

Wendy Collard

From: Jenny Lapham
Sent: Monday, 15 May 2023 04:15 p.m.
To: 'requests@taxpayers.org.nz'
Subject: 20230403 DCC Taxpayers Union Toit Request
Attachments: LGOIMA Response - Taxpayers Union.pdf; Proposal and Contract for Dunedin City Council for CEMARS Certification (2147305) (1).pdf

Kia Ora

Please find our response to your request relating to Toitū.

Kā mihi

Jennifer Lapham

Mana Whakahaere Kairuruku/Governance Support Officer
Governance Group

P 03 477 4000 | E Jenny.Lapham@dcc.govt.nz

Te Kaunihera a Rohe o Ōtepoti - Dunedin City Council

PO Box 5045, Dunedin 9054

New Zealand

www.dunedin.govt.nz

How many years has your council been affiliated with Toitū?

DCC records show that in 2012, Toitū (then trading as CEMARS) completed an audit of DCC's 2009/10 financial year greenhouse gas (GHG) inventory. In 2015, Toitū completed an audit of DCC's 2013/14 financial year GHG inventory.

From 2015 to 2023 DCC has been a member of Toitū's carbonreduce programme, with Toitū providing annual audit/verification and certification of our GHG inventory.

How much does it cost your council to maintain certification, including fees from Toitū and costs related to meeting these requirements?

The DCC's membership of Toitū includes annual membership fees as well as annual certification (audit) fees and associated disbursements (e.g. flights/accommodation of in person inventory auditor/s). Membership and certification/disbursements recorded as paid by the DCC since 2014 are as set out below.

Changes in the trading names used by Toitū, and in lead DCC staff/departments responsible, have made it difficult to track contractual records from the original audits. As such, costs incurred by the organisation for the original 2012 audit have not been able to be determined.

Period	Membership	Audit Costs
2013-2014		12,000.00
2014-2015	18,000.00	11,485.39
2015-2016	15,000.00	9,575.77
2016-2017	15,000.00	12,234.77
2017-2018	15,000.00	9,962.35
2018-2019	15,750.00	9,600.00
2019-2020	15,750.00	11,990.80
2020-2021	15,750.00	9,150.00
		Yet to be
2021-2022	15,750.00	invoiced
2022-2023	15,750.00	
	141,750.00	85,999.08

If different, what were the initial up-front costs to achieve compliance with certification standards and achieve certification in the first place?

Toitū invoices paid by the DCC since 2014 are as set out above. Changes in the trading names used by Toitū, and in lead DCC staff/departments responsible, have made it difficult to track contractual records from the original audits. As such, a detailed breakdown of the services provided by Toitū in the 2012 year is not available.

Please provide copy of any contracts signed, any other applicable conditions or criteria your council must abide by as part of accreditation.

Changes in the trading names used by Toitū, and in lead DCC staff/departments responsible, have made it difficult to track contractual records from the original audits.

Please find attached the current contract (in place since 2015).

Please note the contract refers to adherence with the ISO 14064-3:2006 standard, however current certification is assessed against the updated ISO 14064-1:2018 standard. Application of ISO 14064:2018 to internal emissions measurement and reporting by is specified in the DCC's Zero Carbon Policy, so this change would have occurred irrespective on Toitū membership.

In brief, the main difference between the 2006 and 2018 ISO 14064 standard is that the 2018 standard requires a broader range of indirect emissions sources to be included in an organisations' GHG inventory than the 2006 standard. A few examples of the new emissions sources include emissions associated with the manufacture of products purchased by an organisation, emissions from services procured (e.g. services like rubbish and recycling collection) and emissions associated with staff travel to and from work.

Does the council plan to achieve Carbon Positive certification, and if so, why, and under what timeframe? If not, why?

DCC adopted a Zero Carbon Policy in 2022. The policy states that the DCC will seek to achieve or exceed adopted city-wide emissions reduction targets and DCC organisational targets, and that in pursuit of targets, the DCC will prioritise gross emissions reduction.

Dunedin's emissions reduction target is in two parts (a 'split gases approach'), as follows:

- Net zero emissions of carbon dioxide and other greenhouse gases by 2030 (except biogenic methane)
- 24-47% reduction in biogenic methane emissions below 2017 levels by 2050, including a 10% reduction below 2017 levels by 2030.

The DCC's current organisation emissions reduction target (Scope 1&2) is a 42% reduction in emissions by 2029/30 on a 2019/20 baseline.

The DCC has no current plans to achieve carbon positive certification as an organisation.

The Zero Carbon Policy can be found here - <https://www.dunedin.govt.nz/council/policies,-plans-and-strategies/policies/zero-carbon-policy>

And more information on the Zero Carbon work programme can be found here - <https://www.dunedin.govt.nz/dunedin-city/climate-change/zero-carbon>

Has the council considered other certification/auditors, or in-house auditing of their climate emissions as an alternative to Toit?

The DCC continually reviews whether existing arrangements, such as our membership in the Toitū carbonreduce programme, remain fit for purpose and provide value for money. The DCC 10 Year Plan 2021-31 provided for significant improvements in DCC internal emissions management capacity and capability. In that context, the DCC's need for general support provided by Toitū membership has been superseded by internal capability, and the DCC's 2021/22 emissions inventory will be the final DCC inventory audited and verified under the 2015 contract with Toitū carbonreduce.

The DCC will continue to procure third party audit and verification of annual emissions inventories, to provide third party assurance that our inventory is robust and up-to-date with current best

practice. The DCC will shortly be going to market for audit/verification services for its 2022/23 emissions inventory.

Proposal and Contract for **Dunedin City Council** for CEMARS® Certification

20 March 2015

Inspiring Action for a Better Environment

P O Box 69040 · Lincoln 7640 · New Zealand
Gerald Street · Lincoln 7608 · New Zealand
0800 ENMARK · www.enviro-mark.com



ENVIRO-MARK
SOLUTIONS

Brendon Harper
Policy Advisor, Corporate Policy
Dunedin City Council
50 The Octagon, Dunedin 9016
New Zealand

20 March 2015

Dear Brendon,

It is with great pleasure that I forward your CEMARS Certification contract for renewal.

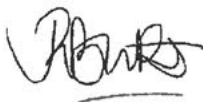
We have enjoyed working with you and look forward to your continued participation in our programme.

As you know, this programme gives you the ability to make verified and internationally recognised greenhouse gas measurement and reduction claims in your market. As well as an added value proposition this programme minimises operating costs, contributing savings to the balance sheet. Further benefits include the management of environmental risks and the ability to demonstrate credible environmental credentials to customers, suppliers and stakeholders. We will work closely with you to ensure that we help you leverage your certification as much as possible.

Please find attached our proposal incorporated into an Agreement. The proposed fees remain valid for 30 business days from the date of this letter. To continue your environmental certification journey please sign and return the attached Agreement by this date.

If you have any questions about this proposal, please do not hesitate to let me know.

Yours sincerely,




New Zealand Sales Manager
Enviro-Mark Solutions Limited



Contract Cover Sheet

Parties Dunedin City Council in New Zealand and whose principal office is at 50 The Octagon, Dunedin 9016, New Zealand ("You", "Your");
and
Enviro-Mark Solutions Limited, a company incorporated in New Zealand whose registered company number is 3166945 and whose principal office is at Suite 1, Level 2, 20 Augustus Terrace, Parnell, Auckland, 1052, New Zealand ("We", "Us", "Our")

- A. We operate various environmental certification programmes and provide technical services, training and tools to assist Our clients to create a tailored environmental performance improvement strategy.
- B. We have agreed to provide You with the Services in accordance with this Contract Cover Sheet, the attached Services Schedule and Appendix of Terms. We recognise that You are unique and have particular business needs. As such, the Services Schedule reflects the terms that are relevant to You and Your Services.
- C. This Contract Cover Sheet, together with the Services Schedule and Appendix of Terms, form "this Agreement" which governs Our provision of the Services to You.

Parties Contact details		
	Your details	Our details
Postal Address:	PO Box 5045, Moray Place, Dunedin 9058, New Zealand	PO Box 137 182, Parnell, Auckland 1052, New Zealand
Phone:	+64 3 477 4000	+64 9 574 4180
E-mail:	Brandon.Harper@dcc.govt.nz	

EXECUTION

Signed for and on behalf of **Dunedin City Council**

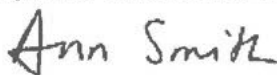


Name MARIA IOANNOU

Position CORPORATE POLICY TEAM LEADER

Date 31 March 2015

Signed for and on behalf of **Enviro-Mark Solutions Limited**



Ann Smith
CEO
20 March 2015

Services Schedule

THIS SERVICES SCHEDULE

We are pleased to provide the following environmental services to You in accordance with the provisions outlined in this Services Schedule and in the Appendix of Terms below. This Services Schedule, together with the Contract Cover Sheet and the Appendix of Terms, form "this Agreement" which governs Our provision of the Services to You.

All capitalised words used in this Services Schedule that have not been defined below have the meaning given to them in the Contract Cover Sheet or the Appendix of Terms.

Part I: Environmental Certification Programme Membership

This Part I of the Schedule outlines the membership package We have agreed to provide to You, Your requirements and the Fees You have agreed to pay for those Services.

1. YOUR MEMBERSHIP PACKAGE

- 1.1 You aim to achieve CEMARS* ("**Programme**") Certification as a "certified organisation" under the Programme. The certification relates to the Dunedin City Council and its main operations and does not include Dunedin City Holdings Ltd and investment properties.
- 1.2 We will provide the Services set out below to help You continue Certification under the Programme.

Package	Services
Environmental Certification: Carbon package	<p>Carbon Measurement and Reduction Services</p> <ul style="list-style-type: none">▪ Access to the Software for 2 users to carry out Your emissions calculations▪ Tools and Materials in the Software including emissions factors▪ Guidance materials, templates and product specifications (if applicable)▪ Access to Our Website and password-protected resources▪ Helpdesk Support <p>Account Management Support and Training</p> <ul style="list-style-type: none">▪ Technical Account Management Support (up to 22 support hours)▪ Introduction to the Programme rules and resources▪ Tailored Project Plan for You▪ Training and support on the environmental measurements You are undertaking including boundary setting, data collection, data quality, training on calculation tools (where applicable)▪ Training and support on management and reduction opportunities▪ Audit Preparation <p>Audit and Certification Services</p> <ul style="list-style-type: none">▪ Verification audit of Your compliance with Programme▪ Technical review and Certification under the CEMARS Programme <p>Marketing and Branding Services</p> <ul style="list-style-type: none">▪ Royalty free use of logo (Mark) on products where Your products are certified by Us▪ Newsletters▪ Best practice workshops and networking events▪ Training of use of Our logos▪ Programme logo on Your website▪ Inclusion of Your name, logo and level of certification on Our website▪ Framed certificate of Your Certification▪ Review of Your marketing materials and communications

2. YOUR REQUIREMENTS

- 2.1 You agree that You are aiming to continue the Certification based on the Verification parameters and assumptions set by You and agreed by Us, which are:

Objective	CEMARS Certification in accordance with ISO 14064-1:2006 (organisation inventory).
Scope	All relevant sources as required by the Programme within the boundary indicated for the operations of the nominated legal entity within New Zealand.
Criteria	Technical Requirements (organisation) version 2.0, Certification Mark Guide version 2.0, ISO 14064-3:2006 (verification).
Consolidation approach	Operational control.
Materiality	Errors, omissions and exclusions when aggregated do not exceed 5% of the total inventory.
Level of Assurance	Limited.
Service Levels	Support Hours: Up to 22 hours. Estimated Certification Hours: Up to 55 hours total based on an estimate of 50 hours to complete Your Verification and 5 hours to complete technical review and Certification (subject to the Appendix of Terms).

- 2.2 You agree that the Certification claim will be confirmed during the Verification process.

3. THE FEES

- 3.1 Subject to Part II of the Appendix of Terms, the Fees for the Services are as follows:

- (a) **CEMARS Membership Fee: \$15,000 (based on Your previous organisational environmental profile and service requirements as advised to Us by You); and**
- (b) **Certification Fee: \$11,000 excluding disbursements (based on an estimate of 50 hours to complete Your Verification and 5 hours to complete technical review and Certification, which estimate may be varied by the scope assessment (if any) and completion of the actual Verification).**

* The reduced CEMARS fees reflect the previous relationship and work that we have carried out with Dunedin City Council in 2014/15. The Membership period is 12 months.

- 3.2 These additional Fees may be payable by You if required:

Verifier disbursement cost: All costs associated with verifier's travel to conduct your site audit. We estimate that will be 2 return flights from Christchurch to Dunedin, return shuttle to city centre, 2 nights' accommodation and meals for 2 auditors. This will be confirmed to you prior to Verification.
Non-conformance management fee: Non-conformances that arise from the audit, and require additional time to clear will be charged at \$200 per hour plus GST.
Optional additional Support hours if required: \$1,000 per four-hour block

Appendix of Terms

THIS APPENDIX OF TERMS

This Appendix of Terms contains Our Standard Terms (Part I) and any specific terms that govern Our provision of the Services to You (other Parts). This Appendix of Terms, together with the Contract Cover Sheet and the Services Schedule, form “this Agreement” which governs Our provision of the Services to You.

All capitalised words used in this Services Schedule that have not been defined below have the meaning given to them in the Contract Cover Sheet or the Appendix of Terms

Part I: Standard Terms

THESE TERMS

The terms set out in this Part I of the Appendix of Terms are our Standard Terms that apply to Our provision of the Services to You.

1. OUR AGREEMENT

- 1.1 You have selected Us to provide You with the Services set out in the Services Schedule to help You manage Your environmental performance improvement strategy.
- 1.2 We will provide these Services to You in accordance with this Agreement and You agree to be bound by its provisions.

2. OBLIGATIONS

- 2.1 Our obligation to provide the Services to You commences on the Commencement Date.
- 2.2 We will:
 - (a) perform Our obligations under this Agreement in a timely manner;
 - (b) use reasonable endeavours to perform Our obligations hereunder in accordance with Good Industry Practice;
 - (c) ensure that Our team members are competent and act impartially; and
- 2.3 You will not:
 - (a) make any representation relating to the Services that may deceive or mislead any person as to the nature and / or scope of the Services or any certification of You by Us;
 - (b) make any representation that We endorse You or Your products, services or events, except with Our express written consent;
 - (c) do or omit to do anything which may bring Us or Our Services into disrepute, or otherwise damage Our reputation or the credibility of the Services.
- 2.4 You will notify us in advance if in providing the Services to You any of Our staff or Auditors are required by any law applicable to You, or otherwise by Your internal procedures, to undergo any form of security or ‘fit and proper person’ test, and You shall cover all fees and costs associated with such tests and all reasonable expenses and disbursements that We may incur under this clause.

3. TERM

- 3.1 This Agreement will commence on the Commencement Date and shall continue in force until terminated in accordance with its provisions.

4. FEES AND PAYMENT

- 4.1 The Services Schedule specifies the Fees for the Services We will provide to You.
- 4.2 You agree to pay the Fees and all reasonable disbursements that arise in the provision of the Services within 20 Days of receipt of Our invoice or as otherwise specified in the other parts of the Appendix of Terms to this Agreement.
- 4.3 If You do not pay any amounts payable to Us by the due date for payment, then (without prejudice to any of Our other rights or remedies) You will pay to Us:
 - (a) interest at the rate of 15% per annum calculated on a daily basis on the amounts unpaid from the due date for payment until the actual date of payment in full;
 - (b) all of Our costs of collecting the outstanding amounts (including, but not limited to, Our legal costs).
- 4.4 If any payment to Us pursuant to this Agreement is subject to withholding tax, You may deduct and pay such tax provided that You provide Us with an official receipt for such payment to enable Us to claim a credit for such withholding tax.
- 4.5 Unless expressly stated otherwise, all amounts payable under this Agreement are in New Zealand Dollars and exclusive of GST or other value added tax.
- 4.6 We reserve the right to change Our fees from time to time after the first anniversary of the Commencement Date, and We will notify You of such increase 3 months before it becomes effective.

5. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA

- 5.1 Each party will treat as confidential all information disclosed by, or obtained from, the other party whether intentionally or erroneously disclosed or obtained and whether about one of the parties to this contract or a third party. Neither party will:
 - (a) divulge such information to any persons (except to their employees (for whom that party will be responsible) and then only to those employees who need to know) without the other party's written prior consent; or
 - (b) use such information for any purpose other than the performance of its obligations under this Agreement.
- 5.2 Without limiting the foregoing, You shall not provide to third parties copies of this Agreement, any information or data contained in any software You may be granted access to under this Agreement, the Created Materials or any other information provided to You by Us in Our provision of the Services (whether in any document, electronic file or in any software You may be granted access to under this Agreement) or otherwise obtained by You as part of using the Services, except with Our express prior written consent.
- 5.3 The provisions in clause 5.1 and 5.2 do not extend to information which:
 - (a) is in or enters the public domain through no fault of the recipient;
 - (b) was in the recipient's lawful possession prior to disclosure and had not been obtained by the recipient from the disclosing party;
 - (c) is lawfully disclosed to the recipient by a third party without restriction on disclosure;
 - (d) is independently developed by the recipient without reference to the disclosing party's confidential information;
 - (e) is required to be disclosed by law.
- 5.4 You acknowledge and agree that We will own all intellectual property rights in the Created Materials.

6. USE OF SOFTWARE

- 6.1 In the provision of the Services We may grant to You a non-transferable and non-exclusive license to use the Software on the following conditions:
- (a) You have no right to transfer, assign, sublicense or otherwise onward distribute the Software to any third party;
 - (b) You agree and warrant that:
 - (i) You will use the Software in accordance with this Agreement;
 - (ii) You will use the Software solely for the purposes of the Services;
 - (iii) You will not use the Software for any commercial purposes in relation to third parties;
 - (iv) You will not interfere with or disrupt the operation of the Software; and
 - (v) You will maintain the security of Your usernames and passwords at all times.
- 6.2 You acknowledge that:
- (a) We do not warrant that the Software is free of bugs or errors; and
 - (b) You are responsible for obtaining and properly using any computer equipment, software and communications services necessary to use the Software and You are solely responsible for any damage to computer systems or loss of data that may result from Your use of the Software.

7. LIMITATION OF LIABILITY

- 7.1 Neither party will have any liability under or relating to this Agreement for any direct, indirect, special, consequential or exemplary damages.
- 7.2 The maximum aggregate liability of either You or Us under or relating to this Agreement will not exceed the total Fees actually paid by You to Us under this Agreement in the preceding 12 months.
- 7.3 Clauses 7.1 and 7.2 will not apply to liability as a result of wilful default, or in relation to a breach of clause 5 or a breach by You or Us of the other's or a third party's intellectual property rights.

8. TERMINATION

- 8.1 You may terminate this Agreement by giving Us written notice not less than 30 Days before the anniversary of the Commencement Date.
- 8.2 We may immediately terminate this Agreement where You fail to make any payment due under this Agreement within 30 days of Us giving You written notice of any outstanding payment.
- 8.3 Either party may terminate this Agreement by written notice to the other party if the receiving party breaches any term of this Agreement and fails to remedy that breach within 30 Days.

9. GENERAL

- 9.1 Any notice to be given in terms of this Agreement must be made in writing by email in accordance with the parties' details set out on the front page of the Contract Cover Sheet, or to such other address as may be notified by either party to the other from time to time. Any notice by email will be deemed to be received when transmitted to the correct email address of the recipient. Any other notice in writing will be deemed to be received when left at the specified address of the recipient or on the third Day following the date of posting.
- 9.2 This Agreement (together with the Contract Cover Sheet, the Services Schedule and other parts of the Appendix of Terms) constitutes the entire agreement between the parties about its subject matter and supersedes any previous understandings, agreements or representations.
- 9.3 This Agreement will not constitute, or be construed as constituting, either party an employee, agent, partner or joint venturer of the other.

- 9.4 We may vary the Standard Terms by giving You 20 Days written notice. You will be deemed to agree to the varied terms by continuing to use the Services after the date We advise the varied terms come into effect.
- 9.5 If any provision of this Agreement is judged unenforceable, illegal or invalid, it is severed from this Agreement without affecting the validity of the remainder of this Agreement, which will continue in full force and effect.
- 9.6 Neither party will be deemed to have waived any rights under this Agreement unless the waiver is in writing and signed by that party. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in this Agreement. A failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of this right.
- 9.7 You may not sub-contract the performance of Your obligations under this Agreement without Our prior written consent. We may sub-contract all or any part of Our obligations under this Agreement, and will remain liable to You for the performance of Our obligations under this Agreement and all acts and omissions of any sub-contractor as if they were Our acts or omissions.
- 9.8 You may not attempt to assign or novate Your rights or obligations under this Agreement without Our written consent, such consent not to be unreasonably withheld. We may with prior notice to You assign or novate Our rights or obligations under this Agreement to an entity that may acquire Us or Our business and/or the assets of Our business without Your consent. Where We exercise this right, this Agreement will continue between You and the entity to whom We have assigned or novated Our rights, in accordance with this Agreement.
- 9.9 Termination of this Agreement will not affect the provisions of this Agreement which are intended to continue, or should reasonably continue, after termination. Termination will also not affect any claim by either party against the other party arising out of any breach or failure under this Agreement prior to termination.
- 9.10 Neither party will be liable for delay or failure to perform its obligations under this Agreement where the delay or failure is due to an event beyond the reasonable control of that party.
- 9.11 This Agreement is governed by the laws of New Zealand and the courts of New Zealand will have exclusive jurisdiction.

10. DEFINITIONS AND INTERPRETATION

- 10.1 In this Agreement, unless the context requires otherwise:
- (a) **Agreement** means the Contract Cover Sheet, the Services Schedule and the Appendix of Terms.
 - (b) **Appendix of Terms** means the Standard Terms attached hereto and any other specific terms that govern Our provision of the Services to You.
 - (c) **Commencement Date** means the date of Our receipt of Your payment of the first invoice in accordance with the terms of this Agreement or as otherwise agreed between the parties in writing.
 - (d) **Contract Cover Sheet** means the contract cover sheet attached hereto that You sign with Us in relation to Our provision of the Services to You.
 - (e) **Created Materials** means anything created by Us or on Our behalf, whether tangible or intangible.
 - (f) **Day** means a day of the week other than a Saturday or Sunday or public holiday in New Zealand.
 - (g) **Fees** mean the fees for the Services.
 - (h) **Good Industry Practice** means, in relation to any particular circumstances, the degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced provider of equivalent services and/or data of a similar type to that provided pursuant to this Agreement under the same or similar circumstances and conducted in accordance with all applicable laws, rules and regulations.

- (i) **GST** means goods and services tax chargeable under the Goods and Services Tax Act 1985.
- (j) **Intellectual Property Rights** means all rights in any patent, copyright, database rights, registered design or other design right, trade mark (whether registered or not and including any rights in get up or trade dress and including without limitation the Marks), brand name, service mark, trade name, eligible layout right and any other rights of a proprietary nature in or to the results of intellectual activity in the commercial or scientific fields, whether or not registered, able to be registered or patentable.
- (k) **Membership Package** means one or more of the packages of certification, technical or tools services We agree to provide to You.
- (l) **Non-conformance** means an aspect of the emissions inventory/product carbon footprint or emissions management and reduction plan that fails to meet a rule specified in the Technical Requirements and/or may, in Our sole opinion or that of an Auditor, be material to a stakeholder. Where a Non-conformance has been raised, close out of the required corrective actions, and resubmission of the amended documentation may be required before We issue You Certification.
- (m) **Services** means the services provided under this Agreement and includes Your Membership Package and specified in the Services Schedule to this Agreement.
- (n) **Services Schedule** means the schedule to this Agreement attached hereto that sets out the Services We have agreed to provide to You.
- (o) **Software** means the software We may grant You access to for the purposes of Your receipt of the Services and includes any environmental measurement and management software We may make available to You under this Agreement.
- (p) **Standard Terms** means these standard terms in Part I of the Appendix of Terms that apply to all the Services We may provide to You.
- (q) **Website** means the website located at <http://www.enviro-mark.com> or such other location as We may notify to You.

All capitalised words used in this Agreement that have not been defined in these Standard Terms or elsewhere in the Appendix of Terms have the meaning given to them in the Services Schedule.

10.2 In this Agreement, unless the context requires otherwise, a reference to a person includes:

- (a) a reference to that person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns; and
- (b) an individual, a body corporate, an association of persons (whether corporate or not), a trust, a state and an agency of state, in each case, whether or not having a separate legal personality.

10.3 In the event of any conflict or inconsistency between these Standard Terms, any other specific terms in the Appendix of Terms and the Services Schedule, the terms of the Services Schedule will prevail to the extent of such conflict or inconsistency.

Part II: Environmental Certification Terms

THESE TERMS

The terms set out in this Part II of the Appendix outline the additional terms that apply to Our provision of the Certification Services to You.

1. CERTIFICATION FEES

- 1.1 After Your execution and return of this Agreement We or the Auditor may carry out an onsite scope assessment of the Services. You agree that as a result of the onsite scope assessment We may need to vary the estimate of the time it will take to perform Your Verification and adjust the Certification Fee accordingly.
- 1.2 If during the Verification it becomes necessary to spend additional time on Your Verification, We will notify You in writing accordingly and adjust the Certification Fee, except where such adjustment will result in a material increase from Our estimate of the time it will take to perform Your Verification, in which event We will notify You in writing in advance.
- 1.3 If there is an adjustment to the Certification Fee under Clause 1.2 or 1.3, such adjusted Certification Fee will become the new Certification Fee for the Services under this Agreement.
- 1.4 You agree to pay the Fees and the disbursements in accordance with the following payment schedule:
 - (a) You will pay the Annual Membership Fee within 20 Days of the date of Our Annual Membership Fee invoice that We will issue to You upon the Commencement Date of this Agreement (and for subsequent years, the anniversary of such date);
 - (b) You will pay the Certification Fee (including any changes to the Fee payable under Clause 1.2 and/or Clause 1.3) plus any disbursements payable under clause 4.2 of the Standard Terms, within 20 Days of the date of the Certification Fee invoice that We will issue to You after completion of the Certification each yearunless You withdraw from the Programme in accordance with Clause 10.4.
- 1.5 If You request Us to engage external Auditors for Your Verification:
 - (a) You agree to and will comply with the terms under which we contract the Auditor;
 - (b) You acknowledge that any estimate of the Verification from that Auditor is only a part of the Certification Fee to be charged by Us; and
 - (c) You will pay all fees and disbursements of the Auditor as notified by Us to You.

2. INTELLECTUAL PROPERTY

- 2.1 You acknowledge and agree that You will not receive or acquire any intellectual property rights relating to the Programme other than a licence to use the Marks in the manner expressly provided for in this Agreement.
- 2.2 You will own all data which relates solely to You and which We have obtained in connection with the Programme ("**Programme Data**"). Subject to clause 2.3, We may use the Programme Data solely in order to provide the Services to You.
- 2.3 Notwithstanding the foregoing, We will retain the right to use, manipulate and publish anonymised and/or aggregated data and products created from the Programme Data in any form and for any purpose, and to charge any fee, that We determine at Our sole discretion. For the avoidance of doubt, the Intellectual Property Rights of the foregoing derived, anonymised and/or aggregated data shall be owned by Us.

3. CERTIFICATION

- 3.1 In order for You to participate in the Programme and for Us to carry Out Your Certification, We will provide You with a copy of the Documentation in either hard copy or electronic form (via Our website on password-protected pages).
- 3.2 We will treat You fairly and without discrimination throughout the provision of the Services.
- 3.3 We will award You Certification (at the level You have achieved if applicable) if You meet the Technical Requirements and have paid the applicable Fees set out in the Schedule to this Agreement. We may, at Our sole discretion, refuse to award You Certification where:
 - (a) We believe We have evidence of Your current or recent non-compliance with the international standards and/or regulations relevant to the Programme; and/or
 - (b) We believe that awarding Certification poses an unacceptable threat to Our impartiality, or may damage Our reputation and/or the credibility of the Programme.
- 3.4 Certification will be valid for the Certification Period specified on the certificate issued by Us provided that You continue to meet the Technical Requirements, undergo surveillance audits as specified by Us, pay the applicable fees when due and otherwise comply with the terms of this Agreement.
- 3.5 Upon Certification, We will grant You a licence to use the Marks during the Certification Period in accordance with this Agreement. If You wish to continue using a Mark after the Certification Period, You must apply for and obtain re-Certification.
- 3.6 You must not:
 - (a) make any representation relating to the Programme or Your Certification, except to the extent permitted by this Agreement and the terms on which Certification was granted to You;
 - (b) make any representation relating to the Programme or Your Certification, that may deceive or mislead any person as to the nature and / or scope of Your Certification and / or status of Your membership with the Programme;
 - (c) do or omit to do anything which may bring the Programme into disrepute, or otherwise damage the credibility of the Programme; or
 - (d) purport to transfer the Certification.

4. VERIFICATION

- 4.1 Verification is conducted when requested by You (when You consider You will meet the requirements of the Programme), and if not requested by You, annually within 12 months of the previous on-site Verification, unless otherwise specified by Us.
- 4.2 We will advise You of the names of the verifiers selected to conduct the Verification. You may object to an individual verifier or verifiers only on the grounds that they are in a position of conflict due to an activity or relationship which compromises or may compromise their impartiality in conducting the Verification (or any other reasonable grounds agreed to by Us in writing in advance of the Verification).
- 4.3 The date for conducting the Verification will be arranged in consultation with You. If You postpone or cancel the Verification after You have agreed the date with Us, You will pay Us any unrecoverable disbursement costs. If You cancel the Verification less than five Days before the agreed date, You will also pay Us a cancellation fee of 50% of the Certification Fee.
- 4.4 You will:
 - (a) provide the verifiers with access (during Your normal business hours) to Your records, premises and staff in order to conduct the Verification;
 - (b) provide the verifiers with such information and data as reasonably required by the verifiers to conduct the Verification. If You have not submitted the required information and data at least five Days prior to the agreed date for the Verification, an additional Verification may be required and You will pay Us for additional time and disbursement costs;

- (c) comply with Our reasonable requests in relation to the Verification in a timely manner and will not obstruct the Verification in any way; and
 - (d) allow observers from any Accreditation Body, as well as trainers and trainee verifiers, to observe the Verification. You will be notified in advance if this is required and upon request We can provide You with a copy of any confidentiality obligations such observers have provided to Us prior to commencing any such observation.
- 4.5 You will take all reasonable steps to ensure that the health and safety of the verifiers (including the Auditors), Our staff, technical experts and observers is not compromised while on Your premises. If any of Our personnel identifies a risk to health and safety while on Your premises, We will notify You of this and may suspend the Verification until such risk has been removed to Our reasonable satisfaction.
- 4.6 If the Verification is stopped because the assumptions set out in the Schedule to this Agreement are no longer true, You will pay Us for the work completed up to the point where the Verification stopped.
- 4.7 In the event that the Verification report includes one or more Non-conformances, You must rectify such Non-conformance(s) to the satisfaction of the verifier within the number of Days specified in the Non-conformance log issued by the verifier. If the close-out of Non-conformances exceeds this period, You will pay Us additional fees (which may include Our fees for another Verification to be performance at Our discretion where due to the passage of time We can no longer rely on the previous Verification) which We will charge to You on a time and disbursements basis. For the purposes of this Clause 4.7, "close out" means either:
- (a) where the Non-conformance is an error, the correction of that error to Our reasonable satisfaction; or
 - (b) where the Verification findings require certain actions to be implemented by You, receipt by Us of sufficient evidence to show that such actions have been implemented.
- 4.8 You warrant that all information and data provided by You for the purposes of the Verification and any additional Verifications (whether pursuant to Clause 4.4(b), 4.7 or otherwise) is accurate, complete, up to date and not misleading.

5. USE OF MARKS

- 5.1 Where in the course of the provision of the Services, We give You permission to use any Marks, You shall:
- (a) use the Marks in accordance with the Certification Mark Guide and this Agreement;
 - (b) not use the Marks unless You have a current Certification under the Programme or (where expressly permitted in writing by Us) are working towards Certification and have paid all applicable Fees;
 - (c) not sublicense the Marks or otherwise allow any third party (including, without limitation, a retailer or a distributor) to use the Marks without Our prior written approval (which may be subject to conditions);
 - (d) provide Us with drafts of all material You intend to produce that use any of the Marks and/or contain any references in relation to the Certification and/or the Programme, and obtain Our written approval to such use prior to release of the material;
 - (e) maintain accurate and up to date records of all Your use of the Marks and, if requested by Us on reasonable notice, permit an independent auditor to inspect such records (at Our cost) during Your normal business hours to verify Your use of the Marks;
 - (f) during any Verification other than the first Verification, provide to the verifier on request examples of Your use of the Marks;
 - (g) not alter any of the Marks in any way, except with Our prior written approval; and
 - (h) comply with all Our reasonable directions in relation to Your use of the Marks.

- 5.2 You are responsible for ensuring that Your use of the Marks is not likely to mislead or deceive. We will not be liable to You or any third party for a claim that Your use of the Marks is misleading or deceptive.
- 5.3 Subject to Clause 5.4, You must only use the Marks (and not any other mark or design) in relation to Your Certification or as otherwise agreed by Us.
- 5.4 We and You may develop a new trade mark (which may or may not incorporate a component of the Marks) for Your use in relation to Your Certification ("**New Mark**"). You agree that:
- (a) We will own all intellectual property rights in the New Mark;
 - (b) You will not receive or acquire any intellectual property rights relating to the New Mark, other than a licence to use the New Mark in accordance with this Agreement;
 - (c) the terms of this Agreement that relate to Your use of the Marks will also apply to Your use of the New Mark; and
 - (d) if We grant to a third party a licence to use the New Mark, such licence will be subject to such terms and conditions as You and We may agree.

6. CARBON CREDITS (IF APPLICABLE)

- 6.1 Where You require carbon credits for Your Certification, the provisions of Part III of the Appendix will apply.

7. PUBLIC STATEMENTS

- 7.1 During the Certification Period, You may publicise Your Certification, and use any Programme promotional material provided by Us for publicity and advertising purposes, in accordance with Our reasonable directions.
- 7.2 Unless otherwise agreed with You in writing, We may publicise Your application for Certification and/or Your participation in the Programme. We may also make a statement on the 'Suspended or Withdrawal' section of Our website for a period of three months regarding Your Certification in the following circumstances:
- (a) if You do not take all steps necessary to complete re-Certification, We may publish Your name on the Website stating that Your Certification has been suspended or withdrawn and inform the relevant Accreditation Body of such fact;
 - (b) if Your Certification has been suspended or withdrawn, We may publish Your name on the Website stating that Your Certification has been suspended or withdrawn and inform the relevant Accreditation Body of such fact;
 - (c) if there is any confusion relating to Your Certification, We may issue a statement clarifying the matter and inform the relevant Accreditation Body of such fact.
- 7.3 We will maintain a register of all current Licensees and will make the register available for public inspection.

8. COMPLAINTS AND APPEALS

- 8.1 If We receive any complaints from third parties about You in relation to Your Certification, We will notify You of this and investigate the complaint. We will provide a copy of the investigation report to You and the complainant. If, as a result of the investigation, We consider that Your Certification is no longer valid, We may (at Our sole discretion and without liability to You) either suspend or withdraw Your Certification.
- 8.2 If You have any complaints about Our verification and certification services, or a certification decision, such complaints will be dealt with in the manner set out on the Website.
- 8.3 You will provide Us with all assistance and information that We may reasonably require for the purposes of resolving any complaint We receive.

9. MODIFICATION, SUSPENSION OR DISCONTINUANCE OF PROGRAMME

- 9.1 We reserve the right at any time, and from time-to-time, to modify or discontinue (either temporarily or permanently) the Programme or any part of it (with or without notice). You agree that We will not be liable to You or any third party for any modification, suspension or discontinuance of the Programme.
- 9.2 Where the Programme is modified in a manner that You, acting reasonably, consider materially changes the nature of the benefits to be received by You, then You may withdraw from the Programme by giving Us the required length of written notice as set out in Clause 10.4.

10. CHANGE OF CIRCUMSTANCE, WITHDRAWAL AND SUSPENSION

- 10.1 You must advise Us as soon as practicable of any circumstances which may affect Your ability to meet the Technical Requirements and other standards and specifications as listed in the Schedule to this Agreement. We may (at Our option) either suspend or withdraw Your Certification if We consider that the Certification is no longer valid due to a change in Your circumstances.
- 10.2 Following Certification, where We have reason to believe that Your circumstances have changed but You have not notified Us, We may conduct additional Verifications at any time to determine whether You continue to meet the Technical Requirements. If an additional verification identifies that You no longer meet the Technical Requirements, We will give You notice of Our findings and You will have 20 Days from the date of such notice to remedy the Non-conformance and You will reimburse Us for the reasonable cost of the additional verification. If You do not remedy the Non-conformance to Our satisfaction within the '20 Day period', We may (at Our option) either suspend or withdraw Your Certification.
- 10.3 If We exercise Our right to suspend Your Certification under Clause 10.1 or 10.2, then:
 - (a) during the suspension (which shall be for a period of not more than 6 months), We and You will meet and, in good faith, try to resolve the issue; and
 - (b) if Your Certification has been suspended for 6 months, then at such time We will (at Our option) either re-instate or withdraw Your Certification.
- 10.4 Where a verification date has been agreed prior to any written notice of termination of this Agreement by You, Clause 4.3 applies.

11. CONSEQUENCES OF EXPIRY, WITHDRAWAL, SUSPENSION AND TERMINATION

- 11.1 If We suspend Your Certification for any reason, then (until the suspension has been lifted at Our sole discretion) You must cease all use of the Marks and cease all other representations to the effect that You have Certification, and You must not place into the market or circulate any products, services, promotional material or any other matter bearing any of the Marks or make any representation that You have Certification.
- 11.2 If You withdraw from the Programme, or We withdraw Your Certification for any reason, or Your Certification has expired, then this Agreement will automatically terminate and You must:
 - (a) immediately cease all use of the Marks and cease all other representations to the effect that You have Certification;
 - (b) immediately pay to Us all amounts owing pursuant to this Agreement; and
 - (c) not place into the market or circulate any products, services, promotional material or any other matter bearing any of the Marks or makes any representation that You have Certification.
- 11.3 Notwithstanding Clause 11.1 and Clause 11.2, You are not required to withdraw from sale or circulation any products, services, promotional material or other matter bearing any of the Marks or otherwise referring to Your Certification which have been placed into the market prior to the suspension or withdrawal of Your Certification or the termination of this Agreement (as the case may be).

12. REFUND OF FEES

- 12.1 Where the Programme is discontinued pursuant to Clause 9.1, Your obligation to pay any Fees not then owing will cease and We will refund to You such proportion of the Fees that You have paid that relate to a period that has not expired at the date the Programme is so modified, suspended or discontinued.
- 12.2 If You are not awarded Certification, or You withdraw from the Programme, or Your Certification is suspended or terminated, You will pay all outstanding monies owing under this Agreement (including any amounts owing under Clause 4.3) and We will not refund You any amounts paid pursuant to this Agreement.

13. DEFINITIONS AND INTERPRETATION

13.1 In this Agreement, unless the context requires otherwise:

- (a) **Accreditation Body** means an international accreditation agency or body that We use in relation to the Programme.
- (b) **Annual Membership Fee** means Your annual membership fee for becoming a member of the Programme based on Your organisational environmental profile and service requirements as advised to Us by You and as set out in the Services Schedule or as otherwise advised to You in writing from time to time.
- (c) **Auditor** means an external auditor that We may appoint to audit You under the Programme.
- (d) **Certification** means Our certification of You under and in accordance with the Programme (or any level of Certification within the Programme if applicable).
- (e) **Certification Fee** means the fee We calculate using Our hourly rate and reflecting the time We estimate it will take to complete Your Verification, any technical review and Your Certification, which estimate may be varied by the scope assessment (if any) and completion of the actual Verification as further outlined in Clause 1.
- (f) **Certification Mark Guide** means the certification mark use guide issued by Us, as amended by Us from time to time.
- (g) **Certification Period** means the period of time stated on the Certification for which the Certification is valid as long as the provisions set out in this Agreement are met.
- (h) **Documentation** means any documents related to Your participation in the Programme, notes, templates, registers, checklists and any other documents We may issue to You whether in hard or electronic copy in relation to the Programme. For the avoidance of doubt, Intellectual Property Rights include Documentation.
- (i) **Fees** includes the Annual Membership Fee, the Certification Fee and any other fees listed or referred to in the Schedule.
- (j) **Level** means a level, step or stage of certification in the Programme, where applicable to the Programme.
- (k) **Licensee** means a person that has been granted certification under a certification programme operated by Us.
- (l) **Marks** means the word marks and logo marks issued to You and used by You as evidence that Your organisation, product, service or event (as applicable) meets the Programme requirements as set out in the Technical Requirements, these additional terms, the Standard Terms and the Certification Mark Guide.
- (m) **Programme** means the certification programme specified in the Schedule to this Agreement.
- (n) **Technical Requirements** means a document issued by Us which contains the technical requirements for Certification, as amended by Us from time to time.
- (o) **Verification** means the assessment undertaken by Us or an Auditor to confirm that You comply with the Technical Requirements.

Part III: Carbon Credit Terms

THESE TERMS

The terms set out in this Part III of the Appendix of Terms outline the additional terms that apply where You require carbon credits for Your Certification.

1. FEES AND PAYMENT

- 1.1 Where You require carbon credits for Your Certification, then subject to clause 2 below, We will source carbon credits on Your behalf on the following terms.
- 1.2 At the time of Your Verification:
 - (a) We will advise You of the quantity of estimated carbon credits You may require for Your Certification;
 - (b) We will provide You with a list of eligible greenhouse gas projects which have available for purchase carbon credits that comply with the Programme; and
 - (c) You will select and notify Us of the projects from which You request Us to purchase credits on Your behalf.
- 1.3 Prior to Your Certification:
 - (a) We will confirm the quantity of carbon credits You will require for Your Certification; and
 - (b) We will invoice You the costs associated with purchasing and retiring or cancelling (or similar) the carbon credits from the eligible greenhouse gas projects You have selected (including GST and any fees charged by the supplier of the carbon credits, transactional fees charged by the registry ("Registry Fees") and any Administration Fee We may notify to You).
- 1.4 Upon Your payment of the invoice referred to clause 1.3(b), We will:
 - (a) Purchase the carbon credits;
 - (b) Request the third party registry that has issued or listed the carbon credits for Your selected greenhouse gas projects ("Registry") to transfer the purchased carbon credits into Our account on the Registry; and
 - (c) Request the Registry to retire or cancel the carbon credits on Your behalf or take other equivalent action to ensure that the carbon credits cannot be used again.
- 1.5 You acknowledge that any carbon credits provided to You under this Schedule are provided on the following terms:
 - (a) You understand that the credits You selected at the time of Your Verification may no longer be available to purchase prior to Your Certification in which event You will select alternative greenhouse gas projects from which You request Us to purchase credits on Your behalf;
 - (b) We select greenhouse gas projects on the basis of publicly available verification reports prepared by third parties who are approved or selected by the standards body under which the greenhouse gas project is registered;
 - (c) We select carbon credits on the basis of their availability as advised to Us by third party registries authorised to list or issue those credits;
 - (d) We do not represent or make any warranty in respect of the accuracy, reliability and/or completeness of information provided by third party verifiers or registries (including the Registry);
 - (e) We make no representations as to the achievement of the underlying environmental benefits of the carbon credits listed or issued on the Registry; and
 - (f) We do not control the operational aspects of any the Registry and do not warrant the accuracy of information relating to the carbon credits including their availability or the cancellation or retirement of them.

2. Sourcing of own carbon credits

- 2.1 Where You require 1,000 or more carbon credits per annum for Your Certification, You may source Your own carbon credits, in which case You will:
- (a) seek Our prior approval for Your sourced carbon credits before Your scheduled Verification date;
 - (b) pay any approval assessment fee We may notify to You for Our review and approval of any such credits not already approved by Us;
 - (c) arrange for the final carbon credit volume (100% of required offset) to be transferred into the Programme's relevant registry account within 10 Days of confirmation from Us of the final volume required, for subsequent cancellation; and
 - (d) pay any Registry Fees and any other administration or related fee We may notify to You.

3. Optional Certified Products

- 3.1 Where You offer an optional certified product or service to Your clients:
- (a) You will purchase and cancel carbon credits in advance for the period detailed in the Schedule to this Agreement, based upon a forecast estimate, and agree to purchase and cancel further credits as identified at subsequent Verifications; and
 - (b) if an organisation listed in the Schedule to this Agreement leaves the Programme and still has products on sale with the Marks, You will agree, based on an agreed estimate, to ensure that all of the emissions associated with such products have been offset.

4. Changes in situation

- 4.1 If after We have purchased carbon credits on Your behalf You withdraw from the Programme prior to Your Certification and in accordance with the provisions of this Agreement, then unless We have retired, cancelled or taken other equivalent action to ensure that the carbon credits cannot be used again, We will use Our reasonable endeavours to sell the purchased carbon credits at the rate available to Us at that time, and refund You the monies We receive for the sale less any Registry Fees and any Administration Fees We may notify to You.
- 4.2 If the final volume of carbon credits required for Certification is less than the volume We have purchased for You in accordance with this Agreement, then unless We have retired, cancelled or taken other equivalent action to ensure that the carbon credits cannot be used again, We will at Our discretion either:
- (a) use Our reasonable endeavours to sell the purchased carbon credits at the rate available to Us at that time, and refund You the monies We receive for the sale less any Registry Fees and any Administration Fees We may notify to You; or
 - (b) We may hold these carbon credits for Your next Certification.
- 4.3 If the final volume of carbon credits required for Certification is greater than the volume We have purchased for You in accordance with this Agreement, You must purchase additional carbon credits from Us at the prices we supply to You.
- 4.4 Where re-Certification is not sought at the expiry of the Certification Period, an assessment will be conducted with You to ensure that all emissions actually created by You during the Certification Period have been offset. Where such emissions have not been offset, We will notify You and You must purchase, or direct Us to cancel, the required carbon credits. To the extent that You do not purchase, or do not direct Us to cancel, the required carbon credits within 15 Days of Our notice, then We may (at Our option) cancel such carbon credits and invoice You for the relevant amount, and You must pay Us such amount within 10 Days.

Wendy Collard

From: Customer Services
Sent: Monday, 3 April 2023 12:49 p.m.
To: Official Information
Subject: FW: 20230403 DCC Taxpayer's Union Toitū LGOIMA Request [#110A5DC]

Kia ora,

This was received via email. Please let us know if there is anything further we can help with.
Nga mihi

Sheryl
Customer Services Officer
Customer Services
P 03 477 4000 | E dcc@dcc.govt.nz
Dunedin City Council, 50 The Octagon, Dunedin
PO Box 5045, Dunedin 9054
New Zealand
www.dunedin.govt.nz

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

From: requests@taxpayers.org.nz
Sent: Monday, 3 April 2023 10:38:31 a.m.
To: dcc@dcc.govt.nz
Subject: 20230403 DCC Taxpayer's Union Toit LGOIMA Request

To the Dunedin City Council,

This is a request for official information under the Local Government Official Information and Meetings Act 1987 relating to the environmental certification your council has received.

We request information that answers the following questions:

1. How many years has your council been affiliated with Toit?
2. How much does it cost your council to maintain certification, including fees from Toit and costs related to meeting these requirements?
 1. If different, what were the initial up-front costs to achieve compliance with certification standards and achieve certification in the first place?
3. Does the council plan to achieve Carbon Positive certification, and if so, why, and under what timeframe?
 1.
 1. If not, why?
 1. Has the council considered other certification/auditors, or in-house auditing of their climate emissions as an alternative to Toit?

We do not wish to cause unnecessary expense or burden on your council. If clarification of any of our requests is needed, please call or email. Likewise, if a request proves unnecessarily burdensome in form and we are likely to be able to adjust it to be more specific or better suited to your information systems without losing the benefit of what is sought, please also get in touch. If there is likely to be a delay in being able to assemble or provide some of the information requested, please provided the rest of the information as it becomes available.

To avoid unnecessarily printing and postage costs, we ask that you send a confirmation of receipt, the response and any other correspondence to requests@taxpayers.org.nz. Please include the following reference in the subject line – 20230403 DCC Taxpayers Union Toit Request

Regards,

Research Intern | New Zealand Taxpayers' Union | Auckland Ratepayer's Alliance

New Zealand Taxpayers' Union Inc. | Main [+64 4 282 0300](tel:+6442820300) | 117 Lambton Quay, Wellington 6011 | PO Box 10518, The Terrace, Wellington 6143 | www.taxpayers.org.nz

Auckland Ratepayers' Alliance | Main [+64 9 281 5172](tel:+6492815172) | 41 Shortland Street, Auckland 1010 | PO Box 133099, Eastridge, Auckland 1146 | www.ratepayers.nz

We are 100% funded by people like you. If you like what we do, join the [Taxpayers' Union](#) or the [Ratepayers' Alliance](#).