



Proactive Release

The following Cabinet paper and related Cabinet minutes have been proactively released by the Department of the Prime Minister and Cabinet, on behalf of Hon Dr Megan Woods, Minister for Greater Christchurch Regeneration:

Global Settlement with Christchurch City Council: Update on Progress of Negotiations

The following documents have been included in this release:

***Title of paper: Global Settlement with Christchurch City Council:
Update on Progress of Negotiations (DEV-19-SUB-0068 refers)***

***Title of minute: Global Settlement with Christchurch City Council:
Update on Progress of Negotiations (DEV-19-MIN-0068)***

***Title of minute: Report of the Cabinet Economic Development Committee:
Period Ended 5 April 2019 (CAB-19-MIN-0142)***

Some parts of this information release would not be appropriate to release and, if requested, would be withheld under the Official Information Act 1982 (the Act). Where this is the case, the relevant section of the Act that would apply has been identified. Where information has been withheld, no public interest has been identified that would outweigh the reasons for withholding it. In addition, some information has been withheld as out of scope of this information release.

Key to redaction code:

- 9(2)(b)(ii): to protect the commercial position of the person who supplied the information, or who is the subject of the information;
- 9(2)(f)(iv): to maintain the confidentiality of advice tendered by or to Ministers and officials;
- 9(2)(g)(i): to maintain the effective conduct of public affairs through the free and frank expression of opinion; and
- 9(2)(i): to protect the Crown's commercial activity.

~~Commercial In Confidence~~

Office of the Minister of Finance

Office of the Minister for Greater Christchurch Regeneration

Chair, Cabinet Economic Development Committee

GLOBAL SETTLEMENT WITH CHRISTCHURCH CITY COUNCIL: UPDATE ON PROGRESS OF NEGOTIATIONS

Proposal

1. This paper:
 - 1.1. updates the Committee on the progress of the Crown's global settlement negotiations with the Christchurch City Council (the Council), in accordance with the Cabinet-approved negotiating mandate [DEV-18-MIN-0285 refers];
 - 1.2. seeks delegated authority for the Minister of Finance and the Minister for Greater Christchurch Regeneration (joint Ministers) to confirm the details of a draft Agreement in Principle where outside the Cabinet-approved negotiating mandate, including the associated financial implications;
 - 1.3. seeks delegated authority for Ministers to create appropriations and draw down funding from the tagged contingencies ^{s9(2)(i)} [REDACTED]
Ministers will only do so in advance of reaching a global settlement, if that is necessary to ensure compliance with the Public Finance Act 1989; and
 - 1.4. notes that officials will report back to joint Ministers on potential savings across the Greater Christchurch Regeneration Portfolio that could support a global settlement.

Executive Summary

2. A global settlement with Christchurch City Council (the Council) is a significant opportunity for the Crown to unlock Christchurch's potential and provide for a demonstrable transition from central government's current extraordinary role in regeneration. The global settlement will provide for a full and final resolution of outstanding issues and transition from the Crown's extraordinary responsibilities in Christchurch. This will support regeneration momentum and the realisation of benefits for the local community.
3. On 10 December 2018, Cabinet approved the negotiating parameters for the Crown's global settlement negotiations with the Council. As joint Ministers, we were invited to report back on the progress of negotiations and the proposed terms of settlement [DEV-18-MIN-0285 refers].

Update on progress to date

4. Good progress has been made on the global settlement. On 14 December 2018, the Minister for Greater Christchurch Regeneration and the Mayor of Christchurch (the Mayor) agreed to the shared goal and principles for global settlement, as well as a two stage process for negotiations:
 - 4.1. **Tranche 1:** develop a high-level Agreement in Principle that confirms the scope of the global settlement, and sets the direction for the future responsibilities for key assets and regeneration matters (e.g. future ownership); and
 - 4.2. **Tranche 2:** agree the specific details to give effect to the Agreement in Principle, such as timing of asset transfers, as well as carry out any necessary due diligence.
5. Crown officials and Council staff have confirmed the majority of the terms of a draft Agreement in Principle, noting that these are subject to Tranche 2 of the global settlement. The process to date has shown a strong collaborative effort between both the Crown and the Council. This has strengthened the relationship between the two parties and will support the timely implementation of a global settlement.
6. The proposed in-principle agreements significantly contribute toward restoring a normalised relationship with the Council. We consider that this is a good outcome for both the Crown and Council. In particular, we note that the Council is unlikely to pursue any further funding for land drainage. Joint Ministers are confident that the proposed terms of the settlement are broadly consistent with intention of the negotiating parameters agreed to by Cabinet.
7. Decisions relating to key assets, such as the transfer of the Ōtākaro Avon River Corridor (OARC) to the Council, will provide certainty to the people of Christchurch about the future of regeneration. Along with the agreed asset transfers, ^{s9(2)(i)} [REDACTED] we consider that the Council will be in a strong position to coordinate regeneration activities to maximise regeneration momentum and the benefits to the local communities.
8. There are some in-principle agreements that are consistent with the intention of the previously approved Cabinet mandate but result in some additional non-cash fiscal implications. However, joint Ministers consider that these in-principle agreements will further support the Council by facilitating regeneration momentum (e.g. reconfiguring some Crown-owned residential red zone land titles before transfer through the faster process available under the Greater Christchurch Regeneration Act 2016).
9. The proposed agreements also strongly support the Crown's transition to a normalised relationship with the Council ^{s9(2)(f)(iv), s9(2)(g)(i), s9(2)(i)} [REDACTED]

Further decisions within the Greater Christchurch Regeneration portfolio

10. The Minister for Greater Christchurch Regeneration intends to update Cabinet orally on her decision on the Regeneration Plan for the OARC prior to decisions on global settlement. ^{s9(2)(f)(iv), s9(2)(i)} [redacted] and appropriating funding for the OARC residential red zone (RRZ) category under the Christchurch Regeneration Acceleration Facility at the same time as decisions on the global settlement. Our ability to do so will depend on receiving a satisfactory Investment Case. It will also support regeneration momentum by recognising that decisions are subject to separate processes but are interlinked. Coordinated communication will also support regeneration.

11. ^{s9(2)(f)(iv), s9(2)(i)} [redacted]

Fiscal implications

12. ^{s9(2)(f)(iv), s9(2)(g)(i), s9(2)(i)} [redacted]

13. [redacted]

14. ^{s9(2)(f)(iv), s9(2)(g)(i), s9(2)(i)} [redacted]

As a matter of caution, and to enable any breach of the Public Finance Act to be avoided, we seek delegated authority to create appropriations and draw down funding from the tagged contingencies created by this paper and by DEV-18-MIN-0285. The appropriations ^{s9(2)(g)(i)} [redacted] not be used for purposes other than Crown write-downs associated with the global settlement. We will only do so in advance of reaching a global settlement, if that is necessary to ensure compliance with the Public Finance Act.

Next steps

15. Subject to Cabinet confirming the recommendations of this paper, our intention is to approve the Agreement in Principle to enable officials to proceed with Tranche 2 negotiations. Subject to Council consideration, the Mayor is also intending to approve the Agreement in Principle document.

16. Tranche 2 negotiations are expected to be completed in late-May 2019. There are significant decisions still required in Tranche 2 and officials are working closely with the Council to manage this process to mitigate risks.

17. We will report back to Cabinet in July 2019 on the final quantum of savings from the Greater Christchurch Regeneration portfolio, the amount of the tagged contingencies that will be drawn down, and the final terms of the global settlement.

Background

18. On 10 December 2018, Cabinet confirmed the negotiating parameters for the Crown's global settlement negotiations with the Council and invited the Minister of Finance and the Minister for Greater Christchurch Regeneration to report back on the progress of negotiations [DEV-18-MIN-0285 refers]. At that time, we signalled to Cabinet the intended outcomes for the global settlement:

- 18.1. **build regeneration momentum** in some of the areas worst affected by the earthquakes, such as the residential red zones (RRZ) and the central city;
- 18.2. **provide certainty to the community and stakeholders** on how regeneration assets will be managed in future;
- 18.3. **advance the transition from extraordinary central government involvement to local leadership**—with the Council in a robust position to lead and the scene set for a normalised relationship with the Crown; and
- 18.4. **ensure the Crown operates in a fiscally responsible and equitable manner** ^{s9(2)(i)} [REDACTED] avoiding new exposure where possible; and ensuring a fair settlement for both the Crown and Council.

Update on progress of negotiations

A shared goal and process for global settlement negotiations

19. The process to date has shown a strong collaborative effort between both the Crown and the Council. This has strengthened the relationship between the two parties and will support the timely implementation of a global settlement, and ultimately regeneration momentum.
20. On 14 December 2018, the Minister for Greater Christchurch Regeneration met with the Mayor of Christchurch City Council (the Mayor). It was agreed that the shared goal for the global settlement is for **a full and final settlement to both Crown and Council's respective rights and extraordinary responsibilities in Christchurch City's regeneration, with the view to resuming a normalised and sustainable relationship between the parties**. The global settlement negotiation process would consist of two tranches (consistent with the Cabinet mandate):
 - 20.1. **Tranche 1:** develop a high-level Agreement in Principle that confirms the scope of the global settlement, and sets the direction for the future of key assets and regeneration matters (e.g. ownership); and
 - 20.2. **Tranche 2:** agree the specific details to give effect to the Agreement in Principle, such as timing of asset transfers, as well as carry out any necessary due diligence.

21. Crown officials and Council staff worked together from December 2018 to February 2019 to develop a draft Agreement in Principle that would:
 - 21.1. **People:** support positive outcomes for the people of Christchurch, and provide certainty and confidence about the on-going regeneration;
 - 21.2. **Momentum:** increase the pace of regeneration by contribution to the timely regeneration of Christchurch, with the best possible outcomes;
 - 21.3. **Value:** enable the Crown to operate in a fiscally responsible manner that contains and minimises the Crown's short and long-term exposure, while leaving the Council in a robust financial position to lead into the future; and
 - 21.4. **Future:** advance the transition to local leadership and a 'new normal' relationship between the Crown and the Council, in a phased manner.

Proposed Agreement in Principle (scope of global settlement)

22. **Attachment A** summarises the Agreement in Principle document and its alignment with the mandate. The proposed in-principle agreements significantly contribute towards restoring a normalised relationship with the Council.

23. While we are confident that these agreements are a good outcome for both parties, the Council may seek further concessions from the Crown through Tranche 2. The terms and details of transfers (including final sums payable) are likely to be subject to further negotiations. ^{s9(2)(f)(iv), s9(2)(g)(i)}

We will continue to work collaboratively with the Council to reach a final negotiated agreement that progresses the asset transfers signalled in the Agreement in Principle.

24. The Council will have control over key assets needed to support regeneration momentum and maximise the benefits to the local communities (e.g. Crown-owned RRZ land). ^{s9(2)(i)}

25. We are confident that the proposed in-principle agreements are broadly consistent with the intention of the negotiating parameters approved by Cabinet. There are some in-principle agreements that are broader than the Cabinet-approved mandate, but we consider that these are within the scope of the flexibility that we signalled to Cabinet is required to reach a global settlement, noting that there are some additional non-cash fiscal implications.

26. We also note that implementation of some of the in-principle agreements is conditional on further work and decisions by a range of parties, including statutory decisions by the Minister for Greater Christchurch Regeneration and the Chief Executive of Land Information New Zealand (LINZ). This includes a decision on the Regeneration Plan for the Ōtākaro Avon River Corridor (OARC) that is now being sought from the Minister for Greater Christchurch Regeneration.

27. In summary, the proposed terms of settlement are:

Confirm pre-existing agreements in principle

28. The Bus Interchange, Margaret Mahy Family Playground and Avon River Precinct will be transferred to the Council (to the extent this has not already taken place) and the Council will pay the Crown the sums owing for these assets by 30 September 2019.

29. The Crown-owned RRZ land in Port Hills, Brooklands, and Southshore/South New Brighton (other RRZ land) will be transferred to the Council (or a nominee agreed by both parties during Tranche 2). The Council will pay the Crown the outstanding sums owing under the 2013 Cost Sharing Agreement (CSA) for its share of the costs of making an offer to purchase certain properties in the Port Hills.

Address assets needed for regeneration

30. Crown-owned RRZ land in the OARC will be transferred to the Council (or agreed nominee). This agreement is subject to further engagement by the Crown with Te Rūnanga o Ngāi Tahu as Treaty partner with respect to its right of first refusal for one parcel of land under the Ngāi Tahu Claims Settlement Act 1998. Additionally, the Crown wishes to ensure that it understands Te Rūnanga o Ngāi Tahu's views on the future of the OARC, so that this can help inform wider discussions (such as future governance arrangements in the OARC).

31. The Council will establish transitional governance arrangements for the future use of the area by 1 July 2019. During this transitional phase, it will be necessary for LINZ to be involved, given its statutory responsibilities. This provides the opportunity for the Council to steward future regeneration and ensure timely development of an area that is important to the people of Christchurch.

32. This in-principle agreement provides certainty that the Crown is not the long-term owner of this land, and the Crown will no longer be responsible for the on-going maintenance costs of approximately \$2 million per annum from 1 July 2020, or some other date to be agreed between the parties.

33. At the same time, the Council will have greater control to co-ordinate and direct the planning, rebuilding, and recovery of the area. We note that approximately \$40 million is earmarked under the Christchurch Regeneration Acceleration Facility (CRAF) for projects in the OARC RRZ that could be used to support the Council in achieving this.

34. This approach also mitigates the expectation that the Crown will have ongoing responsibilities in the area such as implementing the Regeneration Plan for the

OARC (if approved by the Minister for Greater Christchurch Regeneration). This decision may occur in late-April 2019, subject to any further advice required.

- 35.** While not stated in the Agreement in Principle, we anticipate the divestment of the OARC RRZ could occur at nil value depending on the final global settlement package. This would further support the Council in meeting its flood management needs for the surrounding green zone areas. ^{s9(2)(i)}
- 36.** Using its powers under the Greater Christchurch Regeneration Act 2016 (GCR Act), the Crown will also reconfigure some of the land titles (along with some of the other RRZ land titles) before transfer. The approach to, and scope of, reconfiguration, will be agreed through a technical working group in Tranche 2. While reconfiguration of land titles was not explicitly included in the Cabinet mandate, we consider that reconfiguration is consistent with the intended outcomes of global settlement.
- 37.** In particular, the expedited process for reconfiguring land titles under the GCR Act will greatly contribute to regeneration momentum in the OARC – especially when combined with Council leadership of regeneration activities and access to the funding available under the CRAF for regeneration projects. This will be significantly beneficial to the people of Christchurch as they will start to see, and potentially be involved in, progress in an area that has remained some of the worst affected following the Canterbury earthquake sequence.
- 38.** We anticipate that reconfiguration could cost the Crown approximately ^{s9(2)(b)(ii), s9(2)(i)} We consider that this is appropriate as it is easier and quicker for the Crown to reconfigure the land under the GCR Act, and would generate goodwill with the Council – further fostering the relationship between the two parties.

Position several large and complex assets for the future

- 39.** We sought a mandate to determine how best to manage the ^{s9(2)(i)} with the following assets:

40. ^{s9(2)(i)}

41.

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Minister for Greater Christchurch Regeneration

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42.

s9(2)(i)

43.

s9(2)(i)

Canterbury Multi-Use Arena

44. The Council (or agreed nominee) will own the Canterbury Multi-Use Arena (CMUA), and underlying land, s9(2)(g)(i), s9(2)(i)

We note that \$220 million of funding has been earmarked under the CRAF for the CMUA project. The appropriation of this funding is subject to an approved Investment Case. s9(2)(i)

45. The Crown and the Council will therefore work together to develop the Investment Case for the CMUA (which will require Cabinet approval before funding can be appropriated). s9(2)(i)

46. We will report back to Cabinet on the extent of the Crown's responsibilities, and seek agreement to appropriate the earmarked funding, subject to the Investment Case, in July 2019.

Metro Sports Facility

47. Cabinet recently approved the release of tagged contingencies to increase the Crown's contribution to the Metro Sports Facility (MSF) [DEV-19-MIN-0034 and CAB-19-MIN-0073 refer]. This is a significant contribution to the global settlement that will significantly support momentum on this project.

48. The Agreement in Principle formally confirms that the MSF will be transferred to the Council upon practical completion. This includes the associated land, including land used for car parking. It also reconfirms that the Crown, through Ōtākaro Limited (Ōtākaro), will retain the delivery risk for the project.

Address institutional arrangements

49. Regenerate Christchurch is a temporary organisation that is currently scheduled to wind down at the expiry of the GCR Act in June 2021. A transition plan will now be put in place by 1 July 2019 for the progressive wind down of Regenerate Christchurch.

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Minister for Greater Christchurch Regeneration

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Confirm process for implementing existing agreements

50. The Crown and Council will work together to determine the facilities needed for the Performing Arts Precinct, and Council will work with Ōtākaro to confirm what car parking is needed at the site. The Crown will pay its contribution towards the Cathedral Square anchor project as previously agreed under the 2013 CSA.

Other matters raised

Ōtākaro surplus land

51. Ōtākaro will identify all land it holds in the central business district (CBD) not needed for anchor projects and with no substantive third party arrangements in place.^{s9(2)(i)}
[redacted] the Council will identify any parcels that it wishes to acquire, and the parties will negotiate the terms and conditions of any acquisition.^{s9(2)(g)(i), s9(2)(i)}
[redacted]

Land drainage

52. The Crown will provide no further funding toward the Council's land drainage costs (consistent with the Cabinet mandate and managing Crown precedent risk). The Council notes that the Crown's proposed agreement to transfer the OARC RRZ land can be used by the Council to support its land drainage needs for the surrounding green zones.

Further decisions within the Greater Christchurch Regeneration portfolio

53. We note that the global settlement, as it relates to Crown-owned land in the OARC RRZ, is focused on future **ownership** of the land. The question of **future use** of the OARC as a whole (which includes Crown-, Council-, and privately-owned land) is subject to a separate process through the development of a draft Regeneration Plan, on which statutory decisions are now being sought from the Minister for Greater Christchurch Regeneration.
54. When the Minister has considered the Regeneration Plan, she will inform Cabinet directly of her intended decision. This will have indirect benefits to achieving the objectives for global settlement by helping to clarify the difference between the processes, and providing greater certainty to the community on how future use will be addressed, as well as future ownership and governance decisions made through global settlement.

55. ^{s9(2)(f)(iv), s9(2)(i)}
[redacted]

56.

s9(2)(f)(iv), s9(2)(i)

57.

These in-principle agreements support the shared goal for global settlement

58. We note that the Council is in a relatively advantageous financial position compared to other territorial authorities. Analysis in 2018 indicated that it is in the strongest financial position of major New Zealand councils as its rates were comparatively lower, and while its gross debt was relatively high, it had a significant asset portfolio meaning that it had positive net assets per rating unit.
59. We are confident that the in-principle agreements above, along with the additional capital funding available under the CRAF tagged contingency and the decision to reprioritise funding toward the MSF, will leave the Council in a strong position to lead regeneration in the future.
60. At the same time, the Crown will divest itself of various assets and extraordinary responsibilities in Christchurch, reducing its fiscal exposure in Christchurch. This will support a normalised relationship with the Council that is in line with the Crown's relationship with other territorial authorities.
61. The Crown's significant ongoing role in Christchurch will be primarily statutory decisions under the GCR Act until its expiry in June 2021, and with respect to its responsibilities in anchor projects (through Ōtākaro) until completed and transferred (e.g. MSF).

Further decisions required in Tranche 2

62. There are some significant decisions still required in Tranche 2. s9(2)(f)(iv), s9(2)(g)(i)

Financial implications

63. Cabinet has previously agreed to create tagged contingencies in Vote Finance of s9(2)(g)(i), s9(2)(i), to provide for costs associated with agreeing a global settlement with the Council. Cabinet also authorised joint Ministers to draw down the funding, including establishing new appropriations as necessary, subject to various conditions [DEV-18-MIN-0285 refers].

64.

s9(2)(i)

65.

66.

67.

s9(2)(f)(iv), s9(2)(i)

we seek delegated authority to create appropriations and draw down funding from the tagged contingencies created earlier (the paragraph 633 tagged contingencies), and by this paper.

68.

If we form the view there do need to be appropriations in place for this year, we will create those appropriations, and appropriate funding as necessary, before the Budget moratorium starts. s9(2)(i)

We will only do so in advance of reaching a global settlement, if that is necessary to ensure compliance with the Public Finance Act.

69.

If needed, the usual information about the appropriations will be published, along with all other appropriations, as part of Budget 2019/20. s9(2)(g)(i), s9(2)(i)

Proactively released by the
Minister for Greater Christchurch Regeneration

- 75.** We seek delegated authority, as joint Ministers, to draw down the tagged operating and capital funding, including establishing new appropriations as necessary. This will be subject to us being satisfied that all appropriate savings have been made in other parts of the Greater Christchurch Regeneration portfolio. We also seek delegated authority to draw down or transfer any unspent portion into 2019/20 any time following the conclusion of the Budget moratorium.
- 76.** This approach is necessary to ensure a global settlement is achievable within the tight timeframes. However, we have instructed officials to minimise the call on these contingencies to that necessary to reach a global settlement that achieves the Crown's objectives.

Out of scope of global settlement

77. s9(2)(f)(iv), s9(2)(g)(i), s9(2)(i)

78. As enabled by Cabinet [DEV-18-MIN-0285 refers], joint Ministers have also agreed to appropriate \$14.989 million from the 'Meeting Crown commitments under the 2013 Cost Sharing Agreement' tagged operating contingency to the Vote Finance 'Greater Christchurch Anchor Projects' Multi Category Appropriation. This is in order to recognise associated write-down expenses in 2018/19 for public realm assets/land in the North, East and South Frames. This will not impact global settlement negotiations but reflects delivery on 2013 Cost Sharing Agreement commitments.

Next steps

79. Subject to Cabinet confirmation s9(2)(i) our intention is to approve the Agreement in Principle to enable officials to proceed with Tranche 2 negotiations. Subject to Council consideration, the Mayor is also intending to approve the Agreement in Principle in late-March 2019.
80. Tranche 2 of the negotiations, including due diligence on the key assets, is forecast to be completed in May 2019; provided both parties afford this a high priority and commit to expedited negotiations. We anticipate advising Cabinet of the final global settlement in early July 2019. We are confident that this timetable is both appropriate and achievable.

Consultation

81. This paper is authored by the Department of the Prime Minister and Cabinet (DPMC) and The Treasury. DPMC (Policy Advisory Group) and Land Information New Zealand have been consulted. The Ministry of Business, Innovation, and Employment; the Department of Internal Affairs; and the Ministry of Housing and Urban Development have been informed. Ōtākaro Limited has been informed.

s9(2)(f)(iv), s9(2)(i)

Impact of Treaty of Waitangi principles

84. The in-principle agreement to transfer Crown-owned RRZ land to the Council (or an agreed nominee) is subject to further engagement by the Crown with Te Rūnanga o Ngāi Tahu as Treaty partner, with respect to its right of first refusal for one parcel of land under the Ngāi Tahu Claims Settlement Act 1998. Additionally, officials are working with Te Rūnanga o Ngāi Tahu to understand its views on the future of the OARC, so that this can help inform wider discussions such as future governance arrangements.

Human Rights and Gender Implications

85. There are no human rights or gender implications raised in this paper.

Disability Perspective

86. There are no issues requiring consideration of a disability perspective in this paper.

Publicity and Proactive Release

87. No publicity will occur at this stage to protect the interests of the negotiating parties, or those parties that may be affected by the global settlement.
88. We do not propose to proactively release this paper as it concerns matters that are subject to ongoing commercial negotiations which, if released, could undermine the Crown's negotiating position.
89. When negotiations have been completed and the global settlement has been finalised by Cabinet and the Council, there might still be sensitivities with the content of this and any other Cabinet papers. In particular, we note that some of the commercial aspects might impact on the ability of, for example, Ōtākaro to carry on business in the interests of the Crown.

Recommendations

The Minister of Finance and the Minister for Greater Christchurch Regeneration recommend that the Committee:

1. **Note** that on 10 December 2018, Cabinet approved the negotiating parameters for the Crown's global settlement discussions with the Christchurch City Council (Council) [DEV-18-MIN-0285 refers], and invited the Minister of Finance and Minister for Greater Christchurch Regeneration (joint Ministers) to report back on the progress of negotiations and the proposed terms of settlement;
2. **Note** that the process to date has shown a strong collaborative effort between both the Crown and the Council, and the proposed in-principle agreements make significant progress toward restoring a normalised relationship with the Council and are a good outcome for both parties;

3. **Note** that official-level negotiators have developed a draft Agreement in Principle that covers the following matters, subject to agreement by Council and further negotiations on the specific terms, such as timing of transfers (to be completed through Tranche 2 of negotiations), as well as any due diligence:

Confirm pre-existing commitments:

- 3.1. The Bus Interchange, Margaret Mahy Family Playground, and Avon River Precinct will be transferred to the Council and the Council will pay the Crown the sums owing for these assets by 30 September 2019;
- 3.2. Crown-owned residential red zone (RRZ) land in Port Hills, Brooklands, and Southshore/South New Brighton will be transferred to the Council (or an agreed nominee), and the Council will pay the Crown the outstanding amount under the 2013 Cost Sharing Agreement (CSA) for its share of the costs of making an offer to purchase certain properties in the Port Hills;

Address assets needed for regeneration:

- 3.3. Crown-owned RRZ land in the Ōtākaro Avon River Corridor (OARC) will be transferred to the Council or an agreed nominee, subject to further engagement by the Crown with Te Rūnanga o Ngāi Tahu (for example, in relation to any obligations under the Ngāi Tahu Claims Settlement Act 1998);
- 3.4. The Crown will reconfigure some of the land titles using powers under the Greater Christchurch Regeneration Act 2016 (the GCR Act) before transfer. This will result in costs for Land Information New Zealand, ^{s9(2)(i)} [REDACTED]
- 3.5. The Council will establish transitional governance arrangements for future use of the OARC area by 1 July 2019;

Position several large and complex assets for the future:

- s9(2)(g)(i), s9(2)(i)
- 3.6. [REDACTED]
- 3.7. [REDACTED]

Canterbury Multi-Use Arena

- 3.8. The Crown and the Council will work together to develop the Investment Case for the Canterbury Multi-Use Arena (CMUA) and consider project delivery and governance responsibilities. The Council (or an agreed nominee) will own the CMUA;

Metro Sports Facility

- 3.9. The Metro Sports Facility (MSF) will be transferred to the Council (or an agreed nominee) upon practical completion and the terms of the 2013 CSA as they relate to the MSF are reconfirmed (Crown through Ōtākaro Limited will retain delivery risk);

Address institutional arrangements:

- 3.10. Crown and Council agree to have a transition plan in place by 1 July 2019 for the progressive wind down of Regenerate Christchurch;

Confirm process for implementing existing agreements:

- 3.11. Crown and Council will work together to determine the facilities needed for the Performing Arts Precinct, and Council will work with Ōtākaro to confirm what car parking is needed at the site;
- 3.12. The Crown will pay its contribution toward the Cathedral Square anchor project as previously agreed;

Other matters:

- 3.13. Ōtākaro surplus land – Ōtākaro will identify all land it holds in the CBD that is not needed for anchor projects and with no third party arrangements in place. During due diligence, the Council will identify any parcels that it wishes to acquire, and the parties will negotiate the terms and conditions of any acquisition;
- 3.14. Land drainage – The Crown will provide no further funding toward the Council's land drainage costs. The Council notes that the Crown's proposed agreement to transfer the OARC RRZ land can be used by the Council to support its land drainage needs for the surrounding green zones.

4.

s9(2)(g)(i), s9(2)(i)


5.

Note that joint Ministers consider that the Agreement in Principle is broadly consistent with the intention of the Cabinet mandate, and that the in-principle agreements that are broader than the mandate are in the Crown's interests and will further support the Council by facilitating regeneration momentum, s9(2)(i)

6. **Note** that joint Ministers consider that the Agreement in Principle significantly contributes to the Crown's goals for global settlement. It builds regeneration momentum in some of the areas worst affected by the earthquakes (e.g. OARC RRZ), reduces the Crown's exposure (e.g. future operating costs for assets being transferred to the Council such as the Bus Interchange), and supports a normalised relationship with the Council (e.g. full and final settlement);
7. **Note** that the Council is in a relatively advantageous financial position in comparison with other councils in New Zealand and joint Ministers consider that this Agreement in Principle, along with the funding that has been established under the Christchurch Regeneration Acceleration Facility (CRAF), leaves the Council in a strong position to lead regeneration;
8. **Agree** that joint Ministers may confirm the in-principle agreements that are outside the scope of the Cabinet mandate approved in December 2018 for the purposes of supporting a full and final settlement with the Council;
9. **Note** our intention as joint Ministers to approve the Agreement in Principle, subject to Cabinet agreeing to the revised fiscal parameters below;
10. **Note** that the Mayor of Christchurch also intends to approve the Agreement in Principle;

Further decisions within the Greater Christchurch Regeneration portfolio

11. **Note** that the Minister for Greater Christchurch Regeneration intends to update Cabinet orally on her decision on the Regeneration Plan for the OARC;

12. s9(2)(f)(iv), s9(2)(i)


- 13.
- 14.
15. **Note** that joint Ministers have agreed to appropriate \$14.989 million from the 'Meeting Crown commitments under the 2013 Cost Sharing Agreement' tagged operating contingency to the Vote Finance 'Greater Christchurch Anchor Projects' Multi Category Appropriation to recognise associated write-down expenses to be recognised in 2018/19 for public realm assets/land in the Frames. This is consistent with the Cabinet delegation and will not impact Global Settlement negotiations but reflects delivery on 2013 Cost Sharing Agreement commitments;

Fiscal implications

16. **Note** that the Crown and Ōtākaro have already agreed to reprioritise funding toward the MSF [DEV-19-MIN-0034 refers], and the Crown has \$300 million in tagged capital contingency funding available for eligible regeneration projects under the CRAF and has forecasted approximately ^{s9(2)(f)(iv), s9(2)(g)}(i) costs associated with reconfiguring RRZ land;

New tagged contingency

17. ^{s9(2)(g)(i), s9(2)(i)}
18. **Agree** to establish a tagged operating contingency of up to the amounts as follows in Vote Finance, ^{s9(2)(g)(i), s9(2)(i)}
- ^{s9(2)(g)(i), s9(2)(i)}
19. **Note** the Minister of Finance has indicated that this will not impact on the Budget 2019 operating allowance, the Between Budget contingency, or net core Crown debt, ^{s9(2)(g)(i), s9(2)(i)}
20. **Authorise** joint Ministers to draw down or transfer any unspent portion of the tagged contingency in recommendation 18 to 2019/20 anytime following the conclusion of the Budget moratorium;

Authorisation of appropriation of tagged contingencies

21. **Note** Cabinet has already agreed to create tagged contingencies in Vote Finance of ^{s9(2)(i)} to provide for costs associated with agreeing a global settlement with the Council, and authorised joint Ministers to draw down the funding, including establishing new appropriations as necessary, subject to the conditions set out in DEV-18-MIN-0285;
22. **Note** officials are considering whether write-downs of certain assets might be required to be expensed in 2018/19, which if appropriations are not established, would result in unappropriated expenditure;

23. **Authorise** the relevant appropriation Minister, Minister of Finance, and Minister for Greater Christchurch Regeneration jointly to establish new appropriations and draw down the tagged contingencies noted above if judged appropriate (to avoid unappropriated expenditure);

s9(2)(i)

24.

25.

26.

s9(2)(i)

27.

28.

29. **Note** that any draw down of the tagged contingencies in recommendations 21 to 26 will need to show the relevant impacts on the operating balance and net core Crown debt;

30.

s9(2)(f)(iv), s9(2)(g)(i)

31. **Authorise** joint Ministers to draw down the tagged operating funding for global settlement in recommendation 18, including establishing new appropriations as necessary, subject to joint Ministers being satisfied that all appropriate savings have been made in other parts of the Greater Christchurch Regeneration portfolio;
32. **Note** the funding for a global settlement with the Council is to be made available from a mixture of operating and capital appropriations and tagged contingencies (as above and in DEV-18-MIN-0285), and the exact amounts that need to be drawn could vary in nature from that provided by this mix;
33. **Authorise** joint Ministers to agree any fiscally neutral changes to appropriations necessary for a global settlement, provided the final agreement is within the agreed fiscal envelope and there are no additional fiscal implications; and
34. **Invite** joint Ministers to report back on the final terms of the global settlement, including confirmation of the financial implications and quantum of savings from within the Greater Christchurch Regeneration portfolio, in July 2019.

Authorised for lodgement

Hon Grant Robertson

Minister of Finance

Hon Dr Megan Woods

Minister for Greater Christchurch Regeneration

Item	Agreement in Principle	Consistency with Mandate	Consistency with Fiscal Envelope
General	<ul style="list-style-type: none"> Parties acknowledge existing agreements (e.g. Cost Sharing Agreement 2013) and note that existing commitments remain unchanged unless final agreement reached to explicitly supersede them 	<p>Consistent</p> <ul style="list-style-type: none"> Confirms pre-existing commitments through Cost Sharing Agreement 2013 (rec 8.1) 	<p>Consistent</p> <ul style="list-style-type: none"> No impact on fiscal envelope s9(2)(i)
Bus Interchange, Margaret Mahy Playground, Avon River Precinct	<ul style="list-style-type: none"> Assets will be transferred to the Council, to the extent they have not already been, by 30 September 2019 Council will pay the Crown the sums owing for these assets by 30 September 2019 Council will be responsible for all operating costs and expenses from the time of transfer 	<p>Consistent</p> <ul style="list-style-type: none"> Confirms pre-existing commitments through Cost Sharing Agreement Refresh 2017 to transfer to the Council (rec 8.1) 	<p>Consistent</p> <ul style="list-style-type: none"> Outstanding payments of \$36.0 million to be paid by Council to Crown (rec 8.2)
Crown and Council-owned land in the Residential Red Zones	<ul style="list-style-type: none"> All Crown-owned Christchurch residential red zone land (i.e. Port Hills, Southshore/South New Brighton, Brooklands and the Ōtākaro Avon River Corridor) will be transferred to the Council (or an agreed nominee) Council agrees to establish a transitional governance arrangement by 1 July 2019 Crown will reconfigure some of the land titles prior to transfer, with the approach to, and scope of, reconfiguration, to be agreed through a technical working group in Tranche 2 The parties note the outstanding payment required from the Council under the 2013 CSA From 1 July 2020, the Council will pay the Crown's costs incurred for the maintenance and operations of the land; Crown will continue to pay rates on any land not transferred to Council 	<p>Consistent</p> <ul style="list-style-type: none"> Confirms pre-existing commitment to transfer Crown-owned Port Hills, Southshore/South New Brighton, and Brooklands land (rec 8.1) Confirms long-term ownership of Crown-owned land in the Ōtākaro Avon River Corridor RRZ (rec 8.3 and rec 16) <p>Clarification</p> <ul style="list-style-type: none"> Crown reconfiguring some of the land titles to give effect to transfer – flagged in mandate that detailed terms and process would need to be agreed 	<p>Consistent</p> <ul style="list-style-type: none"> Crown would receive outstanding payment, currently estimated at \$40.6 million, from Council for its share of the cost of purchasing certain Port Hills properties (rec 8.2) Write down of Crown-owned RRZ land in the OARC factored into fiscal envelope (rec 18) <p>Clarification</p> <ul style="list-style-type: none"> Reconfiguring some of the land titles will have financial and resourcing implications for Land Information New Zealand (LINZ) of approximately s9(2)(i)

Note: Recommendations (i.e. “rec”) are references to the authorisations recorded in DEV-18-MIN-0285, and confirmed in CAB-18-MIN-0608.

Item	Agreement in Principle	Consistency with Mandate	s9(2)(f)(iv), s9(2)(g)(i), s9(2)(i)
Canterbury Multi-Use Arena (CMUA)	<ul style="list-style-type: none"> The parties will work together to develop the CMUA Investment Case to consider ownership, project delivery, and governance, s9(2)(i) The Council (or an agreed nominee) will own the CMUA, including associated land, and the Council or the private sector will be responsible for all operating costs and expenses 	<p>Consistent</p> <ul style="list-style-type: none"> Confirms an approach for how best to manage Crown's project delivery and ownership interests (rec 8.4) Clarifies Council will own the CMUA upon completion 	<p>s9(2)(i)</p> <p>Proactively released by the Minister for Greater Christchurch Regeneration</p>

s9(2)(f)(iv), s9(2)(i)

Note: Recommendations (i.e. "rec") are references to the authorisations recorded in DEV-18-MIN-0285, and confirmed in CAB-18-MIN-0608.

Item	Agreement in Principle	Consistency with Mandate	s9(2)(i)
Metro Sports Facility (MSF)	<ul style="list-style-type: none"> • The terms of the 2013 CSA are reconfirmed • Ōtakaro will continue to deliver the MSF and retain delivery risk as per the CSA of 2013 • MSF, and associated land (including land used for car parking), will transfer to Council at practical completion 	<p>Consistent</p> <ul style="list-style-type: none"> • Clarifies the Crown’s project delivery and ownership interests in the MSF (rec 8.4) 	<p>s9(2)(i)</p>
Crown-owned land in the Central Business District (CBD)	<ul style="list-style-type: none"> • Ōtakaro will identify to Council all CBD land it holds not needed for anchor projects, and without a substantive divestment arrangement in place with a third party • s9(2)(i) the Council will identify parcels it wishes to acquire and the parties will negotiate the terms and conditions of any acquisition 	<p>Consistent</p> <ul style="list-style-type: none"> • Joint Ministers signalled that flexibility needed to consider negotiating the Council’s purchase of surplus CBD land (rec 11) 	<p>Consistent</p> <ul style="list-style-type: none"> • No immediate cash implications. s9(2)(i)
Performing Arts Precinct (PAP)	<ul style="list-style-type: none"> • The parties note and confirm the requirements of the 2013 CSA, and the 26 June 2013 second joint clarification of the 2013 CSA • The parties agree to work together to confirm what facilities and land are required for the PAP, the terms of transfer, a schedule for the project, and options to deliver the necessary car parking building 	<p>Consistent</p> <ul style="list-style-type: none"> • Will enable confirmation of the process for implementing existing agreements (rec 8.5) 	<p>Consistent</p> <ul style="list-style-type: none"> • No immediate cash implications outside existing commitments • Future write-downs and s9(2)(i) may be required, consistent with agreed fiscal envelope
Cathedral Square	<ul style="list-style-type: none"> • The parties confirm the requirements in the 2013 CSA in relation to: <ul style="list-style-type: none"> ○ Council delivery of the Square anchor project; and ○ Payment of the Crown’s contribution of \$4.6 million • The Crown agrees to pay the \$4.6 million following approval of the global settlement 	<p>Consistent</p> <ul style="list-style-type: none"> • Confirms the process for implementing existing agreements (rec 8.5) 	<p>Consistent</p> <ul style="list-style-type: none"> • No new cash implications – payment already funded

Note: Recommendations (i.e. “rec”) are references to the authorisations recorded in DEV-18-MIN-0285, and confirmed in CAB-18-MIN-0608.

Item	Agreement in Principle	Consistency with Mandate	Consistency with Fiscal Envelope
Institutional Arrangements	<ul style="list-style-type: none"> The parties agree to have a transition plan in place by 1 July 2019 for the progressive wind-down of Regenerate Christchurch 	<p>Consistent</p> <ul style="list-style-type: none"> Clarifies the long-term institutional arrangements for Regenerate Christchurch (rec 8.5) 	<p>Consistent</p> <ul style="list-style-type: none"> No immediate cash implications s9(2)(f)(iv), s9(2)(g)(i)
Land Drainage	<ul style="list-style-type: none"> Parties acknowledge the terms of the 2013 CSA (which included aspects of the land drainage programme) Crown will provide no further funding towards the Council’s land drainage costs The parties note that providing the Crown-owned Christchurch residential red zone land in the Ōtākaro Avon River Corridor will help the Council meet its land drainage requirements in the surrounding green zones 	<p>Consistent</p> <ul style="list-style-type: none"> Does not commit the Crown to any further support for Council flood mitigation works (rec 10) 	<p>Consistent</p> <ul style="list-style-type: none"> No immediate cash implications Divestment of the OARC RRZ at nil value factored into fiscal envelope

Note: Recommendations (i.e. “rec”) are references to the authorisations recorded in DEV-18-MIN-0285, and confirmed in CAB-18-MIN-0608.



Cabinet Economic Development Committee

Minute of Decision

This document contains information for the New Zealand Cabinet. It must be treated in confidence and handled in accordance with any security classification, or other endorsement. The information can only be released, including under the Official Information Act 1982, by persons with the appropriate authority.

Global Settlement with Christchurch City Council: Update on Progress of Negotiations

Portfolios **Finance / Greater Christchurch Regeneration**

On 3 April 2019, the Cabinet Economic Development Committee (DEV):

Background

1 **noted** that on 10 December 2018, DEV:

- 1.1 approved the negotiating parameters for the Crown's global settlement discussions with the Christchurch City Council (the Council);
- 1.2 invited the Minister of Finance and the Minister for Greater Christchurch Regeneration (joint Ministers) to report back on the progress of negotiations and the proposed terms of settlement;

[DEV-18-MIN-0285]

2 **noted** that:

- 2.1 the process to date has shown a strong collaborative effort between both the Crown and the Council;
- 2.2 the proposed in-principle agreements make significant progress toward restoring a normalised relationship with the Council and are a good outcome for both parties;

Draft Agreement in Principle

3 **noted** that official-level negotiators have developed a draft Agreement in Principle that covers the following matters, subject to agreement by Council and further negotiations on the specific terms, such as timing of transfers (to be completed through Tranche 2 of negotiations), as well as any due diligence:

Confirm pre-existing commitments

- 3.1 the Bus Interchange, Margaret Mahy Family Playground, and Avon River Precinct will be transferred to the Council, and the Council will pay the Crown the sums owing for these assets by 30 September 2019;

- 3.2 Crown-owned residential red zone (RRZ) land in Port Hills, Brooklands, and Southshore/South New Brighton will be transferred to the Council (or an agreed nominee), and the Council will pay the Crown the outstanding amount under the 2013 Cost Sharing Agreement for its share of the costs of making an offer to purchase certain properties in the Port Hills;

Address assets needed for regeneration

- 3.3 Crown-owned RRZ land in the Ōtākaro Avon River Corridor will be transferred to the Council or an agreed nominee, subject to further engagement by the Crown with Te Rūnanga o Ngāi Tahu (for example, in relation to any obligations under the Ngāi Tahu Claims Settlement Act 1998);
- 3.4 the Crown will reconfigure some of the land titles using powers under the Greater Christchurch Regeneration Act 2016 (the GCR Act) before transfer. This will result in costs for Land Information New Zealand, ^{s9(2)(i)} [REDACTED]
- 3.5 the Council will establish transitional governance arrangements for future use of the Ōtākaro Avon River Corridor area by 1 July 2019;

Position several large and complex assets for the future

s9(2)(g)(i), s9(2)(i)

[REDACTED]

Canterbury Multi-Use Arena

- 3.8 the Crown and the Council will work together to develop the Investment Case for the Canterbury Multi-Use Arena and consider project delivery and governance responsibilities. The Council (or an agreed nominee) will own the Arena;

Metro Sports Facility

- 3.9 the Metro Sports Facility will be transferred to the Council (or an agreed nominee) upon practical completion and the terms of the 2013 Cost Sharing Agreement as they relate to the MSF are reconfirmed (Crown through Ōtākaro Limited will retain delivery risk);

Address institutional arrangements

- 3.10 the Crown and Council agree to have a transition plan in place by 1 July 2019 for the progressive wind down of Regenerate Christchurch;

Confirm process for implementing existing agreements

- 3.11 the Crown and Council will work together to determine the facilities needed for the Performing Arts Precinct, and the Council will work with Ōtākaro to confirm what car parking is needed at the site;
- 3.12 the Crown will pay its contribution toward the Cathedral Square anchor project as previously agreed;

Other matters

- 3.13 Ōtākaro surplus land: Ōtākaro will identify all land it holds in the central business district that is not needed for anchor projects and with no third party arrangements in place. During due diligence, the Council will identify any parcels that it wishes to acquire, and the parties will negotiate the terms and conditions of any acquisition;
- 3.14 land drainage: the Crown will provide no further funding toward the Council’s land drainage costs. The Council notes that the Crown’s proposed agreement to transfer the Ōtākaro Avon River Corridor RRZ land can be used by the Council to support its land drainage needs for the surrounding green zones;

4 **noted that:**

- 4.1 s9(2)(g)(i), s9(2)(i)
- 4.2 [REDACTED]

5 **noted that joint Ministers consider that:**

- 5.1 the Agreement in Principle is broadly consistent with the intention of the previously-approved Cabinet mandate;
- 5.2 the in-principle agreements that are broader than the mandate are in the Crown’s interests and will further support the Council by facilitating regeneration momentum, s9(2)(i)

6 **noted that joint Ministers consider that the Agreement in Principle significantly contributes to the Crown’s goals for global settlement, and that it:**

- 6.1 builds regeneration momentum in some of the areas worst affected by the earthquakes (e.g. Ōtākaro Avon River Corridor RRZ);
- 6.2 reduces the Crown’s exposure (e.g. future operating costs for assets being transferred to the Council such as the Bus Interchange);
- 6.3 supports a normalised relationship with the Council (e.g. full and final settlement);

7 **noted that:**

- 7.1 the Council is in a relatively advantageous financial position in comparison with other councils in New Zealand;

7.2 joint Ministers consider that this Agreement in Principle, along with the funding that has been established under the Christchurch Regeneration Acceleration Facility, leaves the Council in a strong position to lead regeneration;

8 **authorised** joint Ministers to confirm the in-principle agreements that are outside the scope of the Cabinet mandate approved in December 2018 for the purposes of supporting a full and final settlement with the Council;

9 **noted** that joint Ministers intend to approve the Agreement in Principle, subject to Cabinet agreeing to the revised fiscal parameters outlined below;

10 **noted** that the Mayor of Christchurch also intends to approve the Agreement in Principle;

Further decisions within the Greater Christchurch Regeneration portfolio

11 **noted** that the Minister for Greater Christchurch Regeneration intends to update Cabinet orally on her decision on the Regeneration Plan for the Ōtākaro Avon River Corridor;

12 s9(2)(f)(iv), s9(2)(i)

13

14

15 **noted** that:

15.1 joint Ministers have agreed to appropriate \$14.989 million from the ‘Meeting Crown commitments under the 2013 Cost Sharing Agreement’ tagged operating contingency to the Vote Finance ‘Greater Christchurch Anchor Projects’ Multi Category Appropriation to recognise associated write-down expenses to be recognised in 2018/19 for public realm assets/land in the Frames;

15.2 this is consistent with the Cabinet delegation and will not impact Global Settlement negotiations, but reflects delivery on 2013 Cost Sharing Agreement commitments;

Fiscal implications

16 **noted** that:

16.1 the Crown and Ōtākaro have already agreed to reprioritise funding toward the Metro Sports Facility [DEV-19-MIN-0034];

16.2 the Crown has \$300 million in tagged capital contingency funding available for eligible regeneration projects under the Christchurch Regeneration Acceleration Facility, and has forecasted approximately ^{s9(2)(f)(iv), s9(2)(g)(i)} costs associated with reconfiguring RRZ land;

New tagged contingency

17 s9(2)(g)(i), s9(2)(i) [Redacted]

18 **agreed** to establish a tagged operating contingency of up to the amounts as follows in Vote Finance, s9(2)(g)(i), s9(2)(i) [Redacted]

s9(2)(g)(i), s9(2)(i) [Redacted]

19 **noted** the Minister of Finance has indicated that this will not impact on the Budget 2019 operating allowance, the Between Budget contingency, or net core Crown debt, s9(2)(g)(i), s9(2)(i) [Redacted]

20 **authorised** joint Ministers to draw down or transfer any unspent portion of the tagged contingency in paragraph 18 above to 2019/20 anytime following the conclusion of the Budget moratorium;

Authorisation of appropriation of tagged contingencies

21 **noted** that Cabinet has already agreed to create tagged contingencies in Vote Finance of s9(2)(i) [Redacted], to provide for costs associated with agreeing a global settlement with the Council, and has authorised joint Ministers to draw down the funding, including establishing new appropriations as necessary, subject to the conditions set out in the decision under DEV-18-MIN-0285;

22 **noted** that officials are considering whether write-downs of certain assets might be required to be expensed in 2018/19, which if appropriations are not established, would result in unappropriated expenditure;

23 **authorised** the relevant appropriation Minister, Minister of Finance, and Minister for Greater Christchurch Regeneration jointly to establish new appropriations and draw down the tagged contingencies noted above if judged appropriate (to avoid unappropriated expenditure);

s9(2)(i) [Redacted]

25

s9(2)(i)



26

s9(2)(i)



27

28

29

noted that any draw down of the tagged contingencies in paragraphs 21 to 26 above will need to show the relevant impacts on the operating balance and net core Crown debt;

30

s9(2)(f)(iv), s9(2)(i)



31

authorised joint Ministers to draw down the tagged operating funding for global settlement in paragraph 18 above, including establishing new appropriations as necessary, subject to joint Ministers being satisfied that all appropriate savings have been made in other parts of the Greater Christchurch Regeneration portfolio;

32

noted that the funding for a global settlement with the Council is to be made available from a mixture of operating and capital appropriations and tagged contingencies (as above and in DEV-18-MIN-0285), and the exact amounts that need to be drawn could vary in nature from that provided by this mix;

33

authorised joint Ministers to agree any fiscally neutral changes to appropriations necessary for a global settlement, provided the final agreement is within the agreed fiscal envelope and there are no additional fiscal implications;

Further report

- 34 **invited** joint Ministers to report back to DEV on the final terms of the global settlement, including confirmation of the financial implications and quantum of savings from within the Greater Christchurch Regeneration portfolio, in July 2019.

Janine Harvey
Committee Secretary

Present:

Rt Hon Winston Peters
Hon Kelvin Davis
Hon Grant Robertson (Chair)
Hon Phil Twyford
Hon Dr Megan Woods
Hon David Parker
Hon Nanaia Mahuta
Hon Stuart Nash
Hon Iain Lees-Galloway
Hon Jenny Salesa
Hon Damien O'Connor
Hon Shane Jones
Hon Kris Faafoi
Hon Julie Anne Genter
Hon Eugenie Sage

Officials present from:

Office of the Prime Minister
Officials Committee for DEV

Hard-copy distribution:

Minister of Finance
Minister for Greater Christchurch Regeneration

Proactively released by the
Minister for Greater Christchurch Regeneration



Cabinet

Minute of Decision

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Report of the Cabinet Economic Development Committee: Period Ended 5 April 2019

On 8 April 2019, Cabinet made the following decisions on the work of the Cabinet Economic Development Committee for the period ended 5 April 2019:

Not relevant to this release

DEV-19-MIN-0068 **Global Settlement with Christchurch City Council: Update of Progress of Negotiations** CONFIRMED
Portfolios: Finance / Greater Christchurch
Regeneration


Not relevant to this release

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Michael Webster
Secretary of the Cabinet

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