
To: Nirav Amin Nirav.Amin@kaingaora.govt.nz>; Jason Chan Jason.Chan@hud.govt.nz>
Cc: Felicity Thurston Felicity.Thurston@hud.govt.nz>; Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>
Subject: RE: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Thanks Nirav, that sounds good.

Felicity, if you link up with Jason I'm sure he can take you through the MHUD side of things.

Any queries please let me know.

Have a great break all and merry Christmas!

Cheers
Nick

Nick Manning
GM Government and Industry Affairs | Crown Infrastructure Partners
Level 10 | HSBC Tower | 188 Quay Street | Auckland
PO Box 105321 | Auckland 1143
Mob **s9(2)(a)**

Infrastructure for Aotearoa
Hanga Ngātahi

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Partners

From: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Sent: Thursday, 16 December 2021 10:38 am
To: Nick Manning (Crown Infrastructure) Nick.Manning@crowinfrasturcture.govt.nz>; Jason Chan Jason.Chan@hud.govt.nz>
Cc: Felicity Thurston Felicity.Thurston@hud.govt.nz>; Ritashna.Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>
Subject: RE: Kāinga Ora / CIP / MHUD Shovel Ready Meeting

Hi Nick,

Happy to and have moved this afternoon's meeting to Jan 27th. Give me a call if there is anything in particular you would like to discuss this side of Christmas.

With regards to the new project, that's exciting. However this project would sit outside of our teams remit within Kāinga Ora to deliver. I have however reached out to Graeme and Cynthia to offer our assistance in setting up the agreement, reporting requirement, funding drawdown etc.

Cheers

Nirav Amin

Urban Development - Delivery

Mobile: **s9(2)(a)**
Email: nirav.amin@kaingaora.govt.nz



Out of scope

-----Original Message-----

From: Jeremy Holman (Crown Infrastructure) [mailto:jeremy.holman@crowninfrastructure.govt.nz]
Sent: 19 July 2022 12:51 PM
To: Tanja Ritson [mailto:Tanja.Ritson@kaingora.govt.nz]
Subject: RE: Meeting request to finalise Ohakune Housing Project

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I can do any of those – preference would be Tuesday

Jeremy Holman
 General Manager Infrastructure Delivery
 Crown Infrastructure Partners Ltd
 Phone: 942226

From: Tanja Ritson
Sent: Tuesday, 19 July 2022 12:26 pm
To: Jeremy Holman (Crown Infrastructure); Jason.Chan@hud.govt.nz
Subject: Meeting request to finalise Ohakune Housing Project

Good day,

On behalf of Nirav Amin, Cynthia Ward, Rachael Hurzeier and other members from Kāinga Ora I have been requested to coordinate a meeting to finalise arrangements on the Ohakune Housing Project

Please advise at your earliest convenience if any of the below dates/times would suit your schedule:

- Tuesday 2nd August, 12:00 to 13:00
- Wednesday 3rd August, 14:30 to 15:30
- Friday 5th August, 10:30 – 11:30

The meeting will be held via MS Teams

Thanking you in advance



Tanja Ritson

EA to Neil Mayo and Commercial Team Coordinator

Mobile: 942226
 Email: tanja.ritson@kaingora.govt.nz

Kāinga Ora - Homes and Communities
 Catalina Workshops- 3 Boundary Road, Hobsonville, Auckland 1013
 PO BOX 94143 Westgate Auckland 0616 | New Zealand Government | www.kaingora.govt.nz

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Ohakune Housing Project

Sent: 19 July 2022 3:58 PM

From: [Tanja Ritson](#)

Required:

[Nirav Amin](#); [Cynthia Ward](#); [Ritashna Maharaj-Chand](#); [Marin Surgenor](#); [Russell Allen](#); [Rachael Hurzeler](#); Jason.chan@hud.govt.nz; Jackie.Field@hud.govt.nz; carla.wellington@hud.govt.nz; Jeremy.Holman@Crowninfrastructure.govt.nz

Location: Microsoft Teams Meeting

Note:

Note: This Message was sent with Low Importance.

Start Time: 2 August 2022 12:00 PM

End Time: 2 August 2022 1:00 PM

Time Zone: (UTC+12:00) Auckland, Wellington

Thank you all.

We will aim to have an agenda circulated prior to the meeting given it has been such a long time since contact.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or join by entering a meeting ID

Meeting ID: 446 050 940 666

Passcode: 

Or call in (audio only)

[+64 4-280 7347 842539965#](tel:+6442807347842539965) New Zealand, Wellington

Phone Conference ID: 842 539 965#

[Find a local number](#) | [Reset PIN](#)

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-----Original Message-----

From: Naila D'Souza (Crown Infrastructure) [mailto:naila.dsouza@crowinfrastructure.govt.nz]
Sent: 25 July 2022 2:29 PM
To: Nirav Amin [mailto:Nirav.Amin@kaingaora.govt.nz]
Subject: RE: June Reporting

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Hi Nirav,

Tranche 14 attached.

Cheers
 Naila

From: Nirav Amin
Sent: Monday, 25 July 2022 9:16 am
To: Naila D'Souza (Crown Infrastructure)
Subject: FW: June Reporting

Morning Naila,

Are you able to share the document where the below snip has been taken from?

Cheers
 Nirav

From: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz>
Sent: Monday, 25 July 2022 9:13 AM
To: Marin Surgenor Marin.Surgenor@kaingaora.govt.nz>; Nirav Amin Nirav.Amin@kaingaora.govt.nz>; Cynthia Ward Cynthia.Ward@kaingaora.govt.nz>
Cc: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>; Russell Allen Russell.Allen@kaingaora.govt.nz>; Tanja Ritson Tanja.Ritson@kaingaora.govt.nz>
Subject: RE: June Reporting

Hi, we don't have it. Nirav – can you please ask for it or happy for me to?
 R

From: Marin Surgenor Marin.Surgenor@kaingaora.govt.nz>
Sent: Monday, 25 July 2022 8:58 AM
To: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz>; Nirav Amin Nirav.Amin@kaingaora.govt.nz>; Cynthia Ward Cynthia.Ward@kaingaora.govt.nz>
Cc: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>; Russell Allen

Russell.Allen@kaingaora.govt.nz>; Tanja Ritson Tanja.Ritson@kaingaora.govt.nz>

Subject: RE: June Reporting

Hi all

Would it be possible to get a copy of the full document that has been snipped by Naila below? It would be really helpful to have a record of the document (Ministerial Briefing?) that confirms the grant of funding to Kāinga Ora for the Ohakune project, so I can ensure the Development Agreement between the Council and Kāinga Ora is as fulsome as possible.

48. Agree to approve the release of \$5.2m of Crown funds to MHUD and Kāinga Ora as a grant for the delivery of the Ohakune Social Housing Project:

Agree / Disagree

Do we already have this or could someone ask Naila?

Ngā mihi

Marin

Marin Surgenor (he/him)

Senior Legal Counsel – Property
People, Governance and Capability

Mobile: s9(2)(a)

marin.surgenor@kaingaora.govt.nz



Freephone: 0800 801 601 | Mainline: (04) 439 3000 | Kāinga Ora–Homes and Communities
PO Box 2628, Wellington 6140 | New Zealand Government | www.kaingaora.govt.nz

From: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz>

Sent: Tuesday, 19 July 2022 10:28 AM

To: Nirav Amin Nirav.Amin@kaingaora.govt.nz>; Cynthia Ward Cynthia.Ward@kaingaora.govt.nz>

Cc: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>; Marin Surgenor Marin.Surgenor@kaingaora.govt.nz>; Russell Allen Russell.Allen@kaingaora.govt.nz>; Tanja Ritson Tanja.Ritson@kaingaora.govt.nz>

Subject: RE: June Reporting

Thanks Nirav.

Tanja – can you please set up a mtg for Russell Allen, Marin Surgenor and myself to meet with CIP and MHUD below to finalise arrangements on Ohakune Housing Project.

First week of August would be good pls.



Rachael Hurzeler

Director Business Development
Chief Commercial Office
Commercial Group

Mobile: s9(2)(a)

Email: rachael.hurzeler@kaingaora.govt.nz

Kāinga Ora - Homes and Communities
Catalina Workshops- 3 Boundary Road, Hobsonville, Auckland 0618
PO BOX 84143 Westgate Auckland 0616 | New Zealand Government | www.kaingaora.govt.nz

From: Nirav Amin Nirav.Amin@kaingaora.govt.nz
Sent: Tuesday, 19 July 2022 10:24 AM
To: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz; Cynthia Ward Cynthia.Ward@kaingaora.govt.nz
Cc: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz; Marin Surgenor Marin.Surgenor@kaingaora.govt.nz
Subject: RE: June Reporting

Hi Rachael,

Contacts as per below.

CIP - jeremy.holman@crowinfrastructure.govt.nz
MHUD - Jason.Chan@hud.govt.nz

Cheers
Nirav

From: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz
Sent: Tuesday, 19 July 2022 10:08 AM
To: Nirav Amin Nirav.Amin@kaingaora.govt.nz; Cynthia Ward Cynthia.Ward@kaingaora.govt.nz
Cc: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz; Marin Surgenor Marin.Surgenor@kaingaora.govt.nz
Subject: RE: June Reporting

Hi Nirav,

We are just about ready to zone back in to the CIP funding to get this tidied up and signed off.
Who at CIP/ HUD do we connect with?

Rachael

From: Nirav Amin Nirav.Amin@kaingaora.govt.nz
Sent: Tuesday, 19 July 2022 9:10 AM
To: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz; Cynthia Ward Cynthia.Ward@kaingaora.govt.nz
Cc: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz
Subject: FW: June Reporting

Morning Rachel/Cynthia,

Hope you're well!

Any update on the Ohakune Social Housing Project? CIP are after an update.

Cheers

Nirav

From: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Sent: Tuesday, 19 July 2022 8:46 AM
To: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Subject: RE: June Reporting

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Good Moring Nirav,

Hope all well at your end. Is Ohakune Social Housing Project contracted?

48. Agree to approve the release of \$5.2m of Crown funds to MHUD and Kāinga Ora as a grant for the delivery of the Ohakune Social Housing Project:

Agree / Disagree

Thank you,

Naila D'souza
Infrastructure Programme Analyst | Crown Infrastructure Partners Ltd
L10 | 188 Quay Street | Auckland
PO Box 105321 | Auckland 1143
PH: s9(2)(a)

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Hanga Ngātahi



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From: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Sent: Tuesday, 12 July 2022 11:51 am
To: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Subject: RE: June Reporting

Hi Naila,

No worries, we will issue by COB Monday 18th July.

Thanks
Nirav

From: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Sent: Tuesday, 12 July 2022 11:15 AM
Subject: June Reporting

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Good Morning,

We are nearing June quarterly and we need have the reports ready to the Minister's without any delays, therefore please ensure the June report in updated and submitted on time. Please also attach progress photos.

Let me know if you have any issues.

Thank you.

Naila D'souza

Infrastructure Programme Analyst | Crown Infrastructure Partners Ltd

L10 | 188 Quay Street | Auckland

PO Box 105321 | Auckland 1143

PH: s9(2)(a)



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-----Original Message-----

From: Jeremy Holman (Crown Infrastructure) [mailto:jeremy.holman@crowinfrasturcture.govt.nz]

Sent: 5 August 2022 11:01 AM

To: Nirav Amin [mailto:Nirav.Amin@kaingaora.govt.nz], Nick Manning (Crown Infrastructure) [mailto:Nick.Manning@crowinfrasturcture.govt.nz]

CC: Ritashna Maharaj-Chand [mailto:Ritashna.Maharaj-Chand@kaingaora.govt.nz], Naila D'Souza (Crown Infrastructure) [mailto:naila.dsouza@crowinfrasturcture.govt.nz]

Subject: RE: Check on Ohakune social housing project

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thanks for the confirmation

Jeremy Holman

General Manager Infrastructure Delivery

Crown Infrastructure Partners Ltd

Phone: s9(2)(a)

From: Nirav Amin

Sent: Friday, 5 August 2022 10:49 am

To: Nick Manning (Crown Infrastructure)

Cc: Jeremy Holman (Crown Infrastructure) ; Ritashna.Maharaj-Chand

Subject: RE: Check on Ohakune social housing project

Hi Nick

We had a catchup meeting last week with MHUD & CIP regarding this. This hasn't been contracted yet with MHUD however is expected to be by Oct.

Cheers

Nirav

From: Nick Manning (Crown Infrastructure) Nick.Manning@crowinfrasturcture.govt.nz>

Sent: Friday, 5 August 2022 9:53 AM

To: Nirav Amin Nirav.Amin@kaingaora.govt.nz>

Cc: Jeremy Holman (Crown Infrastructure) jeremy.holman@crowinfrastructure.govt.nz>

Subject: Check on Ohakune social housing project

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Hi Nirav

Out of scope

Could you pls let us know if the Ohakune social housing project has now been contracted at your end?

(I recall this one was a KO managed project but let me know if not **Out of scope**)

Thanks

Nick

Nick Manning

GM Government and Industry Affairs | Crown Infrastructure Partners

Level 10 | HSBC Tower | 188 Quay Street | Auckland

Mobile **s9(2)(a)**

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-----Original Message-----

From: Asha Kjaersgaard [mailto:asha.kjaersgaard@crowinfrastucture.govt.nz]
Sent: 25 August 2022 4:30 PM
To: Jeremy Holman (Crown Infrastructure) [mailto:jeremy.holman@crowinfrastucture.govt.nz], Kate Broadhurst (Crown Infrastructure) [mailto:kate.broadhurst@crowinfrastucture.govt.nz]
CC: Nirav Amin [mailto:Nirav.Amin@kaingaora.govt.nz], Jason Chan [mailto:Jason.Chan@hud.govt.nz]
Subject: Re: HUD IRG Ruapehu Housing - Advice on Milestones

You don't often get email from asha.kjaersgaard@crowinfrastucture.govt.nz. [Learn why this is important](#)

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Will have a chat with Kate and organise something

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From: Jeremy Holman (Crown Infrastructure)
Sent: Thursday, August 25, 2022 1:44:37 PM
To: Kate Broadhurst (Crown Infrastructure) ; Asha Kjaersgaard
Cc: Nirav Amin ; Jason Chan
Subject: HUD IRG Ruapehu Housing - Advice on Milestones
 Hi Kate and Asha

CIP has a small IRG social housing project with Ruapehu DC (soon to finished). HUD also have a IRG housing project with Ruapehu DC (soon to start)

Jason (cc'd) at HUD is working his way through the funding agreement for their IRG project and would appreciate a call with you about what works/what doesn't etc. in terms of milestones for similar projects. I suspect RDC doesn't have a large working capital.

Can you reach to Jason and set up a call with him

Jeremy Holman
 General Manager Infrastructure Delivery
 Crown Infrastructure Partners Ltd
 L10 HSBC Tower | 188 Quay Street | Auckland

PO Box 105321 | Auckland 1143

Phone: s9(2)(a)

jeremy.holman@crowinfrastructure.govt.nz

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-----Original Message-----

From: Susan Barker [mailto:Susan.Barker@kaingaora.govt.nz]

Sent: 15 September 2022 4:45 PM

To: Tanya Hansen (Crown Infrastructure) [mailto:tanya.hansen@crowinfrastucture.govt.nz]

Subject: RE: Ruapehu DC projects

Lovey to chat to you as well and very relieved we are on the same page.

Will definitely keep you in the loop.

Have a great evening!

Susan

From: Tanya Hansen (Crown Infrastructure)

Sent: Thursday, 15 September 2022 3:30 PM

To: Susan Barker

Subject: Ruapehu DC projects

You don't often get email from tanya.hansen@crowinfrastucture.govt.nz. [Learn why this is important](#)

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Hi Susan

Nice talking to you just now. I'm pleased we're both on the same page re: events and announcements!

Please keep in contact with me once you know the Tei Tei Drive project is signed, **Out of Scope**

Thanks and kind regards

Tanya

Tanya Hansen

Stakeholder and Communications Manager | Crown Infrastructure Partners Ltd

L10 188 Quay Street | Auckland

PO Box 105321 | Auckland 1143

s9(2)(a)

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-----Original Message-----

From: Jason Chan [mailto:Jason.Chan@hud.govt.nz]

Sent: 22 September 2022 10:19 AM

To: Marin Surgenor [mailto:Marin.Surgenor@kaingaora.govt.nz]

Subject: RE: Ohakune Social Housing Project

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Hi Marin,

Checking in to see where Kāinga Ora are at with this, hope all is well.

Jason Chan [\(he/him\)](#)

Senior Adviser - Crown Entity Performance and Monitoring
Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development

jason.chan@hud.govt.nz Mobile: [s9\(2\)\(a\)](#)

www.hud.govt.nz 7 Waterloo Quay, Wellington



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He kāinga ora, he hapori ora - our purpose is thriving communities where everyone has a place to call home.

[IN-CONFIDENCE]

From: Jason Chan

Sent: Thursday, 25 August 2022 1:50 pm

To: Marin Surgenor

Cc: Rachael Hurzeler ; Deborah McFarlane

Subject: RE: Ohakune Social Housing Project

Thank you, Marin. I don't have an expert view of the reasonableness of progress. Crown Infrastructure Partners (as the ultimate monitors) are happy to provide a view for me.

With this in mind, are you able to provide through a timeline that I can review with CIP? I'll get this work through with them next week.

Jason Chan ([he/him](#))

Senior Adviser - Crown Entity Performance and Monitoring
Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development

jason.chan@hud.govt.nz Mobile: [s9\(2\)\(a\)](#)

<!--[if !vml]--> <!--[endif]--> <!--[if !vml]--> <!--[endif]--> <!--[if !vml]--> <!--[endif]-->
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Te Kāinga Ora, he hānau ora - our purpose is thriving communities where everyone has a place to call home.

From: [Marin Surgenor](mailto:Marin.Surgenor@kaingaora.govt.nz) <Marin.Surgenor@kaingaora.govt.nz>

Sent: Thursday, 25 August 2022 10:15 am

To: Jason Chan <Jason.Chan@hud.govt.nz>

Cc: Rachael Hurzeler <Rachael.Hurzeler@kaingaora.govt.nz>; Deborah McFarlane <Deborah.McFarlane@hud.govt.nz>

Subject: RE: Ohakune Social Housing Project

Hi Jason

Thanks for your feedback.

My understanding of how the Milestones work is that there needs to be defined dates for the Completion Date column in the Milestones table below. The general terms of the funding agreement states:

1.5. HUD may suspend Funding immediately on becoming aware that:

- a) Kāinga Ora fails to meet a Project Milestone by the applicable **Completion Date** set out in **Part C of Schedule 1** (as may be amended in accordance with clause 3.17) and such failure has not been remedied within a period which HUD in its sole discretion believes is reasonable;

So we need to put something more specific than "Stage 2" alongside Final Design and Consent, and then we need further dates or timeframes for each of the other Milestones (i.e. Construction - 25%, etc.).

Does HUD have a view on how quickly Kāinga Ora should be progressing on these

milestones once the project is started in December 2022? Or do you need us to provide you with dates that we think are reasonable for us to unlock each stage of the funding?

Ngā mihi
Marin

Marin Surgenor (he/him)

Senior Legal Counsel – Property
People, Governance and Capability
Mobile: s9(2)(a)
marin.surgenor@kaingaora.govt.nz



Freephone: 0800 801 601 | Mainline: (04) 439 3000 | Kāinga Ora—Homes and Communities
PO Box 2628, Wellington 6140 | New Zealand Government | www.kaingaora.govt.nz

From: Jason Chan Jason.Chan@hud.govt.nz
Sent: Tuesday, 23 August 2022 1:53 PM
To: Marin Surgenor Marin.Surgenor@kaingaora.govt.nz; Deborah McFarlane Deborah.McFarlane@hud.govt.nz
Cc: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz
Subject: RE: Ohakune Social Housing Project

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Hi Marin,

Apologies for the delay in getting back to you. Its been hectic here on multiple fronts.



I can confirm that we are happy with the approach to milestones. You also left a comment in the draft contract for the amendment to the milestone/stages (below). My preference is that we leave it as is (Stage 2 - Final Design and Consent).

Completion Date	Project Milestone	Maximum Payment Milestone NZD\$ plus GST (if any)	Percentage of Total Project Costs
01.12.2022	Startup	\$780,000.00	15%
[insert]	Final Design and Consent	\$520,000.00	10%
[insert]	Construction – 25%	\$780,000.00	15%
[insert]	Construction – 50%	\$1,560,000.00	30%
[insert]	Construction – 75%	\$1,040,000.00	20%
[insert]	Project Final	\$520,000.00	10%
Totals cumulative		\$5,200,000.00	100%
Total Project Costs		\$5,200,000.00	

MS Marin Surgenor
Can we insert something generic here, like '3 months from Startup'?

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Jason Chan (he/him)

Senior Adviser – Crown Entity Performance and Monitoring
Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development
jason.chan@hud.govt.nz Mobile: s9(2)(a)
  www.hud.govt.nz 7 Waterloo Quay, Wellington



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[IN-CONFIDENCE:RELEASE EXTERNAL]

From: Marin Surgenor Marin.Surgenor@kaingaora.govt.nz>
Sent: Tuesday, 23 August 2022 11:54 am
To: Deborah McFarlane Deborah.McFarlane@hud.govt.nz>; Jason Chan Jason.Chan@hud.govt.nz>
Cc: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz>
Subject: RE: Ohakune Social Housing Project

Hi Jason and Deb

Any chance you have an update on this matter?

Ngā mihi
Marin

Marin Surgenor (he/him)

Senior Legal Counsel – Property
People, Governance and Capability
Mobile: s9(2)(a)
marin.surgenor@kaingaora.govt.nz



Freephone 0800 801 601 | Mainline: (04) 439 3000 | Kāinga Ora—Homes and Communities
PO Box 2528, Wellington 6140 | New Zealand Government | www.kaingaora.govt.nz

From: Deborah McFarlane Deborah.McFarlane@hud.govt.nz>
Sent: Tuesday, 9 August 2022 10:42 AM
To: Marin Surgenor Marin.Surgenor@kaingaora.govt.nz>; Jason Chan Jason.Chan@hud.govt.nz>
Cc: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz>
Subject: RE: Ohakune Social Housing Project

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Thanks very much Marin – good to hear from you!

Jason let me know when you'd like to have a chat about this.

Kind regards

DEB MCFARLANE
SENIOR SOLICITOR

Legal Services | Organisational Performance | Ministry of Housing and Urban Development
Deborah.McFarlane@hud.govt.nz | s9(2)(a)
Level 7, 7 Waterloo Quay, Wellington
www.hud.govt.nz

Please note I work Monday to Thursday

Our safety and well-being mantra is: See, Fix, Care



This message may contain information that is confidential or legally privileged.

From: Marin Surgenor Marin.Surgenor@kaingaora.govt.nz
Sent: Tuesday, 2 August 2022 4:16 pm
To: Jason Chan Jason.Chan@hud.govt.nz
Cc: Deborah McFarlane Deborah.McFarlane@hud.govt.nz; Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz
Subject: Ohakune Social Housing Project

Hi Jason

Thanks for your time earlier today.

As discussed, we are looking to formalise the grant of funding from HUD to Kāinga Ora for the Ohakune Social Housing Project. This funding was approved by the IRG Ministers in December 2021 pursuant to the **attached** Briefing (refer in particular to Recs 45-49, page 26 and Annex Three).

In recent months, our primary focus has been on preparing a Sale and Development Agreement between Housing New Zealand Build Limited (a subsidiary of Kāinga Ora) and the Ruapehu District Council. This agreement provides for Kāinga Ora to enter onto the Council's land at Teitei Drive, Ohakune to complete the infrastructure works and thereafter purchase the stage 1 "super lot" for delivery of 44 homes (with a mixture of public housing, worker-rental and price-capped market homes). This agreement is nearing finalisation, with execution expected by October this year.

On the funding side, we understand HUD's position is that a stand-alone "Shovel Ready" funding agreement will be needed for this project, as it cannot simply be added as a variation to earlier funding agreements between HUD and Kāinga Ora. I was provided with a copy of one of those earlier funding agreements and have endeavoured to adapt it to this Ohakune project. The **attached** copy of the agreement is our first draft which we wish to provide to HUD for review. We are particularly interested in your view on the payment milestones provided for in Part C of Schedule 1, as we have started with a fairly generic/macro-level description of the milestones.

Thank you for confirming that my old colleague, Deborah, is your legal point of contact for this matter. I understand that she did try to reach out to a member of our wider legal team earlier in the year, but we were focussed at the time on engagement with RDC before getting our heads around the funding side.

I have copied in our Business Development Director, Rachael Hurler, who is the current project-lead for this matter. Rachael and I would be happy to answer any questions you or Deborah may have regarding the project and we otherwise look forward to receiving your thoughts on the funding agreement in due course.

Ngā mihi
Marin

Marin Surgenor (he/him)

Senior Legal Counsel – Property
People, Governance and Capability
Mobile: s9(2)(a)
marin.surgenor@kaingaora.govt.nz



Freephone: 0800 801 601 | Mainline: (04) 439 3000 | Kāinga Ora—Homes and Communities
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-----Original Message-----

From: Nirav Amin [mailto:Nirav.Amin@kaingaora.govt.nz]
Sent: 25 November 2022 9:43 AM
To: Naila D'Souza (Crown Infrastructure) [mailto:naila.dsouza@crowinfrasturcture.govt.nz]
Subject: RE: June Reporting

Hi Naila,

As discussed, please see attached email from MHUD re the Ohakune project.

Agreement had been issued to CIP for their comments on a couple of sections. This is now back with HUD who will issue to Kāinga Ora legal to address the comments.

Cheers
 Nirav

From: Naila D'Souza (Crown Infrastructure)
Sent: Friday, 25 November 2022 8:22 AM
To: Nirav Amin
Subject: RE: June Reporting

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Hi Nirav,

Hope all well at your end. Any updates on Ohakune contract?

Thank you
 Naila

From: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Sent: Tuesday, 19 July 2022 10:26 am
To: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Subject: RE: June Reporting

Hi Naila,

This hasn't been contracted yet, likely to be in the next couple of months.

Cheers
 Nirav

From: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Sent: Tuesday, 19 July 2022 8:46 AM
To: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Subject: RE: June Reporting

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Good Moring Nirav,

Hope all well at your end. Is Ohakune Social Housing Project contracted?

48. Agree to approve the release of \$5.2m of Crown funds to MHUD and Kāinga Ora as a grant for the delivery of the Ohakune Social Housing Project;

Agree / Disagree

Thank you,

Naila D'souza
Infrastructure Programme Analyst | Crown Infrastructure Partners Ltd
L10 | 188 Quay Street | Auckland
PO Box 105321 | Auckland 1143
PH: s9(2)(a)

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Hanga Ngātahi



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From: Nirav Amin Nirav.Amin@kaingaora.govt.nz>
Sent: Tuesday, 12 July 2022 11:51 am
To: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Subject: RE: June Reporting

Hi Naila

No worries, we will issue by COB Monday 18th July.

Thanks
Nirav

From: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Sent: Tuesday, 12 July 2022 11:15 AM
Subject: June Reporting

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Good Morning,

We are nearing June quarterly and we need have the reports ready to the Minister's without any delays, therefore please ensure the June report in updated and submitted on time. Please also attach progress photos.

Let me know if you have any issues.

Thank you,

Naila D'souza

Infrastructure Programme Analyst | Crown Infrastructure Partners Ltd

L10 | 188 Quay Street | Auckland

PO Box 105321 | Auckland 1143

PH: s9(2)(a)



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From: [Jason Chan](#)
To: [Nirav Amin](#)
Subject: Fw: Ohakune shovel ready agreement - KO/Ruapehu DC
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)
[Outlook-Graphical.png](#)
[Outlook-Graphical.png](#)

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Hey Nirav,

Just to loop you in, this is the current state of the Ohakune project. There are quite a few suggestions for the Funding Agreement to work through. I'll send it all to Marin and cc you in.

As below, I am leaving HUD shortly, **Out of Scope**

I don't yet have a handover person on my side but someone will be in contact with you, possibly in the new year.

Jason Chan ([he/him](#))

Senior Adviser : Crown Entity Performance and Monitoring
 Te Tuapapa Kura Kainga - Ministry of Housing and Urban Development

Graphical user interface, website  Description automatically generated



From: Jason Chan <Jason.Chan@hud.govt.nz>
Sent: Thursday, November 24, 2022 4:43 PM
To: Kate Broadhurst (Crown Infrastructure) <kate.broadhurst@crowinfrastucture.govt.nz>;
 Asha Kjaersgaard <asha.kjaersgaard@crowinfrastucture.govt.nz>
Cc: Jeremy Holman (Crown Infrastructure) <jeremy.holman@crowinfrastucture.govt.nz>
Subject: Re: Ohakune shovel ready agreement - KO/Ruapehu DC

Thank you so much to you both for the substantive comments. I'll share these with HUD Legal and back to Marin at KO to work through all of your great suggestions.

Just as an FYI, **Out of Scope**

Out of Scope

Jason Chan [\(he/him\)](#)

Senior Adviser - Crown Entity Performance and Monitoring
Te Tuapapa Kura Kainga - Ministry of Housing and Urban Development

[Graphical user interface, website](#) [?](#) [?](#) Description automatically generated



From: Kate Broadhurst (Crown Infrastructure) <kate.broadhurst@crowinfrasturcture.govt.nz>
Sent: Thursday, November 24, 2022 4:10 PM
To: Asha Kjaersgaard <asha.kjaersgaard@crowinfrasturcture.govt.nz>; Jason Chan <Jason.Chan@hud.govt.nz>
Cc: Jeremy Holman (Crown Infrastructure) <jeremy.holman@crowinfrasturcture.govt.nz>
Subject: RE: Ohakune shovel ready agreement - KO/Ruapehu DC
Hi Jason and Asha

Thanks for copying me on the below. My only additional comment would be on item 5 of Part 1. At CIP we do not treat the requirement to fund cost overruns as Co-Funding. It may be worthwhile considering removing the additional wording that has been added.

Many thanks
Kate

From: Asha Kjaersgaard <asha.kjaersgaard@crowinfrasturcture.govt.nz>
Sent: Thursday, 24 November 2022 1:37 pm
To: Jason Chan <Jason.Chan@hud.govt.nz>
Cc: Kate Broadhurst (Crown Infrastructure) <kate.broadhurst@crowinfrasturcture.govt.nz>; Jeremy Holman (Crown Infrastructure) <jeremy.holman@crowinfrasturcture.govt.nz>
Subject: RE: Ohakune shovel ready agreement - KO/Ruapehu DC

Hi Jonathan,

I've had a look at the milestones table below and have a few items for your consideration:

1. You will need to have a way to check that a milestone has been achieved so its usual to have a milestone once an activity or part of an activity is completed. We require invoices to be provided and certified to show that a milestone is complete so maybe include the first milestone you have in the table but don't have dollars against it?
2. I note that you don't have a design phase here? Is this solely construction? If not you should add in some design milestones e.g prelim, developed, detailed.

3. You have site works commencement before Building Consent – you’ll need a consent of some form to start site works – so these are possibly the wrong way around?
4. It’s also good to put in dates, rather than ‘x month from’
5. In high level durations – design takes circa 1 year (including BC) and construction works circa 1 to 2 years depending on scope, staging, delivery method etc.
6. The final milestones would usually be Practical Completion and the Project Close (generally allow 3 months for documentation to be finalised after PO).
7. You also may want to look at the amount of funding at the back end of the project – we usually hold a token sum after PC (which is mainly paper work including a Project Completion Report).

Kate, do you have any comments on the funding agreement itself apart from my comments above?

Jason, feel free to give me a call if you want me to chat you through my comments.

Thanks
Asha

Ohakune Social Housing Project			
Completion Date	Project Milestone	Maximum Payment Milestone NZD\$ plus GST (if any)	Percentage of Total Project Costs
The date of this agreement	Startup	\$260,000.00	5%
Site Works Commencement Deadline (being 12 months from the date of this agreement)	Site Works Commencement	\$520,000.00	10%
19 January 2024	Building Consent	\$520,000.00	10%
3 months from Building Consent	Construction – 25%	\$780,000.00	15%
6 months from Building Consent	Construction – 50%	\$1,560,000.00	30%
9 months from Building Consent	Construction – 75%	\$1,040,000.00	20%
12 months from Building Consent	Project Final	\$520,000.00	10%
Totals cumulative		\$5,200,000.00	100%

Total Project Costs	\$5,200,000.00
----------------------------	----------------

From: Jason Chan <Jason.Chan@hud.govt.nz>
Sent: Tuesday, 22 November 2022 11:37 am
To: Jeremy Holman (Crown Infrastructure) <jeremy.holman@crowinfrasturcture.govt.nz>; Asha Kjaersgaard <asha.kjaersgaard@crowinfrasturcture.govt.nz>
Cc: Kate Broadhurst (Crown Infrastructure) <kate.broadhurst@crowinfrasturcture.govt.nz>
Subject: Re: Ohakune shovel ready agreement - KO/Ruapehu DC

Hi Asha,

Feels like a lifetime ago since our call about this. I finally have the funding agreement from KO for the Ohakune project for your review.

We primarily want CIP to review the milestones vs. payments on page 11 (for appropriateness), but we are open to suggestions to the wider document too.

Much much appreciated,

Jason Chan ([he/him](#))

Senior Adviser - Crown Entity Performance and Monitoring
Te Tuapapa Kura Kainga - Ministry of Housing and Urban Development



From: Jeremy Holman (Crown Infrastructure) <jeremy.holman@crowinfrasturcture.govt.nz>
Sent: Monday, August 29, 2022 2:24 PM
To: Jason Chan <Jason.Chan@hud.govt.nz>
Cc: Kate Broadhurst (Crown Infrastructure) <kate.broadhurst@crowinfrasturcture.govt.nz>; Asha Kjaersgaard <asha.kjaersgaard@crowinfrasturcture.govt.nz>
Subject: RE: Ohakune shovel ready agreement - KO/Ruapehu DC

Hi Jason

It would be good for CIP to see the funding agreement – Kate (CIP) can do that as part of the assisting with advising on the milestones

Jeremy Holman

General Manager Infrastructure Delivery

Crown Infrastructure Partners Ltd

Phone: [s9\(2\)\(a\)](#)

From: Jason Chan <Jason.Chan@hud.govt.nz>
Sent: Monday, 29 August 2022 10:57 am
To: Jeremy Holman (Crown Infrastructure) <jeremy.holman@crowinfrasturcture.govt.nz>
Subject: FW: Ohakune shovel ready agreement

Hi Jeremy,

Great to catch up last week and thank you for forwarding your colleagues contact info.

Deborah and I just want to double check if CIP wishes to secondary review the Funding Agreement with Kāinga Ora, for the new Ohakune project.

Jason Chan ([he/him](#))
Senior Adviser Crown Entity Performance and Monitoring
Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development
jason.chan@hud.govt.nz Mobile: **s9(2)(a)**
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Graphical user interface, website  Description automatically generated



[IN-CONFIDENCE:RELEASE EXTERNAL]

From: Deborah McFarlane <Deborah.McFarlane@hud.govt.nz>
Sent: Monday, 29 August 2022 10:37 am
To: Jason Chan <Jason.Chan@hud.govt.nz>
Subject: Ohakune shovel ready agreement

Hi Jason

I am working through some changes to the agreement sent to us by KO, mainly to remove the references to project bundles and resulting consequential changes. I just wanted to check with you what the process was in involving CIP on the Auckland infrastructure projects agreement, did they approve that agreement, did we need their signoff? I just wanted to check as there are some changes between that agreement and the CIP template and if we need this agreement to go past CIP then we will need to build that into our timeframes.

I'm hoping to make the remaining tidy-ups to the agreement today or tomorrow and I will send it to you so you can add in any comments by Wednesday.

Thanks

DEB MCFARLANE

SENIOR SOLICITOR

Legal Services | Organisational Performance | Ministry of Housing and Urban Development

Deborah.McFarlane@hud.govt.nz | s9(2)(a)

Level 7, 7 Waterloo Quay, Wellington

www.hud.govt.nz

Please note I work Monday to Thursday

Our safety and well-being mantra is: See, Fix, Care



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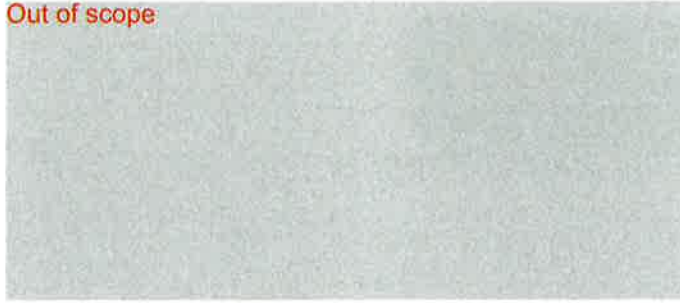
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Out of scope



-----Original Message-----

From: Jason Chan [mailto:Jason.Chan@hud.govt.nz]

Sent: 28 November 2022 12:23 PM

To: Marin Surgenor [mailto:Marin.Surgenor@kaingaora.govt.nz]

CC: Nirav Amin [mailto:Nirav.Amin@kaingaora.govt.nz], Deborah McFarlane [mailto:deborah.mcfarlane@hud.govt.nz]

Subject: FW: Ohakune shovel ready agreement - KO/Ruapehu DC

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Hi Marin,

Thanks for your time this morning.

I've attached a copy of the Funding Agreement that has been reviewed by Deborah. She has left one point (Schedule 2 – Payment Request) for you to review and amend.

Included below are CIP's comments, focused on the **Project Milestones and Payment**. I proposed that we take on CIP's recommendations here:

1. If there is a design phase, please include it into the project milestones, with cost allocations updated;
2. The Building Consent phase before any of the site works commencement stages;
3. Update milestones as dates rather than x month from Building Consent
4. A Project Closure stage included as the last project stage, with a nominal sum allocated (a propose a sum of 30k).

Jason Chan ([she.net](#))

Senior Advisor - Crown Entity Monitoring Team

Group Name

Jason.Chan@hud.govt.nz Phone: **s9(2)(a)** Mobile:

www.hud.govt.nz Level 7, 7

Waterloo Quay, Pipitea, Wellington

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From: Kate Broadhurst (Crown Infrastructure)

Hi Jason and Asha

Thanks for copying me on the below. My only additional comment would be on **item 5 of Part 1**. At CIP we do not treat the requirement to fund cost overruns as Co-Funding. It may be worthwhile considering removing the additional wording that has been added.

Many thanks
Kate

From: Asha Kjaersgaard asha.kjaersgaard@crowinfrrastructure.govt.nz>
Sent: Thursday, 24 November 2022 1:37 pm
To: Jason Chan Jason.Chan@hud.govt.nz>
Cc: Kate Broadhurst (Crown Infrastructure) kate.broadhurst@crowinfrrastructure.govt.nz>, Jeremy Holman (Crown Infrastructure) jeremy.holman@crowinfrrastructure.govt.nz>
Subject: RE: Ohakune shovel ready agreement - KO/Ruapehu DC

Hi Jonathan,

I've had a look at the milestones table below and have a few items for your consideration:

1. You will need to have a way to check that a milestone has been achieved so its usual to have a milestone once an activity or part of an activity is completed. We require invoices to be provided and certified to show that a milestone is complete so maybe include the first milestone you have in the table but don't have dollars against it?
2. I note that you don't have a design phase here? Is this solely construction? If not you should add in some design milestones e.g prelim, developed, detailed.
3. You have site works commencement before Building Consent – you'll need a consent of some form to start site works – so these are possibly the wrong way around?
4. It's also good to put in dates, rather than 'x month from'
5. In high level durations – design takes circa 1 year (including BC) and construction works circa 1 to 2 years depending on scope, staging, delivery method etc.
6. The final milestones would usually be Practical Completion and the Project Close (generally allow 3 months for documentation to be finalised after PO).
7. You also may want to look at the amount of funding at the back end of the project – we usually hold a token sum after PC (which is mainly paper work including a Project Completion Report).

Kate, do you have any comments on the funding agreement itself apart from my comments above?

Jason, feel free to give me a call if you want me to chat you through my comments.

Thanks
Asha

Ohakune Social Housing Project			
Completion Date	Project Milestone	Maximum Payment Milestone NZD\$ plus GST (if any)	Percentage of Total Project Costs
The date of this agreement	Start-up	\$260,000.00	5%
Site Works Commencement Deadline (being 12 months from the date of this agreement)	Site Works Commencement	\$520,000.00	10%
19 January 2024	Building Consent	\$520,000.00	10%
3 months from Building Consent	Construction – 25%	\$780,000.00	15%
6 months from Building Consent	Construction – 50%	\$1,560,000.00	30%
9 months from Building Consent	Construction – 75%	\$1,040,000.00	20%
12 months from Building Consent	Project Final	\$520,000.00	10%
	Totals cumulative	\$5,200,000.00	100%
	Total Project Costs	\$5,200,000.00	

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[date]

FUNDING AGREEMENT

BETWEEN

KĀINGA ORA – HOMES AND COMMUNITIES

AND

THE SOVEREIGN IN RIGHT OF NEW
ZEALAND ACTING BY AND THROUGH THE
CHIEF EXECUTIVE OF THE MINISTRY OF
HOUSING AND URBAN DEVELOPMENT

FOR

OHAKUNE SOCIAL HOUSING PROJECT

PROJECT REFERENCE

Q1282

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Part 1: Key Details

1. Parties **HUD**

THE SOVEREIGN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE CHIEF EXECUTIVE OF THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT

KĀINGA ORA

KĀINGA ORA – HOMES AND COMMUNITIES, a Crown entity for the purposes of the Crown Entities Act 2004, established by section 8 of the Kāinga Ora – Homes and Communities Act 2019 with the objective to contribute to sustainable, inclusive, and thriving communities.

2. Background

Kāinga Ora has been approved by the New Zealand Government to receive funding support through the COVID Response and Recovery Fund shovel ready project initiative for Kāinga Ora to deliver the Ohakune Social Housing Project described in **Part A of Schedule 1 (Project)**.

HUD has been mandated to distribute and manage the funding support under this Agreement.

Key details of this Agreement are set out in this **Part 1**, general terms are set out in **Part 2**, and defined terms are set out in **Part 3**.

3. Benefits

Job creation: The Project is expected to utilise and retain, during the life of the Project, approximately 50 Full Time Equivalent Jobs.

Other benefits: The Project is also expected to give rise to the other benefits outlined in **Part B of Schedule 1 (Benefits)**.

4. Funding

The total Funding available to be paid by HUD under and on the terms of this Agreement is up to \$5,200,000.00 plus GST (if any). This is the **Total Maximum Amount Payable**. Kāinga Ora is required to fund all other costs (including any and all cost overruns and any funding shortfall) required to complete the Project.

On completion of a Project Milestone set out in **Part C of Schedule 1 (Project Milestones)**, Kāinga Ora must, subject to clauses 1.3 and 1.5 of **Part 2**, submit a Payment Request to HUD for payment of the corresponding progress payment (**Payment Milestone**) in accordance with **Part C of Schedule 1**.

Each Payment Request is to be signed by the General Manager Urban Development and Delivery (**GM UDD**) of Kāinga Ora, and must include the information set out in **Schedule 2**.

HUD will pay Kāinga Ora the Funding for the Project by way of Payment Milestones on satisfactory completion of the applicable Project Milestones.

5. Co-Funding

Except as provided in clause 4 of Part 1, no co-funding is required.

6. Reporting

Kāinga Ora must (up until the End Date) provide Crown Infrastructure Partners (CIP) (at an address advised by HUD) and HUD (*copied* in to HUD's nominated Monitoring Unit and Finance Unit representatives) with:

monthly reports by the 12th Business Day following the end of each month (excluding December); and

quarterly reports by the 12th Business Day following the end of each January, April, July and October; and

(iii) a Post Contract Outcomes Report within 6 months of completion of the Project.

Each **monthly report, quarterly report** and **Post Contract Outcomes Report** must include the information set out in **Schedule 3** and otherwise be provided as required in that Schedule.

- | | | |
|-------------------------------|--|--|
| 7. Special Terms | Any wholly-owned subsidiary of Kāinga Ora (including Housing New Zealand Limited or Housing New Zealand Build Limited) may submit a Payment Request to HUD for and on behalf of Kāinga Ora. | |
| 8. Contact Person | HUD's Contact Person:
Name: Glenn Phillips
Email: glenn.phillips@hud.govt.nz | Contact Person for Kāinga Ora:
Name: Ritashna Maharaj-Chand
Email: Ritashna.Maharaj-Chand@kaingaora.govt.nz |
| 9. Address for Notices | Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development
Level 7, 7 Waterloo Quay,
Wellington, 6011

Attention: Chief Executive

Email: contracts@hud.govt.nz | Kāinga Ora – Homes and Communities
Level 5, 7 Waterloo Quay, Wellington
6011

Attention: General Manager Urban Development and Delivery

Email: mark.fraser@kaingaora.govt.nz |

SIGNATURES **SIGNED** for and on behalf of The Sovereign in right of New Zealand acting by and through the Chief Executive of the **Ministry of Housing and Urban Development** under delegated authority by:

Name:
Position:
Date:

SIGNED for and on behalf of the Board of **Kāinga Ora – Homes and Communities** by the person named below, being a person duly authorised to enter into obligations on behalf of Kāinga Ora:

Name:
Position:
Date:

END OF PART 1

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PART 2: GENERAL TERMS

FUNDING

- 1.1. Each Payment Milestone amount set out in **Part C of Schedule 1** represents the maximum payment to be made by HUD towards Eligible Costs for completion of the applicable Project Milestone.

In the event that the Eligible Costs of Kāinga Ora for completion of a Project Milestone are:

- (a) more than the maximum payment to be made by HUD, HUD and Kāinga Ora may from time to time agree that excess costs may be carried forward to be claimed against the next Project Milestone (subject always to the maximum payment amount for the Payment Milestone relating to that next Project Milestone); or
- (b) less than the maximum payment to be made by HUD, HUD and Kāinga Ora may from time to time agree that the amount payable by HUD towards Eligible Costs in respect of the next Project Milestone may be increased by the amount of the difference,

provided that the total amount of Funding is in no circumstances to exceed the Total Maximum Amount Payable.

- 1.2. HUD will pay each Payment Milestone amount to Kāinga Ora, subject to the terms of this Agreement.
- 1.3. HUD is not required to pay any Payment Milestone in respect of a Payment Request:
- (a) that does not satisfy the requirements of **Item 4 (Funding) of Part 1 (Key Details)**;
 - (b) while there are one or more Termination Event(s) subsisting;
 - (c) if this Agreement has expired or been terminated; and/or
 - (d) if Funding has been suspended under clause 1.5.
- 1.4. Subject to the terms of this Agreement, HUD will pay each valid Payment Request by no later than 20 Business Days after the date the Payment Request is received by HUD.
- 1.5. HUD may suspend Funding immediately on becoming aware that:
- (a) Kāinga Ora fails to meet a Project Milestone by the applicable Completion Date set out in **Part C of Schedule 1** (as may be amended in accordance with clause 3.17) and such failure has not been remedied within a period which HUD in its sole discretion believes is reasonable;
 - (b) Kāinga Ora, in HUD's reasonable opinion, is unable to fund the estimated costs of the Project that exceed HUD's Total Maximum Amount Payable; and/or
 - (c) there has been a material change to the scope of the Project that does not satisfy clause 3.1.

CO-FUNDING

- 2.1. No Co-Funding is specified and nor is it to be secured and made available to be applied to the Project.

RESPONSIBILITIES OF KĀINGA ORA

The Project

- 3.1. Kāinga Ora must undertake the Project as described in this Agreement and will not make any material reduction to the scope of the Project without HUD's prior written consent, or make any material increase to the scope of the Project without first satisfying HUD that Kāinga Ora can fund or finance such additional scope.
- 3.3. Kāinga Ora confirms that the Government funding in the form agreed supports the Project proceeding in the timeframes contemplated in this Agreement.
- 3.4. Kāinga Ora will take all reasonable steps to ensure that the Project Milestones are completed by the relevant Completion Date specified in **Part C of Schedule 1** (as may be amended in accordance with clause 3.17).
- 3.5. Kāinga Ora undertakes to pay any and all cost overruns of the Project and any funding shortfall, and acknowledges that HUD and the New Zealand Government have no obligations or responsibility whatsoever in respect of cost overruns or funding shortfalls.
- 3.6. Kāinga Ora must ensure that the Project is carried out:
- (a) in compliance with all applicable laws, regulations, consents, authorisations, rules and professional codes of conduct or practice, including all health and safety and employment and labour laws (including to ensure no migrant exploitation occurs), and ensure its contractors and subcontractors are required to do the same;
 - (b) promptly with due diligence, care and skill, and in a manner that meets Best Industry Practice;
 - (c) by appropriately trained, qualified, experienced and supervised persons;
 - (d) by running an open arm's length procurement process pursuant to which contracts for material components of the Project will be awarded to suppliers in accordance with good industry practice for procurement practices and guidelines that apply to the public sector, and Kāinga Ora must provide evidence that it has complied with this obligation if requested by HUD;
 - (e) in a manner that takes into account the Construction Sector Accord's guiding principles; and
 - (f) using reasonable endeavours to obtain any necessary resource consents for the Project in accordance with the COVID-19 Recovery (Fast-track Consenting) Act 2020, where such process is reasonably expected by Kāinga Ora to accelerate the obtaining of such resource consents for the Project.
- 3.7. Kāinga Ora will notify HUD if:

Shovel Ready Funding Agreement - Ohakune Social Housing Project
Ministry of Housing and Urban Development - Kāinga Ora

- (a) the number of Full Time Equivalent Jobs expected to be employed on the Project is or will likely fall below the number specified in **Item 3 of Part 1 (Key Details) and Part B of Schedule 1**, and in doing so will provide a revised forecast; and
- (b) any of the expected Benefits specified in **Part B of Schedule 1** are unlikely to arise.

Information Undertakings

- 3.8. Kāinga Ora will provide HUD with the reports specified in **Item 6 of Part 1 (Key Details)**, in accordance with the timeframes and reporting requirements set out **Item 6 of Part 1 (Key Details) and Schedule 3**.
- 3.9. Kāinga Ora will provide HUD with any other information about the Project reasonably requested by HUD within the timeframe set out in the request.
- 3.10. Kāinga Ora will promptly notify HUD if:
 - (a) Kāinga Ora (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest; or
 - (b) Kāinga Ora becomes aware of any matter that could reasonably be expected to have an adverse effect on a Project, or result in a Termination Event or a breach of any term of this Agreement by Kāinga Ora.
- 3.11. Kāinga Ora will not at any time do anything in connection with the Project that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of HUD or the New Zealand Government. Kāinga Ora will keep HUD informed of any matter known to Kāinga Ora which could reasonably be expected to have such an effect.

Funding, records and auditors

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

Health and Safety and Conflicts of Interest

- 3.14. Without limiting its other obligations under this Agreement, Kāinga Ora will:
 - (a) perform its, and ensure that its contractors and any subcontractors perform their, obligations in carrying out any works in relation to the Project in compliance with its and their obligations under the Health and Safety at Work Act 2015;
 - (b) on request by HUD, provide copies of its and its contractors' health and safety management plans applicable to the Project for review; and
 - (c) report any health and safety injury, or any notice issued under the Health and Safety at Work Act 2015, to HUD to the

extent that it relates to, or affects, this Agreement or the Project.

- 3.15. Kāinga Ora must address any potential or actual Conflict of Interest in relation to itself or its personnel or contractors in accordance with Best Industry Practice or, where required by HUD, to HUD's satisfaction.

Project assets

Not Used

Project Milestone Completion Dates

Kāinga Ora may request an extension of time to a Completion Date for the Project Final Milestone specified in **Part C of Schedule 1** for the Project, provided such extension of time request is supported by an explanation for the extension and a revised Completion Date from the GM (HUD). HUD shall not unreasonably refuse such extension of time request.

PROJECT GOVERNANCE

- 4.1. Kāinga Ora will, if requested in writing by HUD:
 - (a) provide reasonable notice to HUD of all project governance group meetings for the Project; and
 - (b) provide copies of all documents and notices to be tabled at any relevant project governance meetings for the Project to HUD no later than five (5) Business Days prior to the meetings, and the minutes of those meetings within a reasonable period after each meeting.
- 4.2. HUD may appoint observers who will be entitled to attend and speak at all Project management group meetings and Project governance group meetings (but will not be entitled to vote on any matter at those meetings).
- 4.3. If HUD has reasonable grounds for concern over the ability of Kāinga Ora to deliver the Project, including where a material change to the scope of the Project arises, HUD shall be entitled to contract the necessary expertise (which may for example include, procurement, engineering, project management, financial expertise) to Kāinga Ora at the cost of Kāinga Ora for the sole purpose of providing the expertise necessary to carry out the Project to the standards required by the Agreement. Kāinga Ora must allow such expertise to perform the role assigned by HUD to Kāinga Ora on the Project, and do all things necessary to support and assist those contracted expertise to perform the role assigned to them by HUD.

TERM AND TERMINATION

- 5.1. This Agreement will be effective on and from the Commencement Date (which will be the date this Agreement has been signed by both parties) and will remain in force until the End Date, unless terminated in accordance with this Agreement.
- 5.2. HUD can terminate this Agreement in full or part with immediate effect, by giving notice to Kāinga Ora, at any time:
 - (a) while HUD reasonably considers that Kāinga Ora has become or is likely to become, insolvent;
 - (b) while Kāinga Ora is subject to the appointment of a liquidator, receiver, administrator, manager or similar person in respect of any of its assets, or Kāinga Ora is declared at risk

pursuant to the Corporations (Investigation and Management) Act 1989;

- (c) where Kāinga Ora has ceased to carry on its operations or business (or a material part of them) in New Zealand;
- (d) where Kāinga Ora fails to meet a Project Final Milestone by the applicable Completion Date set out in **Part C of Schedule 1** (as may be amended in accordance with clause 3.17), and such failure has not been remedied within a period which HUD in its sole discretion believes is reasonable;
- (e) while any one or more of the following events or circumstances remains unremedied:
 - i. Kāinga Ora is materially in breach of any obligation, or a condition or warranty, under this Agreement;
 - ii. Kāinga Ora abandons a Project or fails to pay its contractors or other suppliers to the Project as and when due;
 - iii. Kāinga Ora fails to pay the Project cost overruns or funding shortfalls;
 - iv. Kāinga Ora has provided HUD with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
 - v. HUD reasonably considers that this Agreement or the Project(s) has caused, or may cause, HUD and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
 - vi. Kāinga Ora is involved in any intentional or reckless conduct which, in the opinion of HUD, has damaged or could damage the reputation, good standing or goodwill of HUD, HUD and/or the New Zealand Government, or is involved in any material misrepresentation or any fraud.

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

HUD may recover Funding from Kāinga Ora as follows:

- (a) **Misspent Funding.** At any time HUD 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.
- (b) **Co-Funding not provided.** If Co-Funding is required as set out in **Item 5 of Part 1** (Key Details), on expiry or termination of this Agreement, if the Co-Funding has not been used for the Project, HUD may recover an amount that represents the amount of Co-Funding that has not been used and may set off such amounts against any Funding payable to Kāinga Ora.
- (c) **Project abandoned.** If Kāinga Ora has abandoned the Project or stated an intention to abandon the Project, and does not within 10 Business Days of being requested to do so by HUD demonstrate to HUD's satisfaction that Kāinga Ora will

proceed with the Project, HUD may recover an amount up to the total value of the Funding already paid for that Project

- (d) **Excess Funding.** On expiry or termination of this Agreement, where the total Funding paid under this Agreement and any other money received by Kāinga Ora to carry out the Project exceeds the funding required to perform the Project, Kāinga Ora must upon request refund to HUD the excess amount. Kāinga Ora is not required to refund, under this clause 5.3(d), any amount that exceeds the total amount of Funding.

5.5 Clauses 1.3, 3.5, 3.6(a), 3.8, 3.10, 3.11 and 5 to 12 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

WARRANTIES

6.1. Kāinga Ora warrants that, as at the date of this Agreement:

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

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

LIABILITY

- 7.1. The maximum liability of HUD under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement, capped at the Total Maximum Amount Payable.
- 7.2. HUD is not liable for any claim under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

CONFIDENTIALITY

- 8.1. Subject to clauses 8.2 and 8.3, each party will keep the other party's Confidential Information in confidence, and will use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
 - (a) either party from using or disclosing any information with the written prior consent of the other party;
 - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
 - (c) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or

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Ministry of Housing and Urban Development - Kāinga Ora

- (d) HUD from using or disclosing to any third party any information, document, report or other material, provided that prior to any such disclosure HUD removes all information that is commercially sensitive to Kāinga Ora from the relevant work;

8.2. Each party acknowledges and agrees that nothing in this Agreement restricts:

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

8.3. Each party acknowledges that:

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

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

MEDIA AND COMMUNICATIONS

- 9.1. Before making any media statements or press releases (including social media posts) regarding this Agreement and/or HUD's involvement with the Project, Kāinga Ora will consult with HUD, and will obtain HUD's prior approval to any such statements or releases.
- 9.2. All correspondence with HUD under this clause 9 must be directed to HUD's Contact Person. Kāinga Ora will refer any enquiries from the media or any other person about the terms or performance of this Agreement to HUD's Contact Person.
- 9.3. Kāinga Ora will acknowledge the New Zealand Government as a source of funding in all publications (including any digital presence) and publicity regarding the Project in accordance with funding acknowledgement guidelines agreed with HUD. Kāinga Ora must obtain the HUD's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).
- 9.4. If requested by HUD, Kāinga Ora will establish or erect temporary and/or permanent signage (which may be in the form of a plaque) at the site of the Project acknowledging the New Zealand Government as a source of funding for the Project. HUD may provide such signage and HUD will consult with Kāinga Ora in respect of a suitable location for such signage

- 9.5. Kāinga Ora does not have the right to enter into any commitment, contract or agreement on behalf of HUD or any associated body, or to make any public statement or comment on behalf of HUD or the New Zealand Government in relation to the Project signage.

DISPUTES

In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other. As soon as reasonably practicable thereafter, the parties will meet and endeavour to resolve the Dispute by discussion, negotiation and agreement. A party must not commence any proceedings in connection with a Dispute unless at least 40 days have elapsed since the issue of a notice, and that party has used reasonable endeavours to comply with this clause. However, nothing in this clause prohibits seeking urgent interim relief.

CONTACT PERSONS

- 11.1 All matters or enquiries regarding this Agreement will be directed to each party's Contact Person (set out in Item 8 of Part 1 (Key Details)).
- 11.2 Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other party.

GENERAL

- 12.1 Each notice or other communication given under this Agreement (each a **notice**) will be in writing and delivered personally or sent by post or email to the address of the relevant party set out in Item 9 of Part 1 (Key Details) or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:

- (a) **Delivery:** delivered personally, when delivered;
- (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
- (c) **Email:** sent by email:
- If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,

provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 12.2 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 12.3 No amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 12.4 Kāinga Ora may not assign or transfer any of its contractual rights or obligations under this Agreement, except with HUD's prior written approval.
- 12.5 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those

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Ministry of Housing and Urban Development - Kāinga Ora

powers or rights or the exercise of any other powers or rights.

12.6. The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.

12.7. Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

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

12.9. This Agreement may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement.

END OF PART 2

Released under the Official Information Act 1982

PART 3: DEFINITIONS

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

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

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

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

Co-Funding means the "Co-Funding" (if any) or any part of the Co-Funding (as the context requires), described in the Key Details.

Commencement Date has the meaning given in clause 5.1 of **Part 2**.

Committed Funding means, at any time, the aggregate of the Funding that has not, at that time, been advanced to Kāinga Ora to meet Eligible Costs.

Completion Date means, in respect of a Project Milestone, the applicable "Completion Date" specified in **Part C of Schedule 1**.

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

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above
but excludes any information which the Holder can show:
- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

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

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

- (a) conflicts with:

- i. the obligations of Kāinga Ora (or its personnel or contractors) to HUD under this Agreement; or
- ii. the interests of Kāinga Ora in relation to this Agreement and/or the procuring of the Project(s); or

- (b) otherwise impairs or might appear to impair the ability of Kāinga Ora (or any of its personnel or contractors) to diligently and independently carry out the Project in accordance with this Agreement.

Construction Contract means each construction contract between Kāinga Ora and a construction contractor relating to work to be carried out for a Project and all the plans, specifications, drawings, details and information forming part of or which are or which are required to be prepared and provided in accordance with or which are referred to or contemplated by the relevant contract or otherwise required to complete the Project, or any of them (as applicable).

Contact Person means, in respect of each party, the applicable "Contact Person" specified in the Key Details.

Cost to Complete means, at any time, the aggregate amount of Project Costs not yet paid but payable or reasonably likely to be payable in order to achieve Practical Completion.

Cost to Complete Test means as at any date, the Committed Funding, plus any additional funding committed by Kāinga Ora to the Project(s) (where such additional funding is supported by evidence reasonably satisfactory to HUD) is not less than the Cost to Complete as at that date.

Eligible Costs means the actual costs reasonably incurred by Kāinga Ora in delivering the Project(s):

- (a) on or after the Commencement Date (unless expressly agreed to the contrary, in writing, by HUD including as provided for in **Part C of Schedule 1**) and no later than the End Date;
- (b) in good faith for the purpose of carrying out the Project or for purposes incidental to the Project, including disbursements and expenses incurred by Kāinga Ora for such purposes (and to the extent Kāinga Ora is carrying out any other activities) reasonably and proportionately allocated towards such purposes;
- (c) at "arm's length", at reasonable market value; and
- (d) excludes overhead and management time.

End Date means the date that is three months after the latest Completion Date for Practical Completion set out in **Part C of Schedule 1** (as may be amended in accordance with clause 3.17).

Full Time Equivalent Jobs means the average number of construction full time equivalent contractor, subcontractor and professional service employees regardless of employer (based on a 40 hour week) (FTEs) working on the Project over the duration of the construction period from design to completion (noting that the number of FTEs may vary week to week over the construction period).

Funding means the funding or any part of the funding (as the context requires) payable by HUD to Kāinga Ora in accordance with the terms of this Agreement, as described in the Key Details.

Key Details means Part 1 of this Agreement.

Payment Milestones means the "Payment Milestones" specified in **Item**

Shovel Ready Funding Agreement - Ohakune Social Housing Project
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4 (Funding) of **Part 1** (Key Details).

Payment Request means a request submitted to HUD by Kāinga Ora, seeking payment of Funding in a form agreed between HUD and Kāinga Ora.

Practical Completion means the date on which the GM UDD provides to HUD confirmation, which is satisfactory to HUD (in its sole discretion), that a Project is practically complete in accordance with the terms of the Construction Contract(s) and that the Project is ready for use or operations.

Project or Projects means each "Project" and if more than one "Project", the "Projects" described in the Key Details.

Project Budget means a breakdown of budgeted cashflows and costs relating to a Project, including a provision of an acceptable level of contingency sums, broken down on a monthly basis.

Project Costs means the total budgeted costs of the Project as set out in the project milestone table in **Part C** of **Schedule 1**.

Project Final Milestone means a "Project Final Milestone" specified in **Part C** of **Schedule 1**.

Project Milestones means the "Project Milestones" specified in **Item 4** (Funding) of **Part 1** (Key Details).

Site Works Commencement Deadline means the physical construction works for the Project(s) having materially commenced by the date falling 12 months from the Commencement Date.

Site Works Commencement Milestone means the date where the Project begins physical work on the work site of the respective Project.

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

Total Maximum Amount Payable means the "Total Maximum Amount Payable" specified in **Item 4** (Funding) of **Part 1** (Key Details).

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

END OF PART 3

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Schedule 1: Project

Part A: Description of the Project

Project	Project Names
Ohakune Social Housing Project	Community Housing, Tei Tei Drive, Ohakune

Part B: Project Benefits

Housing
Addressing the housing challenges currently experienced in the Ohakune market.

Part C: Project Milestones and Payment Milestones

NOTE:

Completion Dates are subject to any amendments agreed pursuant to clause 3.17 of **Part 2**.

Ohakune Social Housing Project			
Completion Date	Project Milestone	Maximum Payment Milestone NZD\$ plus GST (if any)	Percentage of Total Project Costs
The date of this agreement	Start-up	\$260,000.00	5%
Site Works Commencement Deadline (being 12 months from the date of this agreement)	Site Works Commencement	\$520,000.00	10%
19 January 2024	Building Consent	\$520,000.00	10%
3 months from Building Consent	Construction – 25%	\$780,000.00	15%
6 months from Building Consent	Construction – 50%	\$1,560,000.00	30%
9 months from Building Consent	Construction – 75%	\$1,040,000.00	20%
12 months from Building Consent	Project Final	\$520,000.00	10%
Totals cumulative		\$5,200,000.00	100%
Total Project Costs		\$5,200,000.00	

Schedule 2: Payment Request

Payment request invoices to be made for the Project Milestone completed for which payment is sought:

A Payment Request shall be in the form of an invoice, with line items describing the Project Milestone completed in the period the Payment Request covers.

Timing of Payment Request(s):

Any Payment Request must be submitted to HUD concurrently with the corresponding quarterly report (i.e. relating to the quarter in which the applicable Project Milestones were completed).

Content of Payment Request(s)

A Payment Request must include the following information:

- (a) the amount of Funding requested, which must not exceed the applicable Payment Milestone set out in **Part C of Schedule 1**
- (b) confirmation that Kāinga Ora can pay all Project costs as and when they fall due;
- (c) confirmation (in a format to be agreed between HUD and Kāinga Ora, which may include reliance on the quarterly report) signed by the GM UDD of Kāinga Ora:
 - (i) of the Project's progress against the applicable Project Milestones including details of any material projected delay and the expected impacts of any such delay on Project quality, timing and cost;
 - (ii) of the amount of Eligible Costs incurred by Kāinga Ora on the Project, including in respect of the relevant Payment Milestone within the scope of the Payment Request (and confirmation that the applicable Project Milestone has been satisfied by the applicable Completion Date and that the Eligible Costs relating to the applicable Project Milestone have been paid or are due and payable to the contractors to the Project) being for Eligible Costs incurred in relation to the applicable Project Milestone in the quarter to which the Payment Request relates;
 - (iii) that the most recent monthly report for the Project includes an updated estimated Cost to Complete for that Project against the corresponding Project Budget;
 - (iv) that the Project is on target to reach Practical Completion by or before the Completion Date for Practical Completion specified in **Part C of Schedule 1**;
 - (v) of any material variations to the Construction Contracts;
 - (vi) that as at the date of the confirmation, the Cost to Complete Test is met; and
 - (vii) of the forecasted Cost to Complete the Project;
- (d) evidence of satisfaction of the Project deliverable(s) applicable to the relevant Project Milestone set out in Part C of Schedule 1,
- (e) if the Payment Request includes a GST component, a valid GST invoice complying with the Goods and Services Tax Act 1985;
- (f) confirmation that no Termination Event is subsisting and that each of the warranties under clause 6 of Part 2 of this Agreement are correct as at the date of the Payment Request;
- (g) a reconciliation showing:

- (i) The amount being invoiced
 - (ii) Actual spend to date for the completed milestones.
 - (iii) Any previous claimed Government funding for previously achieved milestones
 - (iv) The total amount of Government funding up to and including the milestone(s) being claimed for in the current Payment Request.
- (h) a statement on the Government funding amount linked to each milestone achieved, with respect to the constraints given:
- a. If the actual spend is at or under the planned Government funding only the actual spend may be included.
 - b. If the actual spend is more than the planned Government funding only the planned funding may be included, unless:
 - i. The forecast for the project completion still shows that the total spend is at or under the total amount to be received in Government funding, OR
 - c. If the actual spend is more than the planned Government funding, but the project is allowed to spend more as per (h) b. iv. the amount invoiced may be up to the lower of the actual spend in the milestone and the total Government funding for the applicable milestone; and
- (i) any other information required by HUD.

Schedule 3: Reporting

Each monthly report must include the information for the Project, to satisfy the reporting requirements set out by CIP in the following format specified by CIP:

SHOVEL READY MONTHLY REPORTING TEMPLATE



Project Name: [Project Name]				Project Number:			
Project Owner:		Project Sponsor:		Mobile:		E-mail:	
Project Manager:		Govt. Funded (\$*m): \$		Co-Funded (\$*m): \$			
Total Project Cost (\$*m):		Target Start Date: [dd/mm/yyyy]		Target Completion Date: [dd/mm/yyyy]			
Estimated FTE:							
Month end date: [dd/mm/yyyy]							

Project Costs						Total Project Cost (\$*m):		
Actual \$*m	Month		Project to Date			Forecast \$*m	Project Complete	
	Plan \$*m	Var %	Actual \$*m	Plan \$*m	Var %		Plan \$*m	Var %
		0.00%			0.00%		0	0.00%
Commentary: [Commentary on variance and forecast cost to complete]								

Project Milestones [Add milestones as required]						
Milestone	Milestone Name	Contract Date	Latest Actual / Forecast Date	Variance (+/- days)	Govt. Funding Drawn \$*m	Co-Funding Drawn \$*m
1				-		
2				-		
3				-		
4				-		
5				-		
Average				-		
Commentary: [Commentary on progress towards milestones and variance between contract and forecast]						

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 Ministry of Housing and Urban Development - Kāinga Ora

Project CashFlows	Costs to Date			Cashflow Forecast		
	Month \$'m	Project to Date \$'m	Forecast Project Complete \$'m	Next Month \$'m	Second Month \$'m	Third Month \$'m
Govt. Funding Received						
Co-Funding Received						
Total Funding Received						
Commentary:						

Personnel					
	Month	Project to Date	Forecast Project Complete	Target	Variance %
FTE:					
Resident					
Non-resident					
Apprentices					
TRIFRs					
Injuries					
Hours worked					
Commentary:	[Commentary on workers movement in period and progress towards stated FTE target]				

Top 5 Risks and Contractor Claims [Choose Low/Medium/High]					
Risk Number	Risk Name	Impact	Likelihood	Treated	Commentary on mitigants
1					
2					
3					
4					
5					
Contractor Claims:	[List any material contractor claims in dispute]				

Scope and Progress commentary	
Commentary:	[Commentary on progress during period, i.e. content gained, work done etc., Progress towards scope and any major changes to scope]
Media Announcements:	[Any major media announcements or upcoming opportunities for media announcements]

Pre-work commencement status				
		Status	Expected completion date	Commentary on progress issues
RMA	1	[Drop down options]		
Building Consent	1	[Drop down options]		
PWA Designation	1	[Drop down options]		
Other Consents	1	[Drop down options]		
Design	2	[Drop down options]		
Main Contract	3	[Drop down options]		
Drop Down options are: 1 - In Preparation; Filed with Authority; Approved; Rejected/Revised; N/A 2 - Yet to Commence; Underway; Completed; Reviewed; N/A 3 - RFP in Preparation; RFP Issued; RFP Closed; Contract Evaluation; Contract Negotiation; Contract Executed				

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- (a) The format shown is the summary page showing the required reporting on the Project. It is agreed that the required underlying Project reporting will be reported upon using the template as instructed by HUD.
- (b) The template is subject to change should CIP decide (either itself or by request of the IRG Ministers) that more or different reporting is required.
- (c) This reporting format is what Kāinga Ora must provide to HUD. Should the CIP request the same information be reported to them in a different format, Kāinga Ora will still be obliged to report using the format agreed to in this Funding Agreement, unless HUD agrees to a change of format in writing.
- (d) Kāinga Ora may not amend the formulas in the reporting template without prior consent from HUD.
- (e) Each quarterly report must include an updated forecast [projected costs to completion] of the Project, be signed by the GM UDD and must include the following information for each Project, in the reporting format specified by HUD:
 - (f) the Cost to Complete Test was met as at the last date of the previous quarter and the Cost to Complete Test is expected to be met at all times until Practical Completion;
 - (g) confirmation that any costs exceeding the Project Budget can be funded or financed by Kāinga Ora or through third party co-funding;
 - (h) the Project are expected to reach Practical Completion by the applicable Completion Date specified in Part C of Schedule 1;
 - (i) there has been no material change in the scope of the Project as described in Schedule 1 other than where the requirements of clause 3.1 of Part 2 have been satisfied, and the Project are still expected to deliver the Benefits and all of the Project deliverables as set out in Schedule 1; and
 - (j) an update on media, marketing and communication activities for each Project.
- (k) If either Completion Date, scope or Benefits deliverables are now being forecasted to be different from what was set out in Schedule 1 a full description of what has changed and why will be included in the report as a separate section for CIP and HUD to be able to take action and engage with Kāinga Ora on the matter.

The **Post Contract Outcomes Report**, provided within 6 months of completion of the Project, must include the following information:

an analysis of how the Funding has enabled Kāinga Ora to achieve the key outcomes of the Project;

the number of jobs that were utilized and retained during and resulting from the Project (including local/national employment);

how the Project(s) have contributed to the social, environmental and economic wellbeing of the local region;

how the Project(s) have increased regional/national resilience by improving critical infrastructure and/or growth and diversification of the economy;

how the Project(s) have contributed to New Zealand's climate change commitments and environmental sustainability (as applicable); and

any other relevant information that is requested by HUD in writing to Kāinga Ora.

Out of scope

-----Original Message-----

From: Jeremy Holman (Crown Infrastructure) [mailto:jeremy.holman@crowinfrastructure.govt.nz]

Sent: 2 December 2022 4:04 PM

To: Colleen McCorkindale [mailto:Colleen.McCorkindale@kaingaora.govt.nz], Rachael Hurzeler [mailto:Rachael.Hurzeler@kaingaora.govt.nz], Ritashna Maharaj-Chand [mailto:Ritashna.Maharaj-Chand@kaingaora.govt.nz], Nirav Amin [mailto:Nirav.Amin@kaingaora.govt.nz]

CC: Naila D'Souza (Crown Infrastructure) [mailto:naila.dsouza@crowinfrastructure.govt.nz]

Subject: RE: URGENT - RE: Ruapehu Ohakune Housing (Shovel Ready) - site works started?

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Hi all

The IRG funding had a requirement to commence on site activities with 12 months of funding approval from the IRG Ministers - or risk losing the funding. If I recall the 12 months window was up to Dec 2022 (but I could be mistaken)

For now I have put this bullet point in the month end report that will be sent to IRG ministers early week commencing 5 Dec

- **Kāinga Ora Ruapehu Housing** – The final version of the MHUD/Kāinga Ora funding agreement is under review for approval pre-execution and on-site planning due diligence is underway and scheduled to be completed pre-Christmas.

It would be good to clarify (and mention) that on site works (any of the points below) will be starting in December so we can declare “Construction (site works) started”

- Contractor has taken possession of the site and hoardings/site security fences are being erected,
- Site set out,
- Early enabling works, such as locating and moving of utilities,
- Demolition of existing structures,
- Strip out of buildings interiors and/or asbestos removal,
- Trenching for new utilities,
- Creation of temporary access routes to site,
- Earthworks.

Out of Scope

please respond to Naila (cc'd)

Jeremy Holman
General Manager Infrastructure Delivery
Crown Infrastructure Partners Ltd
Phone: s9(2)(a)

From: Colleen McCorkindale
Sent: Friday, 2 December 2022 2:27 pm
To: Rachael Hurzeler ; Ritashna.Maharaj-Chand ; Jeremy Holman (Crown Infrastructure)
Cc: Naila D'Souza (Crown Infrastructure)
Subject: RE: URGENT - RE: Ruapehu Ohakune Housing (Shovel Ready)

Kia ora,

Further to the request below, I can confirm that the current status of the project is:

- Final version of the MHUD/Kāinga Ora agreement is under review for approval pre execution.
- On-site planning due diligence is underway and scheduled to be completed pre-Christmas

Please let me know if you have any further questions.

Ngā mihi,
Colleen

From: Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz>
Sent: Friday, 2 December 2022 12:18 PM
To: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>; Colleen McCorkindale Colleen.McCorkindale@kaingaora.govt.nz>
Cc: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Subject: Re: URGENT - RE: Ruapehu Ohakune Housing (Shovel Ready)

Colleen - passing this on to you.

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From: Jeremy Holman (Crown Infrastructure) jeremy.holman@crowinfrasturcture.govt.nz>
Sent: Friday, December 2, 2022 11:49 AM
To: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz>; Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz>
Cc: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz>
Subject: RE: URGENT - RE: Ruapehu Ohakune Housing (Shovel Ready)

You don't often get email from jeremy.holman@crowinfrasturcture.govt.nz. [Learn why this is important](#)

CAUTION: External email. Do not click or open attachments unless you recognise the sender and know the content is safe. If unsure use the Report Phishing button.

Please can I get an update today on this from what Ministers were advised in last month's IRG report:

<!--[if !supportLists]-->• <!--[endif]--> **Kāinga Ora Ruapehu Housing** – The funding agreement with HUD is expected to be signed by HUD in November, and subsequently the contract for the work executed thereafter by Kāinga Ora. Site works will commence in December 2022;

Has the funding agreement with HUD been signed (says it was due to be signed in Nov)?
When in Dec has/will site works commence?

Thank you

Jeremy Holman
General Manager Infrastructure Delivery
Crown Infrastructure Partners Ltd
Phone: s9(2)(a)

From: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz
Sent: Thursday, 1 December 2022 2:05 pm
To: Jeremy Holman (Crown Infrastructure) jeremy.holman@crowinfrasturcture.govt.nz;
Rachael Hurzeler Rachael.Hurzeler@kaingaora.govt.nz
Cc: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz
Subject: RE: URGENT - RE: Ruapehu Ohakune Housing (Shovel Ready)

Hi Rachael

Hope well.

Are you or someone from the team able to assist with the query below?

Thanks
Regards
Ritashna

From: Jeremy Holman (Crown Infrastructure) jeremy.holman@crowinfrasturcture.govt.nz
Sent: Thursday, 1 December 2022 1:58 PM
To: Ritashna Maharaj-Chand Ritashna.Maharaj-Chand@kaingaora.govt.nz
Cc: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz
Subject: URGENT - RE: Ruapehu Ohakune Housing (Shovel Ready)

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Hi there – understand Nirav is away and you're best placed to answer this below

Jeremy Holman
General Manager Infrastructure Delivery
Crown Infrastructure Partners Ltd
Phone: s9(2)(a)

From: Jeremy Holman (Crown Infrastructure)
Sent: Thursday, 1 December 2022 1:55 pm
To: Nirav Amin Nirav.Amin@kaingaora.govt.nz
Cc: Naila D'Souza (Crown Infrastructure) naila.dsouza@crowinfrasturcture.govt.nz
Subject: Ruapehu Ohakune Housing (Shovel Ready)

Hi Nirav

Has the Ruapehu Ohakune funding agreement been signed and do you know if construction has started.

I know were only up to end of Oct formal reporting but there is a uncontracted projects portion in the monthly report that says:

<!--[if !supportLists]-->• <!--[endif]--> **Kāinga Ora Ruapehu Housing** – The funding agreement with HUD is expected to be signed by HUD in November, and subsequently the contract for the work executed thereafter by Kāinga Ora. Site works will commence in December 2022;

Would be keen to have an 'as at now' update

Jeremy Holman
General Manager Infrastructure Delivery
Crown Infrastructure Partners Ltd
L10 HSBC Tower | 188 Quay Street | Auckland
PO Box 105321 | Auckland 1143
Phone: s9(2)(a)
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Infrastructure for Aotearoa
Hanga Ngātahi



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