

## Meeting of the Hawke's Bay Regional Council

**Date:** 31 January 2024  
**Time:** 1.30pm  
**Venue:** Council Chamber  
Hawke's Bay Regional Council  
159 Dalton Street  
NAPIER

### Agenda

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Item	Title	Page
1.	Welcome/ Karakia/ Housekeeping/ Apologies/ Notices	
2.	Conflict of Interest Declarations	
3.	Confirmation of Minutes of the Regional Council Meeting held on 13 December 2023	
4.	Call for minor items not on the Agenda	3
<b>Decision Items</b>		
5.	Memorandum of Understanding between Tamatea Pōkai Whenua and Hawke's Bay Regional Council	5
6.	Affixing of Common Seal	13
<b>Information or Performance Monitoring</b>		
7.	Report from the HB CDEM Group Joint Committee	15
8.	Report from the Climate Action Joint Committee	21
9.	Telemetry Review update	23
10.	Discussion of minor items not on the Agenda	

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**Hawke’s Bay Regional Council**

**Wednesday 31 January 2024**

**Subject: Call for minor items not on the Agenda**

**Reason for Report**

1. This item provides the means for councillors to raise minor matters they wish to bring to the attention of the meeting.
2. Hawke’s Bay Regional Council standing order 9.13 states:
  - 2.1. “A meeting may discuss an item that is not on the agenda only if it is a minor matter relating to the general business of the meeting and the Chairperson explains at the beginning of the public part of the meeting that the item will be discussed. However, the meeting may not make a resolution, decision or recommendation about the item, except to refer it to a subsequent meeting for further discussion.”

**Recommendations**

That Hawke’s Bay Regional Council accepts the following *minor items not on the agenda* for discussion as item 10.

Topic	Raised by



**Subject: Memorandum of Understanding between Tamatea Pōkai Whenua and Hawke's Bay Regional Council**

**Reason for Report**

1. This report seeks a decision to enter into a Memorandum of Understanding (MOU) between Tamatea Pōkai Whenua and Hawke's Bay Regional Council (HBRC) and to agree the Chairperson (Hinewai Ormsby) and Chief Executive (Dr Nic Peet) as signatories to the attached MOU.

**Officers' recommendation**

2. Staff recommend that the Council considers the information provided and agrees to enter into the MOU, and that the Chairperson and Chief Executive be the signatories of the MOU.

**Executive Summary**

3. Tamatea Pōkai Whenua is seeking to formally recognise their ongoing relationship with HBRC and the work that they undertake as part of this relationship. This recognition is sought by way of an MOU between Tamatea Pōkai Whenua and HBRC.

**Background**

4. Following discussions between HBRC and Tamatea Pōkai Whenua staff, a proposal was put forward to sign an MOU between the two organisations in order to formally recognise the relationship at a governance level, while also identifying the HBRC workstreams that Tamatea Pōkai Whenua is involved in.
5. The attached MOU and work plan identify the work that is already under way between the two parties and provides an outline of how we will work together to solidify the existing relationship.
6. The work plan identifies six pou as the key workstreams, being:
  - 6.1. Policy & Planning
  - 6.2. Regional Planning Committee
  - 6.3. Climate Action Committee
  - 6.4. Gravel Extraction/Protection
  - 6.5. Whatūma Management Group and
  - 6.6. the Coastal Hazards Committee.
7. It is expected that the work involved with each individual pou will be led at an operational level through the teams directly responsible for each workstream.
8. Once signed the MOU will also help to support the establishment of a Taiao Unit within Tamatea Pōkai Whenua. This support is intended to be offered by way of a financial seed-funding contribution for the Unit, which will become self-sustaining over time.
9. Additionally, once the MOU is signed, work can progress on the establishment of a contract between parties to help resource the delivery of the requirement for visions, values and a Te Mana o Te Wai statement as required by the National Policy Statement for Freshwater Management 2020.
10. Both parties have reviewed the MOU and Work Plan attached and are satisfied with them.

### **Strategic Fit**

11. This MOU formally recognises the work being undertaken and its importance as outlined in the six pou which all holistically support the strategic goals within the Council's Strategic Plan 2020-2025.

### **Significance and Engagement Policy assessment**

12. This proposal is not considered significant under the Council's Significance and Engagement Policy as it recognises pre-existing relationships and workstreams with Tamatea Pōkai Whenua and does not impact any other parties or work programmes.

### **Financial and Resource Implications**

13. There are no direct financial or resource implications resulting from this proposal.

### **Decision-making process**

14. Council and its committees are required to make every decision in accordance with the requirements of the Local Government Act 2002 (the Act). Staff have assessed the requirements in relation to this item and have concluded:
  - 14.1. The decision does not significantly alter the service provision or affect a strategic asset, nor is it inconsistent with an existing policy or plan.
  - 14.2. The use of the special consultative procedure is not prescribed by legislation.
  - 14.3. The decision is not significant under the criteria contained in Council's adopted Significance and Engagement Policy.
  - 14.4. The persons affected by this decision are the staff of Tamatea Pōkai Whenua and Hawke's Bay Regional Council directly involved in the six pou contained in the proposed work programme.
  - 14.5. Given the nature and significance of the issue to be considered and decided, and also the persons likely to be affected by, or have an interest in the decisions made, Council can exercise its discretion and make a decision without consulting with the community,

### **Recommendations**

That Hawke's Bay Regional Council:

1. Receives and considers the *Memorandum of Understanding between Tamatea Pōkai Whenua and Hawke's Bay Regional Council* staff report.
2. Agrees that the decisions to be made are not significant under the criteria contained in Council's adopted Significance and Engagement Policy, and that Council can exercise its discretion and make decisions on this issue without consulting with the community.
3. Agrees to enter into the Memorandum of Understanding between Tamatea Pōkai Whenua and Hawke's Bay Regional Council and agrees the Chairperson (Hinewai Ormsby) and Chief Executive (Dr Nic Peet) be the Council's signatories to the MOU.

### **Authored by:**

**Nichola Nicholson**  
**Team Leader Policy & Planning**

### **Approved by:**

**Katrina Brunton**  
**Group Manager Policy & Regulation**

**Attachment/s**

- 1 [↓](#) draft Memorandum of Understanding
- 2 [↓](#) Ngā Ara Pou Work Plan







MEMORANDUM OF UNDERSTANDING BETWEEN TAMATEA PŌKAI WHENUA (TPW) AND HAWKES BAY REGIONAL COUNCIL (HBRC)

WHAKATAUKI

'He puia taro nui, he ngata taniwha rau e kore e ngaro' 'A large single purposed group will not be deterred'.

1 Partners

Tamatea Pōkai Whenua and Hawkes Bay Regional Council

- 1.1 Tamatea Pōkai Whenua (TPW) is the Post Settlement Governance Entity for Heretaunga Tamatea. Established to resolve the redress negotiated by He Toa Takiri in settlement of the historical Treaty grievances of Heretaunga Tamatea takiwā, against the Crown [1]. The Trust has a Board of 23 Trustees, representing 43 hapū and 23 marae - mana whenua[2].
1.2 Hawkes Bay Regional Council (HBRC) a Local Authority under Part 1 of Schedule 2 of the Local Government Act 2002 are one of 16 regional and unitary councils, within Aotearoa New Zealand.

2 Purpose

Both TPW, as the Treaty partner, and the HBRC agree that the purpose of this Memorandum of Understanding is to formally record the relationship and recognise Ngāti Kahungunu o Heretaunga Tamatea as mana whenua.

TPW recognise the responsibility to provide manākitanga[3] for the interests of ngā hapū[4] within the takiwā[5] of Heretaunga Tamatea. TPW also recognise that the HBRC have shared commitments, and strategic priorities[6] for mana whenua, as well as relationships with other tangata whenua/iwi affiliates within their respective takiwā.

HBRC will recognise TPW rangatiratanga and mana[7] within the takiwā.

3 Principles

- 3.1. The Partners agree the following principles for working together on strategic planning, resource management and development issues:
- Kaitiakitanga over Heretaunga Tamatea takiwā: The partners agree on enabling environmental wellbeing of the people they serve and those living in the Heretaunga Tamatea area.
- Mana Motuhake: The partners agree to be inclusive and embracing of tikanga-iwi aspirations, technical and mātauranga Māori and mātauranga-ā-iwi within resource management, growth management, consenting processes, and plans. Achieving enhanced community wellbeing generally, and achieving planning and development outcomes that cater for the needs and aspirations of Māori specifically is of vital importance.
- Mana Whenua: The partners agree that TPW provide input on behalf of mana whenua, utilising holistic planning processes, encompassing (as appropriate) kaitiakitanga, cultural and environmental values, protection and enhancement, social and economic aspirations and initiatives, mātauranga-ā-iwi and tikanga-ā-iwi. TPW will work to provide input from and on behalf of mana whenua and where necessary the hapū, marae and/or entities appropriate to the matter being considered.
- Tino Rangatiratanga: The partners will work together in utmost good faith to meet statutory requirements, ensure tikanga-ā-iwi, mātauranga-ā-iwi and aspirations are incorporated into strategic planning and resource management decision-making, and more generally promote social, cultural, economic and environmental wellbeing.
- Whanaungatanga: As the relationship envisaged in this Memorandum develops, the partners will agree on a programme of work to be carried out, the capability and capacity required to meet that programme, and the financial support to be provided by the HBRC in support of building that capability.
- Ta Utu: The partners acknowledge each other's roles and obligations under law, to their constituting authorities and to their stakeholders and beneficiaries.
Nothing in this Memorandum affects the legal rights and obligations of either partner.
3.2. Either partner has the right to enter into other arrangements with other iwi affiliates.
3.3. Within the Heretaunga Tamatea takiwā, the exercising of kaitiaki[8] and tikanga[9] is acknowledged, by the HBRC to be with Heretaunga Tamatea marae and hapū. The HBRC will seek and receive TPW advice about the exercise of that authority.

- 3.4. In areas of mutual interest, the partners will pursue joint developments and evaluation of programmes, projects and initiatives.
3.5. The partners commit to open discussion, positive negotiation and a problem-solving approach to all matters related to fulfilling the purpose of this partnership.
3.6. The partners recognise and respect the diverse strengths and contributions each brings to the partnership.
3.7. The partners will have equal status in decision making on all matters related to fulfilling the purpose of this partnership.
3.8. Effective channels of communication and regular opportunities for dialogue and the establishment of formal mechanisms for input are essential to the success of the partnership.

4 Ngā Ara Pou

- 4.1. The partners agree to give effect to the Memorandum of Understanding through the establishment of the Ngā Ara Pou [10] Work plan.
4.2. Nominees of the TPW and the HBRC will meet annually to review the progress of Ngā Ara Pou and to identify priority issues and tasks.

5 Review of Agreement

- 5.1. The Memorandum of Understanding will be reviewed every five years

FOR AND ON BEHALF OF TAMATEA PŌKAI WHENUA of (TPW)



Pohatu Paku (Chairperson - Tamatea Pōkai Whenua)

Date: -----

FOR AND ON BEHALF OF HAWKES BAY REGIONAL COUNCIL (HBRC)



Hinewai Ormsby (Chairperson - Hawkes Bay Regional Council)

Date: -----

[1] Heretaunga Tamatea and Trustees of Tamatea Pōkai Whenua and The Crown Deed of Historical Covenants (2010). HTS/TPW settled in 2010.
[2] Mana whenua refers specifically to those who are of direct lineage to ngā hapū of Heretaunga Tamatea.
[3] Manākitanga refers to showing respect, caring and embracing.
[4] Ngā hapū refers to the hapū of Heretaunga Tamatea who are Mana Whenua.
[5] Within their respective takiwā or area, district or region.
[6] Refer to HBRC's strategic summary to work with TPW.
[7] Rangitiratanga and mana refers to the status of ngā hapū o Heretaunga Tamatea as the indigenous people of the land.
[8] Kaitiaki Māori, the new kaitiaki is frequently used to refer to those related to, but not bound to, the formal resolution of protocols which is determined by the hapū or mana whenua of Heretaunga Tamatea relations.
[9] Tikanga derives from the same tikā, to be correct and refers to that as accepted as correct customary practice as all Māori maintain. Tikanga is the appropriate behaviour relevant to those associated with the ritual which is embraced by the hapū or mana whenua of Heretaunga Tamatea relations.
[10] Refer to Appendix 1
[11] Ngā Ara Pou Work Plan, as attached.

TPW + HBRC

MEMORANDUM OF UNDERSTANDING





## Ngā Ara Pou Work Plan /Programme (Draft)

Ngā Ara Pou	Pou Strategies / Objectives	Achieve by:	Objectives	Milestone / Success Measure
<b>Pou 1</b>	<b>Policy &amp; Planning</b>  (Policy development and consenting)	Established & ongoing	<ul style="list-style-type: none"> <li>• Involvement with policy and plan development which applies to TPW takiwā</li> <li>• Provide deliverables as required from tangata whenua under National Policy Statement and other appropriate planning instruments, i.e, Values, aspirations, mātauranga for freshwater management under the NPSFM</li> <li>• Provide cultural input and assessments for consenting process where required under the RMA.</li> </ul>	<ul style="list-style-type: none"> <li>• Evidence of ongoing meaningful contribution to policy and plan development.</li> <li>• Input into consenting processes within statutory timeframes under the RMA</li> </ul>
<b>Pou 2</b>	<b>Regional Planning Committee - RPC</b> Leadership/C ontribution	Established	<ul style="list-style-type: none"> <li>• To act in an advisory capacity, as a joint committee to the Council appointed under Clause 30(1)(b) of schedule 7 of the Local Government Act 2002.</li> <li>• To represent the joint interests of Heretaunga Tamatea, with reps from both regions, and report back to TPW and their respective Marae committees/trusts.</li> </ul>	<ul style="list-style-type: none"> <li>• Established with two representatives: <ul style="list-style-type: none"> <li>○ 1 Heretaunga representative</li> <li>○ 1 Tamatea rohe representative</li> </ul> </li> </ul>

Ngā Ara Pou	Pou Strategies / Objectives	Achieve by:	Objectives	Milestone / Success Measure
<b>Pou 3</b>	<b>Climate Action Committee Representative</b>	Established	<ul style="list-style-type: none"> <li>To Guide Council actions for monitoring and responding to urgent and emerging coastal hazard issues.</li> <li>Strategy Development.</li> <li>Facilitate case-by-case approaches under the Strategy.</li> <li>Advise on the Coastal Hazards Interim Response Plan.</li> </ul>	<ul style="list-style-type: none"> <li>Established with one representative</li> <li>Member on the Technical Advisory Group, to be confirmed with TPW, if interested.</li> </ul>
<b>Pou 4</b>	<b>Gravel Extraction/Protection Tangata Whenua Groups: Ngaruroro, Tukituki &amp; Tūtaekurī Awa</b>	Appointed	<ul style="list-style-type: none"> <li>In ref to the Freshwater Environmental Monitoring and Evaluation Plan for Gravel Extraction.</li> <li>Act in an advisory capacity in partnership with Awa/River management.</li> <li>Be available to induct new Contract Extractors and wahi tapu sites evaluation.</li> </ul>	<ul style="list-style-type: none"> <li>Established with two representatives for each catchment river.</li> <li>Yet to Finalise the Terms of References for: Ngaruroro, Tukituki &amp; Tūtaekurī.</li> <li>TPW reps on the Tūtaekurī group.</li> </ul>
<b>Pou 5</b>	<b>Whatumā Management Group (with DOC)</b>	May 2024	<ul style="list-style-type: none"> <li>Yet to be confirmed with the Whatumā Management Committee and Doc.</li> </ul>	<ul style="list-style-type: none"> <li>Terms of Reference signed between Whatumā Management Group and TPW.</li> <li>Work towards a joint proposition relationship agreement between Whatumā Management Group to HBRC.</li> </ul>
<b>Pou 6</b>	<b>Coastal Hazards Committee (Tangoio to Clifton)</b>	Established	<ul style="list-style-type: none"> <li>To guide and provide oversight for key components to the Coastal Hazards Strategy.</li> <li>Identify hazards and provide technical assessments where required.</li> <li>Funding, advisement of planning implementation</li> </ul>	<ul style="list-style-type: none"> <li>Established with one representative.</li> </ul>

**Subject: Affixing of Common Seal**

**Reason for Report**

1. The Common Seal of the Council has been affixed to the following documents and signed by the Chair or Deputy Chair and Chief Executive or a Group Manager.

		Seal No.	Date
1.1	<p><b>Staff Warrants</b></p> <p>1.1.1 S. Courtnell</p> <p><i>(Delegations under the Biosecurity Act 1993 (Sections 103 and 105); Civil Defence Emergency Management Act 2002 (s.86-92) and Local Government Act 2002 (s.177))</i></p>	4581	7 December 2023
1.3	<p>Vesting of Reclaimed Land – Napier Port Limited</p> <p>Section 245 Certificates for two lots:</p> <ul style="list-style-type: none"> <li>• Northern Breakwater (No Lot); and</li> <li>• Northern Breakwater (Lot 1 DP 391336)</li> </ul> <p>under Section 245 Resource Management Act 1991</p> <p><i>(A Section 245 Certificate is confirmation from the consent authority that issued the consent that the reclamation has been completed in accordance with the Resource Consent's conditions)</i></p>	4582	7 December 2023

2. The Common Seal is used twice during a Leasehold Land Sale, once on the Sale and Purchase Agreement and once on the Land Transfer document. More often than not, there is a delay between the second issue (Land Transfer document) of the Common Seal per property. This delay could result in the second issue of the Seal not appearing until the following month.
3. As a result of sales, the current numbers of Leasehold properties owned by Council are:
  - 3.1 1 cross lease property was freeholded, with 61 remaining on Council's books
  - 3.2 No single leasehold properties were freeholded, with 78 remaining on Council's books. This total increased as the remaining leaseholder on the cross lease that sold became a single leasehold.
  - 3.3 The Agreement for Sale and Purchase transactions have been for properties that have subdivided, moving from cross lease to a single lease.

**Decision-making process**

4. Council is required to make every decision in accordance with the provisions of Sections 77, 78, 80, 81 and 82 of the Local Government Act 2002 (the Act). Staff have assessed the requirements contained within these sections of the Act in relation to this item and have concluded the following:

- 4.1 Sections 97 and 88 of the Act do not apply.
- 4.2 Council can exercise its discretion under Section 79(1)(a) and 82(3) of the Act and make a decision on this issue without conferring directly with the community or others due to the nature and significance of the issue to be considered and decided.
- 4.3 That the decision to apply the Common Seal reflects previous policy or other decisions of Council which (where applicable) will have been subject to the Act's required decision-making process.

### **Recommendations**

That Hawke's Bay Regional Council:

1. Agrees that the decisions to be made are not significant under the criteria contained in Council's adopted Significance and Engagement Policy, and that Council can exercise its discretion and make decisions on this issue without conferring directly with the community or persons likely to have an interest in the decision.
2. Confirms the action to affix the Common Seal.

### **Authored by:**

**Diane Wisely**  
Executive Assistant

**Vanessa Fauth**  
Finance Manager

### **Approved by:**

**Nic Peet**  
Chief Executive

### **Attachment/s**

There are no attachments for this report.

**Subject: Report from the HB CDEM Group Joint Committee**

**Reason for report**

1. This item provides an update from the HB CDEM Group Joint Committee meeting held on 27 November 2023.

**Agenda items**

2. The **Emergency Management Bill Group submission** item enabled the Joint Committee to endorse a submission (attached) on the proposed Emergency Management Bill.
3. The **NEMA update** item gave National Emergency Management Agency the opportunity to present a report on issues affecting the sector with highlights including:
  - 3.1. Progress of the Emergency Management Bill is uncertain following the recent change of Government
  - 3.2. 13 of 16 CDEM Groups across the country are still in recovery from various weather events.
4. The **Regional Recovery Agency - Cyclone Gabrielle recovery update** provided the Joint Committee with an overview of the Agency's activities; highlighted matters included:
  - 4.1. Progress is being made with land categorisation and the associated buyouts
  - 4.2. Rebuilding the flood protection network is progressing well
  - 4.3. The incoming Government must be kept informed about the recovery situation in HB
  - 4.4. The recovery agency is focussing on opportunities that may arise for the region as HB moves from recovery to a rebuilding phase
  - 4.5. Removal of silt and other debris continues to be a priority with further funding being sought from the Government.
5. The **CDEM Group Manager's monitoring and performance report** provided the Joint Committee with information on the progress being made with the Group's Work Programme. Highlighted matters included:
  - 5.1. Group staffing levels are at full strength for the first time since the 2020 COVID-19 lockdown period
  - 5.2. Local Councils supported by CDEM Group are actively working with communities to establish emergency plans and start community led hubs where required.
6. The **Update on the Independent Review into HB Civil Defence Emergency Management Group's response to Cyclone Gabrielle** item enabled Bush International Consulting to advise on the review's progress which highlighted:
  - 6.1. More than 900 submissions received to date
  - 6.2. Submission deadline extended to 31 December 2023
  - 6.3. Review completion date is now likely March 2024.

### **Decision-making process**

7. Staff have assessed the requirements of the Local Government Act 2002 in relation to this item and have concluded that, as this report is for information only, the decision-making provisions do not apply.

### **Recommendation**

That Hawke's Bay Regional Council receives and notes the *Report from the HB CDEM Group Joint Committee*.

### **Authored by:**

**Peter Martin**  
**Senior Governance Advisor**

### **Approved by:**

**Ian Macdonald**  
**HB CDEM Group Controller / Manager**

### **Attachment/s**

- 1 [↓](#) HBCDEM Group submission to Emergency Management Bill





1 November 2023

Committee Secretariat  
 Governance and Administration Committee  
 Parliament Buildings  
 WELLINGTON 6021

VIA EMAIL: [ga@parliament.govt.nz](mailto:ga@parliament.govt.nz)

Tēnā koutou

### TE MATAU-A-MĀUI - HAWKE'S BAY CDEM GROUP SUBMISSION ON THE EMERGENCY MANAGEMENT BILL 2023

The Te Matau-a-Māui - Hawke's Bay CDEM Group thanks the Governance and Administration Committee for the opportunity to make a submission on the proposed Emergency Management Bill 2023 (the Bill).

Earlier this year Te Matau-a-Māui - Hawke's Bay was seriously impacted by one of the biggest disasters to impact on Aotearoa since the Canterbury Earthquake sequence in 2011. Cyclone Gabrielle was probably one on the largest weather events in New Zealand in recent history. Unfortunately, Te Matau-a-Māui - Hawke's Bay was the most affected region from this event, and as a result our comments on the proposed Bill are born out of hard won and difficult experiences and the ongoing mahi in the recovery space.

In general, we are supportive of the Bill in terms of being one step in modernising and streamlining New Zealand emergency management system. But we are of the view that the Bill has missed an opportunity to learn from the many events since the Canterbury Earthquakes and provide a comprehensive review of the national emergency management system. This would include structures and funding. Quite simply the system resulting from this Bill may be suitable for the events of yesterday and possibly today, but in no way does it address the substantive issues needed to make the system fit for purpose to achieve good emergency management outcomes for our communities and people in the future years.

We would also point out that there are several ongoing reviews, and the Government's own Inquiry which will provide insights into recent events. We would encourage the Committee to carefully consider the outcomes of these reviews when they are available. Our view is that these reviews are likely to identify systemic issues as recognised in the various inquiries and technical advisory group reports completed on major disasters since the Canterbury Earthquakes in 2011. Many of the issues from previous reports are yet to be addressed. We would strongly urge the Committee to take note of the findings from these disasters and implement change system wide.

We cannot let the lessons of recent events be wasted.

Comments with some recommendations on the Bill are as follows.

#### Responsibilities under Te Tiriti and partnering with Tangata Whenua

We fully support the inclusion of the requirement to fulfil the responsibilities under te Tiriti o Waitangi/Treaty of Waitangi through the emergency management system and recognising the value and role of tangata whenua in emergency management. The CDEM Act was enacted in 2002 and amended in 2016, and it is surprising that acknowledgment of te Tiriti/Treaty responsibilities was not included then.

We would comment however that provision should be made for Emergency Management Committees (EMCs), local authorities and relevant Iwi and Hapū to have much greater discretion to enter dialogue and decide how the governance arrangements and partnership should work for them, rather than prescribing structures and processes to the degree being imposed through the Bill.

#### **Roles and Responsibilities.**

We support any changes that meaningfully clarifies and simplifies the roles and responsibilities in emergency management prior to an emergency occurring. Better clarity in the roles of local authorities under cl. 37 are supported. We would however support better clarity and consistency by further strengthening the requirement for local authorities to carry out these functions in a manner that is consistent with what has been agreed to by the EMC in the Area Plan.

We would also request that an additional function be added to this clause requiring local authorities to also engage and plan with tangata whenua in their areas. This acknowledges the existing roles and relationships between territorial authorities and tangata whenua, and the joint responsibilities for this relationship with the EMC.

#### **Controller Appointments and Delegations**

We note that the delegations for Area Controllers do not align with the provisions and delegations for Recovery Managers.

Under the Bill, EMCs are responsible for appointing suitably qualified and experienced Area Controllers and Recovery Managers. The powers for both of these roles generally fall out of the declaration of a state of emergency and transition notices. It is important that this is clear and happens in a timely manner. When the role of recovery managers with specific powers was created in the last amendment to the CDEM Act, these powers were automatically vested upon the notice of a transition period.

We note that the same logic applies to the Director of Emergency Management and National Recovery Manager.

The local recovery manager provisions have carried through into the new Bill, however there are no automatic powers vested in appointed controllers on the declaration of a state of emergency. The individual powers need to be specifically delegated by the EMC either in the Area Plan, or by resolution during an event.

This appears to be unintentional but unwieldy and could divert effort at the start of an emergency when quick decisions are needed to keep the community safe.

We would recommend that the delegation of the powers of an Area Controller be aligned with both the Director of Emergency Management and recovery managers in that they occur automatically to an appointed area controller in a state of emergency. This puts the onus on an EMC to properly vet and appoint suitably qualified and experienced area controllers for an emergency.

#### **Rules**

We generally agree with the new provisions to allow the development of Rules addressing administrative, operational, and technical matters during 'peacetime' by the NEMA Director. To be effective an emergency management system needs to be flexible and able to adapt quickly as the environment changes, even in readiness. The ability for Rules to be developed outside of a more formal legislative process will help enable this.

The only proviso is that as the Rules will generally require EMCs or local authorities to undertake an action, it is critical that they be consulted as part of the development process and a cost benefit analysis is undertaken. This should be a requirement of this process.

### **Funding and Resourcing**

This is perhaps the biggest issue in relation to the Bill and the operation of the overall emergency management system.

Some of the changes in this Bill which will require the Group to invest in additional resourcing and capability include:

- Māori partnerships and governance
- Planning for disproportionately impacted communities

When this is combined with trying to meet increasing expectations of what the Group will deliver and responding in an environment of increased complexity and frequency of events, the additional resourcing required is substantial for a region the size of Hawke's Bay.

In Hawke's Bay we have had to respond to a succession of significant emergencies beginning with the national state of emergency for the first COVID-19 lockdown in early 2020. The cumulative impact of just responding<sup>1</sup> to these events at both a Group and local level is currently many millions of dollars of additional expenditure. This is placing huge pressure on an already stretched ratepayer. The cost sharing model for responding to significant emergencies need to be reviewed so that the costs are more fairly distributed between local and national government.

The emergency management system can be seen as having three layers being national, regional and local. Both the regional and local levels are primarily the responsibility of local government and are funded as such. Our view is this model is not sustainable and needs to be urgently reviewed. We would suggest that a cost sharing approach should be taken particularly at a regional level, but where necessary at a local level as well. This will help to ensure the burden of preparing and responding to emergencies is shared between both ratepayers and the wider taxpayer as the benefits of a well prepared and resourced system accrue at both levels.

For example, in recent years most significant emergencies have required a sector wide response with local government staff being deployed across the country in support of other CDEM Groups. This has now become the norm for most emergencies requiring a state of emergency. This investment by local authorities in the supporting the wider system needs to be recognised and supported.

We also note that due to the different capacities of local authorities, the level of service for emergency management delivered to individuals and communities can differ greatly between regions and local authorities. A cost sharing model could be designed to address these inequities.

As a final point on funding, our experience during the Cyclone Gabrielle response was that there was a lack of investment in specialised response resources which can be deployed to deal with specific technical issues such as contamination in flooded industrial areas. It is important that at a national level these specialised resource requirements are identified, coordinated, and funded.

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<sup>1</sup> Not including business as usual council infrastructure response/repairs

### **Critical Infrastructure**

We are supportive of the changes proposed in the Bill. We acknowledge that having set restoration standards, planning and resilience programmes will be a cost on providers and that may be passed on to customers. However, providers need to maintain their social licence to operate, which includes the timely and effective restoration life supporting infrastructure.

As experience and research shows, investment in infrastructure resilience ahead of an event, results in exponential cost savings after a disaster. During Cyclone Gabrielle it became evident that different critical infrastructure operators had varying degrees of preparedness and more consistency in this area is vital in today's modern world where infrastructure, life safety and ongoing welfare/wellbeing are more interconnected than before.

Given the community's increased reliance on technology and infrastructure, better assurance of different organisations responsibilities in this area is critical. We also feel that this will result in individual providers within a sector of critical infrastructure coming together to sharing resources and set common standards.

### **Other Matters**

We would like the Committee to consider changing the reference to "area" with respect to EMCs, controllers and recovery managers. The use of the word "area" is confusing as it also relates to emergency services and has no corresponding alignment with other parts of local government. We would recommend this be changed to "region". This reflects both the form and function of EMCs. For this reason, Area Emergency Management Plans should also be called Region Emergency Management Plans.

We also support the move away from Civil Defence Emergency Management (CDEM) to Emergency Management. Our experience is that there is a wide variation and confusion on what is understood to be CDEM. The public and indeed the media and other agencies, often do not understand that a CDEM response encompasses all the councils, emergency services, central government agencies, NGOs, critical infrastructure providers and the community led response.

More recently with NEMA being established, there is confusion within their staff with reference been made to NEMA carrying out this responsibility and CDEM having that responsibility.

The move to emergency management better reflects the role being undertaken as our part of the system in coordinating the response to a disaster. We would suggest a comprehensive public media and education plan to embed this change will be needed.

In conclusion, thank you for considering our submission proposed Emergency Management Bill.

We wish to be heard in support of this Submission.

Nga mihi



**Hinewai Ormsby**  
**Chairperson Joint Committee**  
**On behalf of the Hawke's Bay Civil Defence Emergency Management Group**

**Subject: Report from the Climate Action Joint Committee**

**Reason for Report**

1. The following matters were considered by the Climate Action Joint Committee (the Joint Committee) on 11 December 2023 and are now presented for the Council's information alongside any additional commentary the Climate Action Joint Committee members wish to offer.

**Agenda items**

2. The **Climate Action Vision** item sought the endorsement of the Joint Committee for the *Vision and Strategy for the Climate Action Joint Committee* which had been developed through workshops with Joint Committee members and members of the Climate Action Technical Advisory Group held during October and November 2023.
  - 2.1. The Vision & Strategy includes for 8 domains prioritised by committee members, a vision statement for 2050 and a strategy statement for how this will be achieved.
  - 2.2. The 8 domains are biodiversity, transport, primary industry, waste, urban and housing and waimāori.
  - 2.3. The Joint Committee made several amendments to the document and endorsed it as a living document.
3. The **Climate Action Joint Committee funding** item presented a shared funding model for the Joint Committee, and its work programme which included undertaking a climate change risk assessment and measuring and reducing our regional contribution to climate change.
4. The committee supported the chair and deputy to write to partner councils to request that this funding be included in their respective long term plans with the funding requirement to be advised by Dr Nic Peet following discussion with the Chief Executives from all partner councils.
5. Representatives of Karamū High School, Taikura Rudolf Steiner School and Napier Girls High School from the region's Youth Environment Committee delivered their **Youth Action Climate Forum Presentation** to the Joint Committee which included outcomes desired by rangatahi in the areas of waste reduction, public transport provision and waterways, and also highlighted a desire for a rangatahi voice on the Joint Committee.

**Decision-making process**

6. Staff have assessed the requirements of the Local Government Act 2002 in relation to this item and have concluded that, as this report is for information only, the decision-making provisions do not apply.

**Recommendations**

That Hawke's Bay Regional Council receives and notes the *Report from Climate Action Joint Committee*.

**Authored by:**

**Pippa McKelvie-Sebileau**  
**Climate Action Ambassador**

**Allison Doak**  
**Governance Advisor**

**Approved by:**

**Desiree Cull  
Strategy and Governance Manager**

**Attachment/s**

There are no attachments for this report.

**Subject: Telemetry Review update**

**Reason for Report**

1. This item provides an update on the HBRC Telemetry system upgrades and review findings as requested by Council.

**Executive Summary**

2. This report provides Council with a further update on the telemetry review that was conducted last year, and:
  - 2.1. Clarifies that the power back up system for the Kahurānaki repeater site failed shortly after power was lost to the site and that the battery system designed to manage the transition to back up power was quickly overwhelmed by site demands.
  - 2.2. Explains the new operating model for communications across the telemetry network and how that is being rolled out.
  - 2.3. Clarifies the nature of historical contractual relationships with providers and sets out work to update and strengthen those relationships.

**Background**

**Kahurānaki site power and back-ups**

3. Staff presented a review of the telemetry network in August last year. Since this review additional information has been provided by Vital (the radio channel service provider) and staff have clarified the role of the batteries in the Kahurānaki site backup systems.
4. The Kahurānaki repeater failed shortly after mains power to the site was lost. The site relies on a generator for power in event of a power cut. A shaft broke that connects the generator to the motor shortly after the generator started which forced the site to rely on batteries. The battery information reported to you previously was incorrect.
5. Batteries are installed to cover the time it takes for the generator to take over the power requirements if mains power to the site is lost. They act as a type of un-interruptible power supply (UPS) in much the way we have on many computer systems in our building.
6. The Kahurānaki site is shared by FENZ, Unison, St Johns and HBRC along with others. The batteries are designed to supply the entire site demands for only a short period until the generator is operating. This is consistent with the way our own building here at Dalton Street operates.
7. The batteries did supply power to the entire site for a short while after the generator failed but the load was too much for the batteries to sustain as the battery system was essentially only designed to cover a short period of time during a loss of power.
8. The batteries at the site were modern and fully serviceable at the time of the power failure on 13 February 2023.

**Historical contract management**

9. Staff have been reviewing the history of the provision of services for the Kahurānaki site.
10. Set out below is a timeline of how we came to have a contract with Vital:
  - 10.1. 2003 the repeater Channel ESB1 was installed by Team Talk and HBRC assumed

- ownership.
- 10.2. 2006 saw the creation of a service contract with TeamTalk which gave HBRC and CDEM exclusive channel access and a Network Service agreement (NSA) for power and accommodation for a period of 36 months
  - 10.3. July 2011 ownership changed from HBRC to TeamTalk and a new 36-month contract was signed which included repairs a basic service level agreement
  - 10.4. March 2013 and February 2016, the contract was re-signed
  - 10.5. 2019 TeamTalk rebrands as Vital
  - 10.6. The contract has not been re-negotiated since 2019. The contract also appears to relate only to the provision of an exclusive radio frequency and is not specific about levels of service or maintenance.
11. Regular payments continued to Vital for service fees and ESB (Emergency Services Band) channels to keep the network operational.
    - 11.1. In discussing the situation with other agencies who use the Kahurānaki site it appears they are in a similar position as HBRC with a service contract that is not comprehensive enough to meet current requirements.
    - 11.2. We are currently working with our Procurement team to negotiate a contract that satisfies our needs while work continues on finishing the Digital Mobile Radio (DMR) network.
    - 11.3. At the Kahurānaki site we now own the radios and batteries and the contract will include Vital providing mains power, aerials and housing HBRC equipment.

### Next Steps

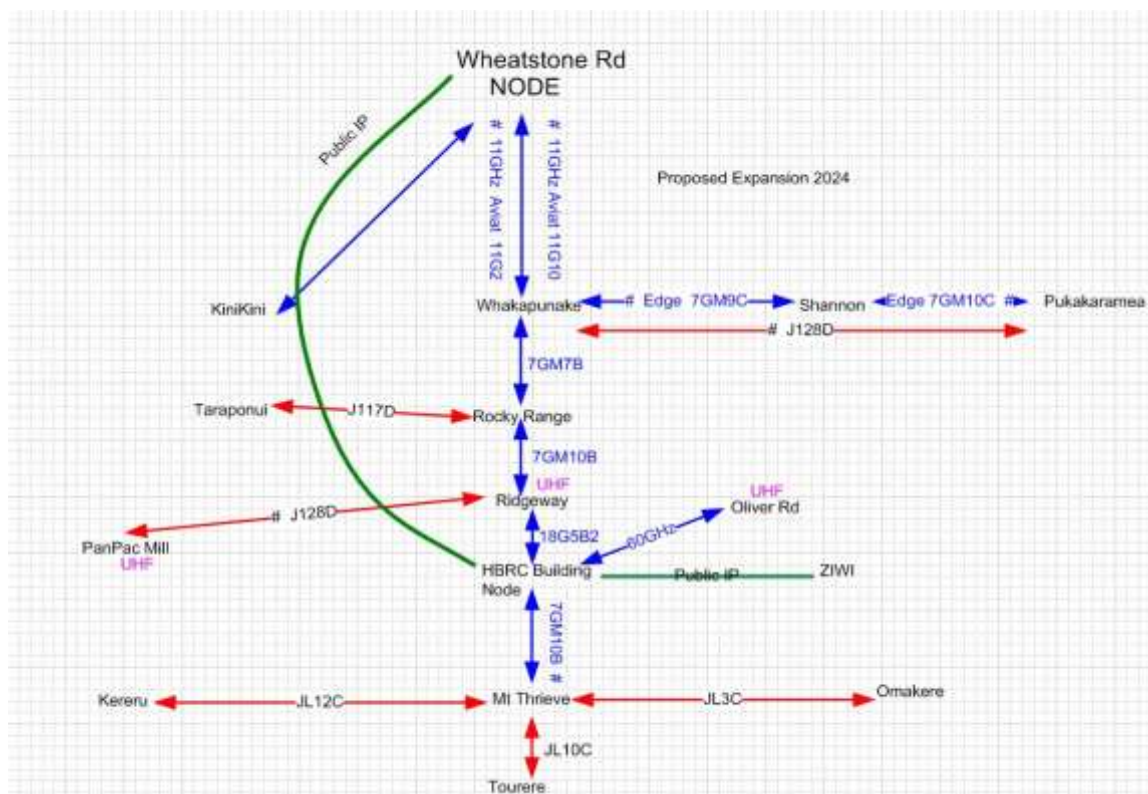


Diagram of the DMR (Digital Mobile Radio) planned upgrade for Hawke's Bay



### The future operating model – DMR

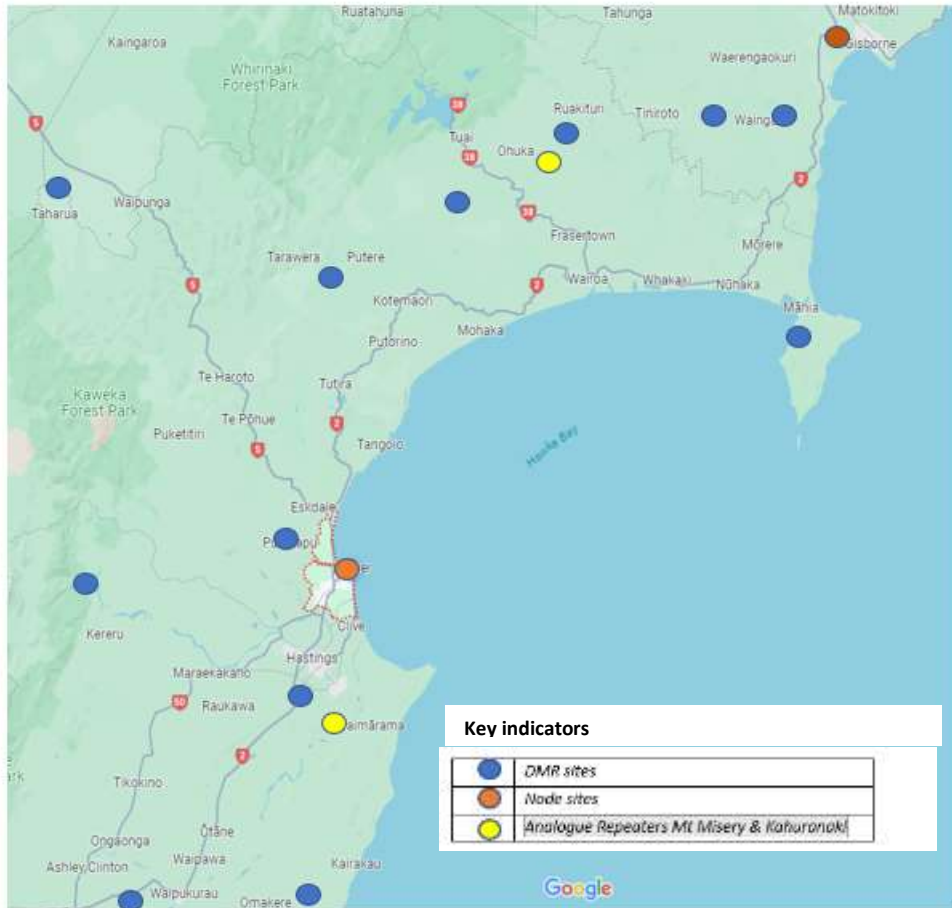
12. The upgrade will complete the network linking via radio
  - 12.1. This will allow full microwave linking from the Wheatstone Rd Node in Gisborne to the HBRC building node with Fibre IP as backup
  - 12.2. Each node or controlling computer allows the region to operate autonomously if regional communications were lost
  - 12.3. The master node in Gisborne constantly communicates with other nodes, with a full map of the system replicated in each Node
  - 12.4. If communication with the master node fails, the other node will become the master and resumes full operation.
  - 12.5. As all sites connect with the node continuously, all data is routed to the nearest radio site
  - 12.6. Should a site fail then all radios within coverage will move on to an alternative site
  - 12.7. Most sites have overlapping coverage, some from multiple sites and the radio will change to select the best site with coverage.
13. With the completion of the microwave network the nodes will have microwave as primary and fibre as back-up communications.
14. The repeater sites have 230v mains power, most have a back-up generator, and all have at least 24 hours of battery autonomy.

### Our current analogue system

15. Our current radio system is an analogue system, which sends data through to either Mt Misery or Kahurānaki repeaters. HBRC plans to keep this system and run it alongside our primary DMR system. Should the DMR system fail, Analogue will be remotely switched on at key sites that have both systems running.
16. HBRC has bought and installed new radios and batteries at Kahurānaki and Mt Misery Repeater sites. These sites both have mains power and battery back-up for 48 hours and only supply power to HBRC equipment. Kahurānaki is remotely monitored 24/7 and a monthly report is produced for HBRC along with an annual audit.

### Cell/Satellite sites

17. Some sites which are essential for our flood warning network will also have cellphone or satellite telemetry as an alternative back up to the two radio systems. A minor drawback with these two systems is the inability to retrieve data on demand and at intervals much more than hourly. Radios can poll the data at very small intervals or on demand.



*Location Map for DMR, Node and Repeater sites*

18. The table below shows the area that the repeater services and the owner and service provider of each site. Staff are in the process of formalizing the provision of services with contracts between Council and the service providers which is labelled below as draft in process.

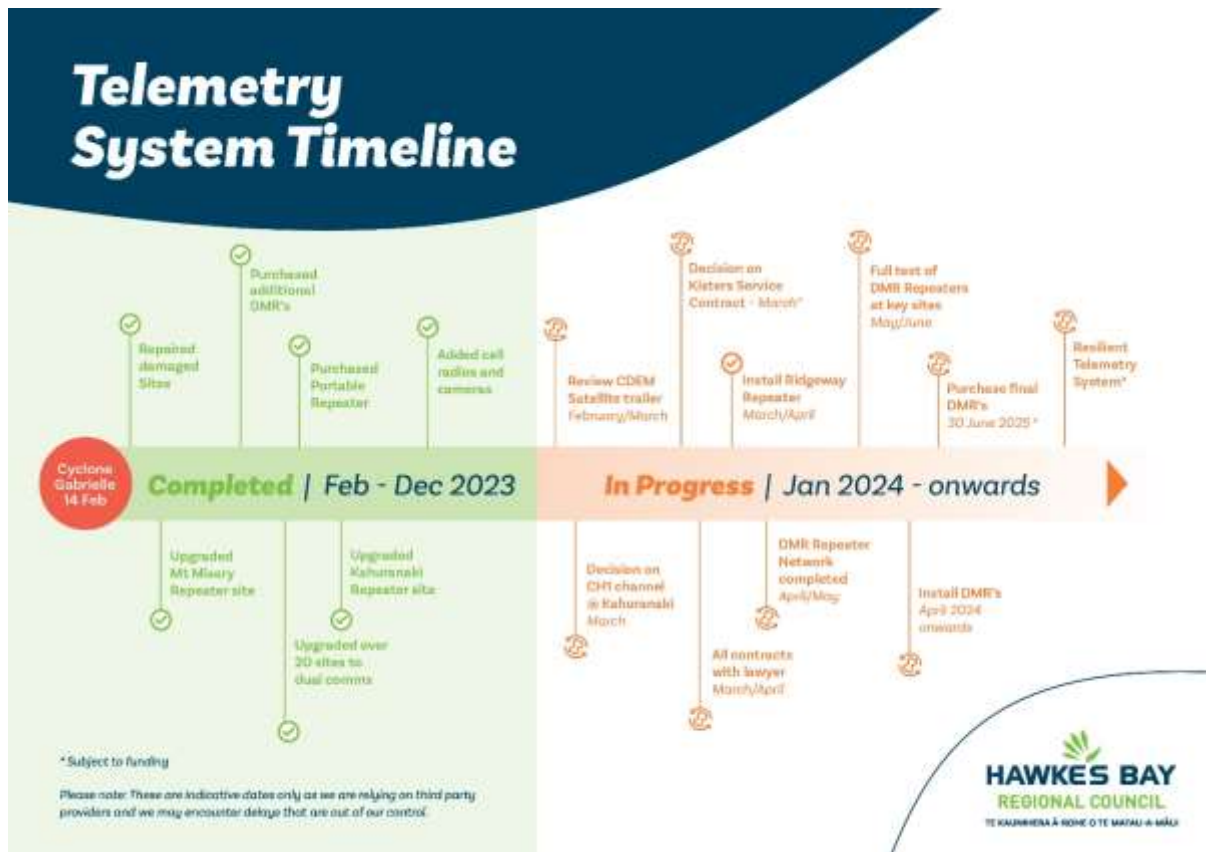
Site Name	Area	Owner	Service Provider	DMR/ Analogue	Contract
Kinikini	Mahia Peninsula	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Whakapunake	Inland Wairoa	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Shannon Station	Ruakituri and Lake Waikaremoana	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Pukakaramea	Kotemaori-Raupunga	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Taraponui	Napier North	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Napier City	Hastings - Napier	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Kereru	Western Inland	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Mt Thieve	Hastings South	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Omakare	South Eastern Coast	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Tourere	Southern Hawkes Bay	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Wairango	Taupo Region	DL Technical Associates	Communicate & Colvins	DMR	Draft in progress
Napier node	HBRC	DL Technical Associates	Communicate & Colvins	Node	Draft in progress
Gisborne node	Wheatstone Road	DL Technical Associates	Communicate & Colvins	Node	Draft in progress

Site Name	Area	Owner	Service Provider	DMR/ Analogue	Contract
Kahuranaki repeater	Kahuranaki	Vital	Vital/Downers	Analogue	Draft in progress
Mt Misery repeater	Inland Wairoa	HBRC	Communicate & Colvins	Analogue	Draft in progress

19. Twenty sites already have some type of dual communication.
20. All telemetry sites have been repaired and are fully functioning.
21. As funding is secured, HBRC will continue to upgrade keys sites to make the system as resilient as possible.
22. A portable repeater has been purchased and successfully tested at sites in Taradale and Havelock North. This will allow HBRC to run our current system through a repeater other than Kahurānaki. A similar test is scheduled for up north at our Mt Misery site.

**Future contract management**

23. Currently two contracts are with our procurement team, one for telemetry service with Vital at Kahurānaki and the other with DL Technical associates who own and operate the DMR network.
24. Once we are happy that the contracts contain the correct levels of service and maintenance, they will undergo a legal check before signing.



Timeline of proposed Telemetry decisions and installations

**Decision-making process**

25. Staff have assessed the requirements of the Local Government Act 2002 in relation to this item and have concluded that, as this report is for information only, the decision-making provisions do not apply.

**Recommendation**

That Hawke's Bay Regional Council receives and notes the *Telemetry update* staff report.

**Authored by:**

**Peter Davis**  
Manager Environmental Information

**Approved by:**

**Iain Maxwell**  
Group Manager Integrated Catchment Management

**Attachment/s**

There are no attachments for this report.