Absolutely Positively **Wellington** City Council

Me Heke Ki Pōneke

Ordinary Meeting of Kōrau Mātinitini | Social, Cultural and Economic Minutes

9:30am Thursday, 2 March 2023 Ngake (16.09) Level 16, Tahiwi 113 The Terrace Wellington

KŌRAU MĀTINITINI | SOCIAL, CULTURAL AND ECONOMIC 2 MARCH 2023

PRESENT

Mayor Whanau **Deputy Mayor Foon** Councillor Abdurahman (Deputy Chair) Councillor Apanowicz **Councillor Brown Councillor Calvert** Councillor Chung **Councillor Free** Pouiwi Hohaia Pouiwi Kelly (via audiovisual link) **Councillor Matthews Councillor McNulty** Councillor O'Neill (Chair) **Councillor Pannett** Councillor Paul **Councillor Randle** Councillor Wi Neera **Councillor Young**

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1. Meeting Conduct

1.1 Karakia

The Chairperson declared the meeting open at 9:30am and read the following karakia to open the meeting.

Whakataka te hau ki te uru,	Cease oh winds of the west
Whakataka te hau ki te tonga.	and of the south
Kia mākinakina ki uta,	Let the bracing breezes flow,
Kia mātaratara ki tai.	over the land and the sea.
E hī ake ana te atākura.	Let the red-tipped dawn come
He tio, he huka, he hauhū.	with a sharpened edge, a touch of frost,
Tihei Mauri Ora!	a promise of a glorious day

1.2 Apologies

Moved Councillor O'Neill, seconded Deputy Mayor Foon

Resolved

That the Korau Matinitini | Social, Cultural and Economic Committee:

1. Accept the apologies received from Councillor Paul, Councillor Brown and Pouiwi Kelly for lateness.

Carried

1.3 Conflict of Interest Declarations

Councillor Matthews declared a non—pecuniary conflict of interest with item 3.1 CHP transition: remaining decisions on governing documents and agreed not to participate in debate or vote on certain matters relating to the item.

Pouiwi Kelly declared a non—pecuniary conflict of interest with item 3.1 CHP transition: remaining decisions on governing documents and agreed not to participate in debate or vote on the item.

1.4 Confirmation of Minutes

There are no minutes to confirm.

1.5 Items not on the Agenda

There are no items not on the agenda.

(Pouiwi Kelly joined the meeting at 9.32am) (Councillor Paul joined the meeting at 9.33am) (Councillor Brown joined the meeting at 9.35am)

1.6 Public Participation

1.6.1 Richard Noble

Richard Noble spoke to solidarity with the cause of the Armenian people.

1.6.2 Sylvia Page

Sylvia Page spoke to smoking and vaping signage in bus shelters.

1.6.3 Sam French

Representing the Wellington Regional Hockey Stadium Trust, Sam French spoke to Item 3.3 National Hockey Stadium – Sportsville Partnership Feasibility Fund.

1.6.4 Brett Rawnsley

Representing the IRRS4ALL, Brett Rawnsley spoke to Item 3.1 CHP transition: remaining decisions on governing documents.

(Councillor Brown left the meeting at 9.52am)

(Councillor Brown re-joined the meeting at 9.56am)

2. Petitions

Secretarial note: Kallum Best, the primary petitioner, spoke to item 2.1 Drone Fireworks Petition For All Public Events.

Attachments

1 Drone Fireworks Petition for All Public Events Slides

(Councillor Brown left the meeting at 10:02am) (Councillor Paul left the meeting at 10:06am) (Councillor Paul rejoined the meeting at 10:11am) (Councillor Brown rejoined the meeting at 10.10am) (Councilor Brown left the meeting at 10.13am)

2.1 Drone Fireworks Petition For All Public Events

Moved Councillor Abdurahman, seconded Councillor Pannett

Resolved

That the Korau Matinitini | Social, Cultural and Economic Committee

1. Receive the information.

Carried

3. General Business

(Councillor Brown re-joined the meeting at 10.23am) (Pouiwi Kelly left the meeting at 10.23am)

The meeting adjourned at 10.28am and returned at 10:48am with the following Councillors present: Mayor Whanau, Councillor Abdurahman (Deputy Chair), Councillor Apanowicz, Councillor Brown, Councillor Calvert, Councillor Chung, Deputy Mayor Foon, Councillor Free, Pouiwi Hohaia, Councillor Matthews, Councillor McNulty, Councillor O'Neill (Chair), Councillor Pannett, Councillor Paul, Councillor Randle, Councillor Wi Neera, Councillor Young

The meeting adjourned at 11:17am and returned at 11:29am with the following Councillors present: Mayor Whanau, Councillor Abdurahman (Deputy Chair), Councillor Apanowicz, Councillor Calvert, Councillor Chung, Deputy Mayor Foon, Councillor Free, Pouiwi Hohaia, Councillor Matthews, Councillor McNulty, Councillor O'Neill (Chair), Councillor Pannett, Councillor Paul, Councillor Randle, Councillor Wi Neera, Councillor Young.

3.1 CHP transition: remaining decisions on governing documents

Moved Councillor Paul, seconded Councillor O'Neill

That the Korau Matinitini | Social, Cultural and Economic Committee:

- 1) Receive the information
- 2) Agree that the name of the CHP Trust will be Te Toi Mahana

Funding Agreement

- 3) Note in June 2022 Council agreed through an LTP amendment that it will provide the CHP with \$35m of upfront capitalisation, made up of \$10m in "gifted" property and \$23m of "gifted" cash to enable the CHP to deliver new social housing supply, and up to \$2m of "gifted" cash to meet establishment costs
- 4) Note these "gifts" (except for \$0.5m which was provided to the Trust on settlement under the Trust Deed) will be governed by a Funding Agreement and the Council will have security over these through a first ranking registered mortgage over the "gifted" properties and any other properties purchased with the "gifted" cash
- 5) Agree that the Funding Agreement will specify that if the CHP wants to raise external finance against the "gifted" properties for the purposes of development:
 - a. It must provide the Council with a development plan that specifies the sources and uses of finance and the how the development will increase housing supply and/or other ways in which the borrowing will advance the CHP's Charitable Purposes
 - b. Subject to a satisfactory development plan, the Council will allow the thirdparty lender to take the first-ranking security position over the properties, with the Council taking the second-ranking position
- 6) Agree that, if the CHP wishes to sell all or part of a specific "gifted" property subject to the security requirements, it will be required to:
 - a. notify the Council
 - b. demonstrate the sale achieves the CHP's Charitable Purposes set out in the Trust Deed, and
 - c. place the Council in an equivalent security position after the transaction is complete
- 7) Agree that release of the \$23m cash capitalisation "gifted" for development activities will be subject to the following for each development, to the satisfaction of the Chief Executive:
 - a. a business case setting out the nature of the development, proposed typology and amenities, target tenant cohort, alignment with the supply and demand for housing in the relevant area and financial implications for the CHP
 - b. any information required to be provided to HUD as a condition of entering into an IRRS contract (or similar) in relation to the development
 - c. evidence that any required third-party financier consents and commitments have been obtained
 - d. a mutually acceptable decanting plan (if required)

- e. acceptable details regarding sources and uses of funding, including relevant contingencies
- f. reporting to Council through mechanisms set out in the Relationship and Reporting Agreement and paid according to the delivery against determined milestones
- 8) Agree that any in-year changes required in the phasing of the \$23m cash can be approved by the Council's Chief Financial Officer and Chief Executive
- 9) Note the Council has previously agreed that:
 - a. these "gifted" amounts would only be repaid to the Council in the event the CHP becomes insolvent and is wound up or another extraordinary event occurs ('Default Events') and
 - b. any return would be subject to the rights of any first-ranking lender to exercise security they hold over the "gifted" properties
- 10) Agree the Funding Agreement will specify the following 'Default Events' as situations whereby the "gifted" amounts will be repaid to the Council:
 - a. Loss of registration as a Community Housing Provider
 - b. Insolvency
 - c. Termination of the Lease Agreement by the Council for a CHP default
 - d. Use of the "gifts" in breach of the permitted purposes for which they were "gifted"
 - e. Default under any other/related financing agreement (which would automatically trigger default under this Agreement)
- 11) Delegate to the Chief Executive the ability to negotiate the finalisation of the detailed Funding Agreement with the CHP Board in line with Council resolutions
- 12) Delegate to the Chief Executive the ability to:
 - a. review the Funding Agreement jointly with the CHP Board, within two years of commencement, to ensure it is operating as intended and
 - b. agree any resulting variation (and any future required variation) to the Funding Agreement provided that it is consistent with the CHP's Charitable Purposes and has no material impact on the Council's overall financial or risk position
- 13) Note officers are discussing with the CHP Board a set of properties for "gifting" and will report back to the Committee with recommendations on specific sites later in 2023

Lease Agreement

- 14) Agree that, as required by CHRA, the following will be included in the Lease Agreement relating to the rental terms for transferring tenants (including tenants in leased and "gifted" properties), replacing the Committee's decisions from August 2022:
 - a. Existing tenants will transfer across to the CHP on their existing rent and the Council's decision to freeze rent until September 2023 will remain in place in relation to these tenants
 - b. Core aspects of the current rental policy will transfer across to the CHP and apply to existing/transferring tenants only, including an up to 30% starting discount on rent, annual rent increase caps, 80+ rent freeze and the Affordable Rent Limit Subsidy (ARL)
 - c. With respect to any future review of these rental terms:

KŌRAU MĀTINITINI | SOCIAL, CULTURAL AND ECONOMIC 2 MARCH 2023

- i. If the CHP is in financial distress (as determined by the CHP Board), the CHP can make necessary changes to these rental terms as long as it signals any changes to tenants and Council as far in advance as is reasonably practicable
- ii. If the CHP is not in financial distress but wants to make changes to these rental terms, the CHP must actively consult with the Council as an interested party and make reasonable attempts to consider the Council's view as it makes decisions on changes (but is not required to seek Council's agreement)
- iii. In making changes to rental terms, the CHP will consider the following:
 - Any changes in government policy or other settings that have impacted (positively or negatively) tenants' rental affordability
 - Impact of the tenant support fund on tenant wellbeing which the Council has provided to the CHP
 - The financial position of the CHP and the ring-fenced major maintenance fund
 - Other factors the CHP considers relevant.
- 15) Agree the Lease Agreement will include a requirement to hold a minimum of 10% of the leased portfolio available for affordable rental tenants (i.e., those tenants who are not prioritised on the MSD/public housing waitlist), subject to this allocation having no impact on the CHP's financial viability
- 16) Agree that, where the CHP is borrowing for new supply from external lenders, the CHP will seek approval from the Council in the following circumstances, noting these circumstances are not necessarily expected to occur:
 - a. Where the borrowing may have an impact on the Council's debt covenants or credit agency ratings
 - b. Where lenders are seeking protection from the Council for the Council to repay the debt should the Council choose to voluntarily terminate the Lease Agreement
- 17) Agree to include a renewal right for the CHP in the Lease Agreement for up to 15 years, subject to:
 - a. HUD agreeing to such the renewal right under the Deed of Grant
 - b. resolution, at the time, of any resource consent issues for properties on part titles
- 18) Delegate to the Chief Executive the ability to negotiate the finalisation of the Lease Agreement with the CHP Board in line with Council resolutions
- 19) Delegate to the Chief Executive the ability to agree with the CHP any future variation required to the Lease Agreement provided a variation is consistent with achieving the CHP's Charitable Purposes and has no material impact on the Council's overall financial or risk position

Relationship Agreement

20) Note the Council has previously agreed the core components of the relationship and

oversight arrangements between the CHP and the Council which include:

- a. An overarching relationship management agreement that sets out relationship principles and ways of working
- b. Supporting commercial agreements, including the Lease Agreement and Funding Agreement
- c. Regular reporting to Council at a management and governance level
- d. Establishment of a Council relationship management/liaison function to oversee the day-to-day relationship between the entities
- 21) Agree the attached Relationship and Reporting Agreement (RRA) which gives effect to Recommendation 20 and includes:
 - a. Key principles and ways of working between the two organisations
 - b. Articulation of the core roles and responsibilities of each organisation
 - c. Summary of the roles for both Council and CHRA with respect to oversight and monitoring
 - d. Relationship structure that will be established between the organisations, including at management and governance level
 - e. Principles for jointly exploring development opportunities
 - f. Reporting requirements for each party and key performance metrics
 - g. Dispute resolution process
- 22) Delegate to the Chief Executive the ability to finalise the RRA with the CHP Board in line with Council resolutions
- 23) Note the City Housing team is continuing to provide regular communication and support to tenants to ensure they are kept up to date on the transition, including a regular pānui, letters with key updates, drop-in sessions and on-site support from Tenancy Advisors as needed, and the establishment of a tenant feedback panel and new project website with all relevant transition information
- 24) Note the CHP Board Chair and officers will provide an update on the transition to Councillors later in April/May through a briefing or workshop.
- 25) Add in a metric to Tenant Wellbeing for regular reporting on the number of houses that comply with Healthy Homes standards.
- 26) Request quantitative information in the reporting of metrics 24 and 25 new supply development intentions and active developments so that we are receiving more than narrative reporting.
- 27) Agree that Council will provide the Tenants Panel with a one off sum of \$1000 and from 2024 onwards, the Tenants Panel is eligible to apply for the same funding as Residents Associations as offered by council (Grants Subcommittee).

Secretarial note: Councillor Matthews and Pouiwi Kelly had declared a conflict of interest in relation to this item and did not participate in debate or vote on the item.

Councillor Paul moved the original motion with amendments (supported by officers) as marked in red.

Moved Councillor Randle, seconded Councillor Free, the following amendment

Resolved

That the Korau Matinitini | Social, Cultural and Economic Committee:

- 7) (a) Amend Recommendation 7) a) to append "... including the likely forecast yield on any significant investment"
- 7) (f) Amend 7) f) Change the 6 monthly CHP Reporting timeframe (outlined one page 55 of the Agenda) by appending the following "with the reporting timeframe to be on a 3 monthly basis on key financial metrics for the first two years and full reporting on a 6 monthly basis"
- 28) Agree the CEO will report back to Council on the exercising of her delegated powers on a regular basis to the appropriate committee.

Carried

Moved Councillor Paul, seconded Councillor O'Neill, the following substantive motion

Resolved

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- 2) Agree that the name of the CHP Trust will be Te Toi Mahana

Funding Agreement

- 3) Note in June 2022 Council agreed through an LTP amendment that it will provide the CHP with \$35m of upfront capitalisation, made up of \$10m in "gifted" property and \$23m of "gifted" cash to enable the CHP to deliver new social housing supply, and up to \$2m of "gifted" cash to meet establishment costs
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Trust Deed, and

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Agreement provided that it is consistent with the CHP's Charitable Purposes and has no material impact on the Council's overall financial or risk position

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 - e. Principles for jointly exploring development opportunities
 - f. Reporting requirements for each party and key performance metrics
 - g. Dispute resolution process
- 22) Delegate to the Chief Executive the ability to finalise the RRA with the CHP Board in line with Council resolutions
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- 24) Note the CHP Board Chair and officers will provide an update on the transition to Councillors later in April/May through a briefing or workshop.
- 25) Add in a metric to Tenant Wellbeing for regular reporting on the number of houses that

comply with Healthy Homes standards.

- 26) Request quantitative information in the reporting of metrics 24 and 25 new supply development intentions and active developments so that we are receiving more than narrative reporting.
- 27) Agree that Council will provide the Tenants Panel with a one off sum of \$1000 and from 2024 onwards, the Tenants Panel is eligible to apply for the same funding as Residents Associations as offered by council (Grants Subcommittee).
- 28) Agree the CEO will report back to Council on the exercising of her delegated powers on a regular basis to the appropriate committee.

Carried

Secretarial Note: The substantive motion was decided part by part. Clause 15 was lost and has been struck through above, all other clauses were carried.

(Councillor Paul left the meeting at 12.26pm) (Deputy Mayor Foon left the meeting at 12:27pm) (Deputy Mayor Foon re-joined the meeting at 12:30pm) (Councillor Paul re-joined the meeting at 12.31)

3.2 Te Whai Oranga Pōneke - Open Space and Recreation Strategy

Moved Councillor Free, seconded Councillor Wi Neera

Resolved

That the Korau Matinitini | Social, Cultural and Economic:

- 1) Receive the information.
- 2) Agree to undertake public consultation on the draft Te Whai Oranga Poneke The Open Space and Recreation strategy (as attached).
- 3) Delegate to the Chief Executive and the Chair or Deputy Chair of the Korau Matinitini | Social, Cultural and Economic Committee the authority to amend the Statement of Proposal to include any amendments agreed by the Korau Matinitini | Social, Cultural and Economic at this meeting and any minor consequential edits.

Carried

3.3 National Hockey Stadium - Sportsville Partnership Feasibility Fund

Moved Councillor Abdurahman, seconded Councillor Matthews

Resolved

That Kōrau Mātinitini | Social, Cultural and Economic Committee:

- 1) Receive the information.
- Agree to allocate \$38,700 from the Sportsville Feasibility Fund to the Wellington Regional Hockey Stadium Trust.

Carried

3.4 Actions Tracking

Moved Councillor Abdurahman, seconded Councillor McNulty

Resolved

That the Kōrau Mātinitini | Social, Cultural and Economic Committee:

1. Receive the information.

3.5 Forward Programme

Moved Councillor Abdurahman, seconded Councillor McNulty

Resolved

That the Kōrau Mātinitini | Social, Cultural and Economic Committee:

1. Receive the information.

Carried

Carried

The meeting concluded at 12:55pm with the reading of the following karakia:

Unuhia, unuhia, unuhia ki te uru tapu nui	Draw on, draw on
Kia wātea, kia māmā, te ngākau, te tinana,	Draw on the supreme sacredness
te wairua	To clear, to free the heart, the body
l te ara takatū	and the spirit of mankind
Koia rā e Rongo, whakairia ake ki runga	Oh Rongo, above (symbol of peace)
Kia wātea, kia wātea	Let this all be done in unity
Āe rā, kua wātea!	,

Authenticated:_____

Chair

Ordinary Meeting of Kōrau Mātinitini | Social, Cultural and Economic Minute item attachments

9:30am Thursday, 2 March 2023 Ngake (16.09) Level 16, Tahiwi 113 The Terrace Wellington

Business

Page No.

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2.1 Drone Fireworks Petition for All Public Events

1. Drone Fireworks Petition for All Public Events Slides

Drone Fireworks

Petition 2023

Replace Fireworks with Drone Fireworks (for such events as Matariki, New Years, Diwali, Lunar New Year) by end of 2023. Drone fireworks are gaining popularity as such we should use Drone displays as a replacement for fireworks. This would help mitigate concerns about firework-related air pollution and environmental damage, noise pollution and anxiety trauma to pets.

As the capital city we should follow suit in a progressive greener way to celebrate, governments in China and India have already taken measures to prevent fireworks at the Lunar New Year and Diwali, as well as this Drones were incorporated into the Tokyo Olympics 2020 opening ceremony.





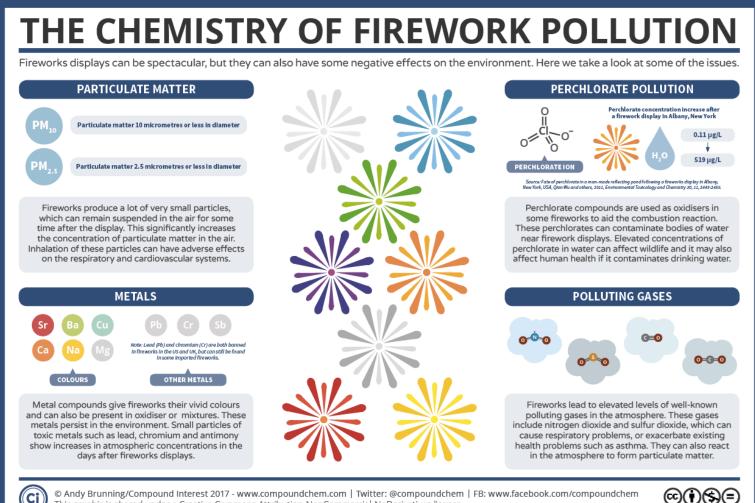
Attachment 1



Toxic Chemicals

Encased in a firework is a cocktail of chemicals and compounds that, when detonated, emit harmful gases and residues into the surrounding area. These include the greenhouse gases carbon dioxide, nitrogen, carbon monoxide, and the particularly nasty, ozone 03 a highly reactive gas composed of three oxygen atoms. These reactive gases not only contribute to climate change but also irritate the lungs and exacerbate issues like asthma. Amongst other things, these particles include toxic metals such as aluminium, barium, and lithium salts. While these metals are useful in giving fireworks their bright colours, they also pose a significant risk to health and the environment.

This is because, during the explosion, these metals are not destroyed. Instead, they are spread far and wide as a toxic fog, ending up in the air, water, and soil. If inhaled or ingested, these metals are known to cause long-term health problems.



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Animal Impact

As well as the metals, another kind of compound can also cause problems. Perchlorate compounds are used in some fireworks as oxidisers – chemical compounds which release oxygen and help fuel the combustion reaction inside the firework. Perchlorate can contaminate water when it settles to earth after fireworks displays, and studies have shown that perchlorate concentration in nearby bodies of water can increase significantly, in some cases increasing by over 1000 times the usual average value.

Perchlorate can pose a risk to aquatic organisms, but in some cases it may also pose a risk to us. There is concern that ingestion of perchlorate might interfere with the production of thyroid hormones if it gets into the body. After fireworks displays there is the possibility of perchlorate contaminating drinking water supplies.



Antelope from Wellington Zoo dies from 'high levels of stress' due to fireworks



SPCA team leader Jamie Hancock said every year the organisation fielded dozens of calls about frightened and distressed animals during fireworks.

They've caused horses to bolt through fences, dogs run away from home and birds leave their hatchlings, and causing death.

Forest and Bird top of the South regional manager Debs Martin said birds would be sitting on nests and feeding their young this time of year, and the loud noises could scare them away from their hatchlings or eggs, leaving them open to predation.

There is a ban on fireworks at the Italian capital city in order to protect people, animals and heritage sites. The ban was largely ignored. Hundreds of birds were found dead on the street in Rome on New Year's Eve 2020 were scattered to death by fireworks,



Drone Pros



Drones don't release greenhouse gases

While there is something fun and exciting about the ephemeral nature of fireworks, the good news is that we no longer need to rely on the release of harmful gases to light up the night sky.

Carrying ultra-low energy LED arrays, drones can be programmed to emit any colour we want for a prolonged duration. The drones are powered by electric batteries and therefore emit no greenhouse gases or particulate matter known to cause health issues like COPD.

Lower carbon footprint and renewable energy

By design, a firework is a single-use item. A drone, however, is reusable. Not having to explode to emit light means a drone can be reused over and over again.

This can lead to significant carbon savings. With the production of anything involving a carbon footprint, reusables like drones often recoup this environmental debt by reducing the need for further production. A drone simply needs to be recharged and reprogrammed and it can be used for a completely different display almost indefinitely.

Not only that but drones can be powered by renewable energy such as wind, solar, and hydropower. Solar power, for example, is now being used to charge storage batteries that can automatically recharge drones after use.

No fires, noise, or mess

Whether it's through misuse, accident, or negligence, fireworks can be extremely damaging to the environment

Affecting the environment yet further is the enormous amount of debris fireworks leave behind. The plastic and cardboard leftovers from the explosion pollute the environment and are a known hazard, especially to horses and birds.

Drone light displays, on the other hand, are operated by trained professionals with the drones themselves leaving zero mess behind. This makes the drones exceptionally safe, automatically returning to their docking stations after the event, with no impact on the environment.

They are also much quieter than fireworks, spooking fewer animals. While your average firework is somewhere between 120-175 decibels, a drone light show can often be audibly imperceivable to audience members. The displays are, instead, accompanied by music which is less startling than the enormous booms of a firework that are considered potentially damaging to hearing

Ad space - Recoup Costs

Drone Advertisement

Drones are versatile

they can either be used as a physical medium to reach audiences in new and innovative ways

By allowing businesses to bid or pay for ad space during the new years allows the costs to be recouped As well as a healthy promotion of local businesses and diversity.

