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Report To: Council



Meeting Date: 27 May 2025

Subject: Presentation – EnviroSchools Programme

Type: Information Only

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Manager – Community Development

1. Purpose of Report

- 1.1 The purpose of this business paper is to advise Council that representatives from EnviroSchools will attend today's meeting to provide Council with an update on delivery of the EnviroSchools Programme.

2. Suggested Resolutions

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.

1 The Presentation - EnviroSchools Programme be received.

3. Background

- 3.1 The EnviroSchools Programme helps young people to take action on sustainability in ways that matter to them and their communities. It connects learning to real-life issues and encourages involvement in social, cultural, economic, and environmental change. The programme values Māori perspectives and celebrates diverse cultures.
- 3.2 EnviroSchools work within the Curriculum Framework and Guidelines for Environmental Education to make learning a practical and fun experience.
- 3.3 Waitomo District Council provides an annual contribution that supports the facilitation of the programme to achieve several outcomes for the district, schools and young people.
- 3.4 Waikato Regional Council provides co-funding for facilitation, regional leadership and runs two EnviroSchools grant rounds for school projects that align with the EnviroSchools guiding principles.
- 3.5 There are nine schools enrolled in the programme in the Waitomo District – Benneydale School, Centennial Park School, Mokau School, Piopio Primary School, Pukenui School, Rangitoto School, Te Kuiti High School, Waitomo Caves School and Whareorino School.
- 3.6 Michelle Daly, Senior Education Advisor for EnviroSchools will be present at the meeting to provide an update on the local EnviroSchools programme. Students from Whareorino School will join the meeting online to answer any questions elected members may have.

WAITOMO DISTRICT COUNCIL

MINUTES OF A MEETING OF THE WAITOMO DISTRICT COUNCIL HELD IN THE COUNCIL CHAMBERS, QUEEN STREET, TE KUITI ON TUESDAY 29 APRIL 2025 AT 9.00AM

PRESENT: Mayor John Robertson
Deputy Mayor Allan Goddard
Dan Tasker
Eady Manawaiti
Gavin Todd
Janette Osborne

IN ATTENDANCE: Audit and Risk Committee Independent Chair, Jaydene Kana (for part only)

Chris Gardner, Reporter (Good Local Media)
Matthew Martin, Senior Reporter (Waikato Times)

Manager – Governance Support, Michelle Higgie
General Manager – Community Services, Helen Beever
Chief Financial Officer, Tina Hitchen
Manager – Community Development, Sarah McElroy
General Manager – Strategy and Environment, Alex Bell
General Manager – Infrastructure Services, Shyamal Ram
Manager – Strategy and Policy, Charmaine Ellery
Graduate Policy Advisor, Raj Mahadevappa

1. Karakia Tuwhera

2. Apologies

Resolution

The apology from Councillor Janene New be received and leave of absence granted.

Robertson/Goddard Carried

The Mayor noted that the Chief Executive is on annual leave and that the General Manager – Community Services would be Acting Chief Executive until his return.

The Mayor advised that he needs to leave the meeting at 11.00am.

3. Declarations of Member Conflicts of Interest
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No declarations made.

4. Confirmation of Minutes: 25 March 2025
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Resolution

The Minutes of the Waitomo District Council meeting of 25 March 2025, including the public excluded minutes, be confirmed as a true and correct record.

Todd/Tasker Carried

5. Mayor's Report – April 2025

Council considered the Mayor's Report for April 2025.

The Mayor expanded verbally on the business paper and answered Members questions, noting a correction to the suggested resolution which should read "April", not "February".

Resolution

The Mayor's Report – April 2025 be received.

Robertson/Tasker

Carried

6. Chief Executive's Report – April 2025

Council considered the Chief Executive's Report for April 2025.

Resolution

The Chief Executive's Report – April 2025 be received.

Robertson/Goddard

Carried

The Chief Financial Officer entered the meeting at 9.12am

The Manager – Community Development entered the meeting at 9.13am

7. Leadership/Governance, Finance and Information Technology Activity Update Report
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Council considered a business paper providing an update on activities that form part of the Leadership/Governance Group including Finance and Information Services.

The Chief Financial Officer expanded verbally on the business paper and answered Members questions.

Resolution

The business paper on Information Services, Finance and Leadership/Governance Activity Update Report be received.

Goddard/Todd

Carried

8. Financial Report for the period ended 31 March 2025

Council considered a business paper providing an overall progress report on WDC's financial activities for the period ended 31 March 2025.

The Chief Financial Officer expanded verbally on the business paper and answered Members questions.

Resolution

The business paper on the Financial Report for the period ended 31 March 2025 be received.

Robertson/Manawaiti

Carried

The Chief Financial Officer left the meeting at 9.20am

The General Manager – Strategy and Environment entered the meeting at 9.21am.

9. Great New Zealand Muster 2025 - Debrief

Council considered a business paper providing an update on the Great New Zealand Muster 2025.

The Manager – Community Development expanded verbally on the business paper and answered Members questions, noting that it was one of the most successful Musters ever, with over 8,000 attendees estimated.

The General Manager – Community Services acknowledged the input of the Manager – Community Development in organising such a successful event.

Resolution

The business paper on Great New Zealand Muster 2025 – Debrief be received.

Manawaiti/Tasker Carried

The Manager – Community Development left the meeting at 9.30am.

10. Bi-Monthly Activity Report: Planning and Regulation

Council considered a business paper providing an update on work programmes that form part of the Regulatory Activity.

The General Manager – Strategy and Environment expanded verbally on the business paper and answered Members questions.

Resolution

The business paper on Bi-Monthly Regulatory Update Report be received.

Osborne/Todd Carried

11. Fast Track Approvals Act 2024 – Delegations

Council considered a business paper Recommending Council authorise delegation to staff to carry out powers, functions and duties relevant to the Fast-track Approvals Act 2024.

The General Manager – Strategy and Environment expanded verbally on the business paper and answered Members questions.

Resolution

- 1 The business paper on Fast-track Approvals Act 2024 - Delegations be received.
- 2 Council, pursuant to Clause 32 of Schedule 7 of the Local Government Act 2002, approves the delegations under the Fast-track Approvals Act 2024 as follows:

FAST TRACK ACT 2024 DELEGATIONS

Provision	Function, Duty, Power to be Delegated	Level
s17(1)	Power to provide written comments to the Minister on any referral application.	General Manager – Strategy and Environment
s17(3)	Power to provide comments advising of any applications that have been lodged with the local authority that would be competing applications and in relation to any proposed approval of the kind described in s42(4)(a) and existing resource consents of the kind referred to in s30 (3)(a).	General Manager – Strategy and Environment
s20(1)	Power to respond to the Minister's request for further information about a referral application.	General Manager – Strategy and Environment

Provision	Function, Duty, Power to be Delegated	Level
s53(2)(a)	Power to provide written comments and further information on any substantive application within 20 days.	General Manager – Strategy and Environment
s57	Where comments have been provided under s53, power to decide to attend hearings if a hearing is called and nominate a person to represent Waitomo District Council at the hearing.	General Manager – Strategy and Environment
s67	Power to provide further information or a report if requested by the EPA within 20 days upon receiving a request for further information or a report	General Manager – Strategy and Environment
s70(1)(c)	Power to provide comments on draft conditions related to the local authority's statutory responsibility to enforce or monitor compliance with the conditions.	General Manager – Strategy and Environment
s76(5)(c)	Power to provide further information to the Minister on any substantive application if the application is called in under s74 or otherwise transferred under s75.	General Manager – Strategy and Environment
s90(2)&(3)	Power to provide the EPA information about a substantive application in time frame specified by the EPA or advise the EPA that the local authority does not hold the information.	General Manager – Strategy and Environment
s91	If information held by a local authority is sensitive to an iwi or hapū and is under an agreement of confidentiality the local authority must maintain confidentiality and discuss with the iwi or hapū whether the information or part of it may be disclosed.	General Manager – Strategy and Environment
s99(1)(b)	Power to decide whether to appeal a decision on a question of law to the High Court.	Chief Executive
s101	Power to make an application for review under the Judicial Review Procedure Act 2016.	Chief Executive
Schedule 3 Clause 3	Power to nominate a Council representative(s) on the EPA.	Chief Executive
Schedule 3 Clause 12(2)	Power to provide a report.	Chief Executive

NOT DELEGATED – COUNCIL ONLY		
s13	The ability to apply for a referral under the Fast-track Approvals Act 2024 (i.e.: make a fast-track approval application for a Council project).	Not delegated Council only
Schedule 6, clause 3(m)	Reserves Act approval – power to provide written agreement for the activity to be undertaken on a reserve owned or managed by a local authority and take into account the criteria under clause 7.	Not delegated Council only
Schedule 6, clause 42	Reserves Act approval – power to provide written consent for amendment or revocation of conservation covenant if the covenant was granted in favour of a local authority or other body under <u>section 77</u> of the Reserves Act 1977.	Not delegated Council only
Schedule 11, clause 3(f)	Crown Minerals Act approval – power to provide written agreement for the activity to be undertaken on a reserve managed by a local authority.	Not delegated Council only

Osborne/Goddard

Carried

The Manager – Strategy and Policy and Graduate Policy Advisor entered the meeting at 9.40am.

Chris Gardner, Reporter (Good Local Media) left the meeting at 9.40am.

12. Dog Control Bylaw and Policy Review - Adoption of Consultation Document

Council considered a business paper presenting for Council's approval a Statement of Proposal for Consultation on the Draft Waitomo District Dog Control Bylaw 2025 and the Draft Waitomo District Dog Control Policy 2025.

The General Manager – Strategy and Environment and Manager – Strategy and Policy expanded verbally on the business paper and answered Members questions.

Resolution

- 1 The business paper on Dog Control Bylaw and Policy Review - Adoption of Statement of Proposal for Consultation be received.
- 2 Council adopts the Statement of Proposal, which includes the Draft Waitomo District Dog Control Bylaw 2025 and the Draft Waitomo District Dog Control Policy 2025 for public consultation.
- 3 Council approves that the public consultation period begins on 1 May 2025 and concludes on 31 May 2025.
- 4 Council authorises the Chief Executive to make editorial or layout changes to the Statement of Proposal that may be necessary before it is made publicly available.

Robertson/Osborne Carried

The General Manager – Strategy and Environment, Manager – Strategy and Policy and Graduate Policy Advisor left the meeting at 9.44am.

13. Dangerous Driving and Related Anti-Social Behaviour Issues, Te Kuiti East – Update

Council considered a business paper seeking approval for recommended works to address concerns relating to dangerous driving around Te Kuiti East.

The Mayor and General Manager – Infrastructure Services expanded verbally on the business paper and answered Members questions.

The General Manager – Infrastructure Services entered the meeting at 9.46am.

Councillor Todd expressed his concerns that the work proposed will not stop the anti-social driving behaviours and would be a waste of ratepayers money.

Councillor Manawaiti pointed out that the aim of the public meeting and resulting proposed works are not only to stop anti-social driver behaviours, but to improve overall road safety and to assist with development of Centennial Park. Councillor Manawaiti also expressed concern at how two stock truck and trailer units going in opposite directions could navigate Park Street if the carparks are full and that this should be taken into account when considering the carpark layout.

Resolution

- 1 The business paper on Dangerous Driving and Related Anti-Social Behaviour Issues, Te Kuiti East be received.
- 2 Council approve \$80,000 to complete the line marking and kerb build outs on Te Kuiti Road and surrounding roads.

Robertson/Manawaiti Carried

Councillor Todd requested that his objection to the resolution be noted in the Minutes.

14. Motion to Exclude the Public

Council considered a business paper enabling Council to consider whether or not the public should be excluded from the consideration of Council business.

Resolution

- 1 The public be excluded from the following part of the proceedings of this meeting.
- 2 The general subject of each matter to be considered while the public is excluded and the reason for passing this resolution in relation to each matter, as specified by Section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

General Subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Section 48(1) grounds for the passing of this resolution
1. Proposed Sale of Property - Te Kuiti	Section 7(2) (i) To enable any local authority holding the information to carry out, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	Section 48(1) (d) That the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.
2. Performance of Recently Installed Three Waters Infrastructure - Update	Section 7(2) (g) To maintain legal professional privilege. <u>and</u> (i) To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1) (d) That the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.
3. Te Kuiti Water Supply Resilience Improvements	Section 7(2) (h) To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities;	Section 48(1) (d) That the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.

- 3 Council agree the following staff, having relevant knowledge to assist in the consideration of the items of business to be public excluded, remain in attendance to assist the Council with its decision making:

Staff Member	Reason for Remaining in Attendance
Acting Chief Executive	Council CEO
Manager – Governance Support	Committee Secretary
General Manager – Strategy and Environment	Portfolio Holder
Chief Financial Officer	Portfolio Holder
General Manager – Infrastructure Services	Portfolio Holder

- 4 This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole, or relevant part, of the proceedings of the meeting in the public.

Robertson/Tasker

Carried

15. Public Excluded Items to be made public following Council's decision taking

Resolution

Following Council's consideration and decision taking of the public excluded items –

1 Proposed Sale of Property - Te Kuiti

Resolution 1 only, be made public as follows:

Resolution

1 The business paper on Proposed Sale of Property - Te Kuiti be received.

2 Te Kuiti Water Supply Resilience Improvements

Resolution 1 only, be made public as follows:

Resolution

1 The business paper on Te Kuiti Water Supply Resilience Improvements be received.

3 Update - Performance of Recently Installed Three Waters Infrastructure

Resolution 1 only, be made public as follows:

Resolution

1 The business paper on Update - Performance of Recently Installed Three Waters Infrastructure be received.

Goddard/Todd

Carried

There being no further business the meeting closed at 11.32am

Dated this day of

JOHN ROBERTSON
MAYOR

Confidential

Confidential

Confidential

WAITOMO DISTRICT COUNCIL

MINUTES OF A HEARING OF THE WAITOMO DISTRICT COUNCIL HELD IN THE COUNCIL CHAMBERS, QUEEN STREET, TE KUITI ON WEDNESDAY 14 MAY 2025 AT 10.00AM

PRESENT:	Mayor John Robertson Deputy Mayor Allan Goddard Dan Tasker Eady Manawaiti Gavin Todd Janette Osborne
IN ATTENDANCE:	Waikato Regional Council Representatives – Councillor Stu Kneebone, Chair Pamela Storey (via Zoom) and Rick Liefing (via Zoom) Chudleigh Haggett Neil Wackrow Gregory Tuffey Mārama Henare-Waho and Supporters (Gloria Te Huia and Raewyn Cashin) Whare Ki Mokau Ki Runga (Andrew McCarthy) and Supporters Georgie Kete, Parehonuku Pollock and Tremaine Murray Tama Blackburn Allan Jones Demoworx (Peter and Henry Fullerton-Smith and Zane Beckett)
OBSERVERS:	Ronnie Takarei and Tawhirangi Thompson
STAFF:	Chief Executive, Ben Smit Manager – Governance Support, Michelle Higgie General Manager – Community Services, Helen Beever Manager – Strategy and Policy, Charmaine Ellery General Manager – Infrastructure Services, Shyamal Ram

1.	Karakia Tuwhera
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2.	Apologies
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Council noted the leave of absence granted to Councillor Janene New (for the period 15 April to 30 May 2025) at the 25 March 2025 Council meeting.

Resolution

The apology from Councillor Janene New be received.

Robertson/Manawaiti Carried

Council also noted apologies from the following Submitters:

- Waikato Environment Centre (Jo Wrigley and Hera Denton) (Sub No dAP 036)
- Moepatu Borrell (Sub No Waters 015)
- Kevin O'Sullivan (Sub No dAP 041 and Waters 016)

- 3. Hearing of Submitters to:**
- 1 Draft Annual Plan 2025/2026**
 - 2 Proposed Fees and Charges 2025/2026**
 - 3 Water Services**
 - 4 Draft Alcohol Fees Bylaw 2025**

10.00am Waikato Regional Council (Submission Numbers dAP 032 / Waters 011)

Waikato Regional Council representatives Councillor Stu Kneebone (in person), Chair Pamela Storey and Staff Member Rick Liefting (via ZOOM) spoke in support of the Waikato Regional Council written submissions and answered members' questions.

WRC Chair Pamela Storey and WRC Staff Member Rick Liefting left the meeting at 10.32am

10.33am Chudleigh Haggett (Submission Number Waters 007)

Chudleigh Haggett spoke in support of his written submission and answered members' questions.

Members thanked Mr Haggett for his submission and attending the hearing to expand verbally on the submission.

Chudleigh Haggett left the meeting at 10.53am

10.54am Neil Wackrow (Submission Number dAP 007)

Neil Wackrow spoke in support of his written submission and answered members' questions.

Mārama Henare-Waho and supporters Gloria Te Huia and Raewyn Cashin; Whare Ki Mokau Ki Runga representatives Andrew McCarthy and supporters Georgie Kete, Parehonuku Pollock and Tremaine Murray; and Tama Blackburn entered the meeting at 11.05am.

11.06am Gregory Tuffey (Submission Number dAP 008)

Gregory Tuffey spoke in support of his written submission and answered members' questions.

Neil Wackrow and Gregory Tuffey left the meeting at 11.18am

11.10am Mārama Henare-Waho (Submission Number LATE 002)

Mārama Henare-Waho spoke in support of her written submission and answered members' questions.

Allan Jones entered at 11.32am

11.20am Whare Ki Mokau Ki Runga (Submission Number dAP 023)

Andrew McCarthy spoke in support of the written submission from Whare Ki Mōkau Ki Runga and answered members' questions.

Peter and Henry Fullerton-Smith and Zane Beckett (Demoworx) entered the meeting at 11.57am.

11.30am Tama Blackburn (Submission Number dAP 010)

Tama Blackburn spoke in support of, and expanded on his written submission and answered members' questions.

Mārama Henare-Waho, Tama Blackburn, Andrew McCarthy (Whare Ki Mōkau Runga), Stu Kneebone (Waikato Regional Council) and supporters left the meeting at 12.13pm.

Midday **Allan Jones** (Submission Number dAP 043)

Allan Jones spoke in support of his written submission and answered members' questions.

12.10pm **Demoworx (Peter and Henry Fullerton-Smith)** (Submission Number LATE 001)

Peter and Henry Fullerton-Smith and Zone Beckett spoke in support of their written submission and answered Members' questions.

Resolution

- 1 The business paper on Hearing of Submitters be received.
- 2 Council note the verbal submissions made by the following Submitters:

Submitter Name	Submission Numbers
Waikato Regional Council	dAP 032 / Waters 011
Kevin O'Sullivan	dAP 041 / Waters 016
Chudleigh Haggett	Waters 007
Mārama Henare-Waho	LATE 002
Whare Ki Mokau Ki Runga	dAP 023
Tama Blackburn	dAP 010
Neil Wackrow	dAP 007
Gregory Tuffey	dAP 008
Allan Jones	dAP 043
Demoworx (Peter and Henry Fullerton-Smith and Zane Beckett)	LATE 001

- 3 The verbal submissions be noted for consideration at the Council Meeting on Tuesday 10 June 2025 as part of the submission deliberations process.
- 4 Council accept the late submission(s) and include them for consideration as part of the deliberations at the Council Meeting on Tuesday 10 June 2025.

Robertson/Manawaiti Carried

4. Karakia Whakamutanga

There being no further business the meeting closed at 12.46pm

Dated this day of

JOHN ROBERTSON
MAYOR

WAITOMO DISTRICT COUNCIL Audit and Risk Committee

MINUTES OF A MEETING OF THE WAITOMO DISTRICT COUNCIL AUDIT AND RISK COMMITTEE HELD IN THE COUNCIL CHAMBERS, QUEEN STREET, TE KUITI ON TUESDAY 13 MAY 2025 AT 9.00AM

PRESENT: Independent Chair Jaydene Kana
Mayor John Robertson
Deputy Mayor Allan Goddard
Gavin Todd
Janette Osborne

IN ATTENDANCE: Matt Laing and Callum Maxwell (Deloitte) via ZOOM

STAFF: Chief Executive, Ben Smit
Manager – Governance Support, Michelle Higgie
General Manager – Community Services, Helen Beever
Health and Safety Coordinator, Tanchia Pitts-Brown
General Manager – Infrastructure Services, Shyamal Ram
Manager – Strategy and Policy, Charmaine Ellery
Graduate Policy Advisor, Rajeshwari Mahadevappa
Chief Financial Officer, Tina Hitchen
Asset Accountant, Wayne La Roche

1.	Karakia Tuwhera
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2.	Apology
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Resolution

The apology from Councillor Janene New be received and leave of absence granted.

Kana/Osborne Carried

3.	Declarations of Member Conflicts of Interest
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No declarations made.

4.	Confirmation of Minutes: 4 February 2025
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Resolution

The Minutes of the Waitomo District Council meeting of 4 February 2025, including the public excluded items, be confirmed as a true and correct record.

Kana/Goddard Carried

5.	Amendments to the Order Paper
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The Chair advised that with the agreement of the Committee, and after discussion with Deloitte representatives, the following two public excluded items would be moved into the public meeting:

- 1 Annual Report and Summary Annual Report 2024/25 – Audit Engagement, Proposal, Service Plan and Timeline
- 2 Progress Report – Audit Findings for year ended 2024

6. Chair Report – May 2025

The Committee considered the Chair's report for May 2025.

The Chair expanded verbally on the business paper and answered Members questions.

Resolution

The Chair Report – May 2025 be received.

Kana/Osborne Carried

7. Mastercard Expenditure Report (January – March 2025)
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The Committee considered a business paper presenting details of expenditure incurred via WDC issued Corporate Mastercard for the period January to March 2025.

The Manager – Governance Support expanded verbally on the business paper, highlighting the while the Mayor has signed off on the March 2025 spreadsheet and he is a minor shareholder in the Fishpond Company, as per the Note, his authorisation relates solely to the expenditure of the Manager- Governance Support's expenditure, not the General Manager – Community Services who's expenditure is authorised by the Chief Executive. Therefore there is no conflict of interest associated with the Mayor's signature occurring on the March spreadsheet.

Resolution

The Mastercard Expenditure Report: January to March 2025 be received.

Kana/Robertson Carried

8. Policy and Bylaw Reviews

The Committee considered a business paper presenting details of Council adopted policies and bylaws, including a brief summary of each, their respective review timelines and any additional notes relating to review progress, for the Committee's information and oversight.

The Chief Executive expanded verbally on the business paper and answered Members questions.

Resolution

- 1 The business paper on Policy and Bylaw Reviews be received.
- 2 This report be presented to the Audit and Risk Committee on an annual basis going forward.
- 3 The Independent Chair liaise with the Chief Executive on other policies relative to the Audit and Risk Committee.

Kana/Osborne Carried

9. Risk Management Framework Update
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The Committee considered a business paper providing an update on the progress of Waitomo District Council's Risk Management Programme.

The Chief Executive and General Manager – Infrastructure Services expanded verbally on the business paper and answered Members questions.

The General Manager – Infrastructure Services, General Manager – Community Services and Health and Safety Coordinator entered the meeting at 9.24am.

Resolution

- 1 The business paper on Risk Management Framework Update be received.
- 2 The feedback provided by the Committee be incorporated into further review of the Risk Management Framework for consideration at the next meeting of the Audit and Risk Committee.

Kana/Osborne Carried

10. Progress Report: Health and Safety

The Committee considered a business paper providing a brief on Waitomo District Council's health and safety performance during quarter three of the 2024/25 financial year.

The Health and Safety Coordinator and General Manager – Customer Services expanded verbally on the business paper and answered Members questions.

Resolution

The Progress Report: Health and Safety be received.

Kana/Goddard Carried

11. Progress Report: WDC Resource Consents – Compliance Monitoring

The Committee considered a business paper providing a brief on compliance reporting against Resource Consent conditions due during the second quarter (2024/2025).

The General Manager – Infrastructure Services expanded verbally on the business paper and answered Members questions.

Resolution

The business paper on WDC Resource Consents – Compliance Monitoring be received.

Kana/Todd Carried

12. Progress Report: Procurement Summary Schedule (January – March 2025)

The Committee considered a business paper presenting a summary of the procurements made in the period January – March 2025 in accordance with Waitomo District Council's Procurement Policy.

The Chief Financial Officer and Asset Accountant entered the meeting at 10.15am.

The General Manager – Infrastructure Services expanded verbally on the business paper and answered Members questions, advising that the first six in the Schedule should be Price Quality Method and not Lowest Price Conforming.

Resolution

The business paper on the Progress Report: Procurement Summary Schedule (January – March 2025) be received.

Kana/Goddard Carried

13. Treasury Management Report for the period ended 31 March 2025
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The Committee considered a business paper providing an update on Waitomo District Council's debt position and compliance with borrowing limits for the period ended 31 March 2025.

The Manager – Strategy and Policy and Graduate Policy Advisor entered the meeting at 10.28am.

The Asset Accountant and Chief Financial Officer expanded verbally on the business paper and answered Members questions.

Resolution

The business paper on Treasury Management Report for the period ended 31 March 2025 be received.

Kana/Osborne Carried

14. Insurance Update Report – Insurance Year to 31 October 2025
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The Committee considered a business paper providing a brief on Waitomo District Council's 2024/25 insurance arrangements.

The Asset Accountant and Chief Financial Officer expanded verbally on the business paper and answered Members questions.

Resolution

The business paper on Insurance Update Report for the Insurance Year to 31 October 2025 be received.

Kana/Goddard Carried

The Three Waters Manager entered the meeting at 10.39am.

The Asset Accountant left the meeting at 10.41am.

15. Progress Report: Key Performance Indicators - period ended 31 March 2025

The Committee considered a business paper presenting Waitomo District Council's delivery performance on non-financials for the 2024/25 financial year for the period ending 31 March 2025 (Quarter 3).

The Manager – Strategy and Policy and Graduate Policy Advisor expanded verbally on the business paper and answered Members questions.

Resolution

The Progress Report: Key Performance Indicators for the period ended 31 March 2025 be received.

Kana/Todd Carried

Matt Laing (Deloitte) joined the meeting via Zoom at 10.45am.

The Manager – Strategy and Policy, Graduate Policy Advisor and Three Waters Manager left the meeting at 10.46am.

16. Top Twenty Suppliers

The Committee considered a business paper providing an update on the procurement status of Waitomo District Council's top twenty, by value, suppliers.

The Chief Executive expanded verbally on the business paper and answered Members questions.

Resolution

- 1 The business paper on Top Twenty Suppliers be received.
- 2 A report on the Top Twenty Supplier be presented to the Audit and Risk Committee on an annual basis going forward.

Kana/Osborne Carried

Callum Maxwell (Deloitte) joined the meeting via Zoom at 10.50am.

17. Annual Report and Summary Annual Report 2024/25 – Audit Engagement, Proposal, Service Plan and Timeline
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The Committee considered a business paper –

- 1 Presenting the Audit Engagement Letter (AEL) for the audit of the Annual Report and Summary Annual Report 2024/25;
- 2 Presenting the Audit Proposal Letter (APL) for the proposed fee for the audit of the Annual Report and Summary Annual Report 2024/25, 2025/26, 2026/27 and 2027/28;
- 3 Presenting the Confirmation of Engagement letter for the Limited Assurance Report (LAR) in respect of the Waitomo District Council's Debenture Trust Deed including the proposed fee;
- 4 Introducing the Deloitte Planning Report detailing the scope and proposed fees of the external audit, of Council's 2024/25 Annual Report and the timeline and;
- 5 To obtain the Council's approval for the signing of the engagement and fee proposal letters.

The Manager – Strategy and Policy entered the meeting at 10.52am.

Matt Laing and Callum Maxwell (Deloitte) expanded verbally on the audit papers and answered Members questions.

The Committee requested an insert into the letter re fees for Local Waters Done Well and a review of fees if necessary.

Resolution

- 1 The business paper on Annual Report and Summary Annual Report 2024/25 – Audit Engagement, Plan and Timeline be received.
- 2 The Deloitte Audit Engagement Letter be accepted as presented.
- 3 The Deloitte Audit Proposal Letter be accepted as presented.
- 4 The Deloitte Confirmation of Engagement Letter be accepted as presented.
- 5 The Deloitte Audit Planning Report be accepted as presented.

- 6 The Chief Executive and Mayor be delegated authority to sign on behalf of the Waitomo District Council –
- a) The Deloitte Audit Engagement Letters.
 - b) The Deloitte Audit Proposal Letter.

Kana/Robertson Carried

Matt Laing and Callum Maxwell (Deloitte) left the meeting at 11.26am.

18. Progress Report – Audit Findings for year ended 2024

The Committee considered a business paper providing an update on Waitomo District Council's progress on the audit findings from the audit conducted by Deloitte Limited for the year ending 30 June 2024 and as contained in Deloitte's confidential Audit Report considered by the Audit and Risk Committee on 15 October 2024.

The Chief Financial Officer expanded verbally on the business paper and answered Members questions.

Resolution

The business paper on Progress Report – Audit findings for year 2024 be received.

Kana/Osborne Carried

There being no further business the meeting closed at 11.30am

Dated this day of

JOHN ROBERTSON
MAYOR

WAITOMO DISTRICT COUNCIL
Appointments and Chief Executive Relationship Committee

MINUTES OF A MEETING OF THE WAITOMO DISTRICT COUNCIL APPOINTMENTS AND CHIEF EXECUTIVE RELATIONSHIP COMMITTEE HELD IN THE COUNCIL CHAMBERS, QUEEN STREET, TE KUITI ON TUESDAY 13 MAY 2025 AT 9:00AM

- PRESENT:** Mayor John Robertson
Deputy Mayor Allan Goddard
Gavin Todd
Janette Osborne
Eady Manawaiti
Dan Tasker
- IN ATTENDANCE:** One Member of the Public (Damian Sicely)
Chief Executive, Ben Smit
Manager – Governance Support, Michelle Higgie

Note: Councillor Janene New granted leave of absence (Tuesday 15 April to Friday 31 May 2025)

1. Confirmation of Minutes: 12 November 2024

Resolution

The public section of the Minutes of the Waitomo District Council Appointments and Chief Executive Relationship Committee meeting, including the public excluded minutes, of 12 November 2024 be confirmed as a true and correct record.

Robertson/Manawaiti Carried

2. Inframax Construction Limited – Board Governance (Succession Planning)
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The Committee considered a business paper presenting information on the process and timeline for succession planning required for the Board of Directors of Inframax Construction Limited.

The Manager – Governance Support and Mayor expanded on the business paper and answered Members' questions.

Councillor Osborne advised she wished to be included on the Working Party for interviewing and shortlisting of candidates.

MOTION

- 1 *The business paper on Inframax Construction Limited – Board Governance (Succession Planning) be received.*
- 2 *A Director position be advertised to attract suitably qualified candidates.*
- 3 *Advertisements be placed via the Institute of Directors New Zealand website.*
- 4 *The process be managed inhouse.*
- 5 *A Working Party be established consisting of the Mayor, Deputy Mayor and Director Hugh Goddard for the shortlisting, interviewing of candidates and making a recommendation to the Appointments and Chief Executive Relationship Committee on a preferred Candidate.*

- 6 *A meeting of the Appointments and Chief Executive Relationship Committee be scheduled for Tuesday 19 August 2025 for the Working Party to make its recommendation on a preferred candidate.*
- 7 *At the Tuesday 19 August 2025 meeting, the Appointments and Chief Executive Relationship Committee pass a resolution recommending appointment of the preferred candidate for Council's consideration at the August Council meeting.*

Robertson/Tasker

PROPOSED AMENDMENT TO MOTION

Amend Item 5 to include Councillor Osborne as follows:

- 5 *A Working Party be established consisting of the Mayor, Deputy Mayor, Councillor Osborne and Director Hugh Goddard for the shortlisting, interviewing of candidates and making a recommendation to the Appointments and Chief Executive Relationship Committee on a preferred Candidate.*

Osborne/ LOST

Resolution

- 1 The business paper on Inframax Construction Limited – Board Governance (Succession Planning) be received.
- 2 A Director position be advertised to attract suitably qualified candidates.
- 3 Advertisements be placed via the Institute of Directors New Zealand website.
- 4 The process be managed inhouse.
- 5 A Working Party be established consisting of the Mayor, Deputy Mayor and Director Hugh Goddard for the shortlisting, interviewing of candidates and making a recommendation to the Appointments and Chief Executive Relationship Committee on a preferred Candidate.
- 6 A meeting of the Appointments and Chief Executive Relationship Committee be scheduled for Tuesday 19 August 2025 for the Working Party to make its recommendation on a preferred candidate.
- 7 At the Tuesday 19 August 2025 meeting, the Appointments and Chief Executive Relationship Committee pass a resolution recommending appointment of the preferred candidate for Council's consideration at the August Council meeting.

Robertson/Tasker Carried

Councillor Osborne asked that her opposition to the Resolution be noted in the minutes.

There being no further business the meeting closed at 1.18pm

Dated this day of 2025

JOHN ROBERTSON
MAYOR

Document ID: 846367

Report To: Council**Meeting Date:** 27 May 2025**Subject:** Mayor's Report – May 2025**Type:** Information Only**Author(s):** John Robertson
Mayor**1 Purpose of Report**

- 1.1 The purpose of this business paper is to present the Mayor's report for the current month.

2 Suggested Resolution

- 2.1 The following is a suggested resolution only and does not represent Council policy until such time as it is adopted by formal resolution.

- 1 The Mayor's Report – May 2025 be received.

3 Commentary

At the Council workshop on 13 May 2025, the Chief Executive provided a report on the viability of the three Council operated Holiday Parks. In the discussion that took place, elected members were presented with recommendations that were generally supported. These were:

- Close the Te Kuiti Holiday Park and shift the ablution block to Marokopa.
- Keep the Marokopa Holiday Park open, but try to lease it out.
- Leave the Tui Park, Piopio Holiday Park as is.

From the ensuing discussion, it was preferred by elected members that Tui Park should be taken over by the community and the Marokopa Holiday Park should be leased out.

It was agreed that the public should be advised before the closure of the Te Kuiti Holiday Park. To assist with this, the focus of the Mayor's Sunday Facebook noted this proposed closing.

The Facebook post received a good amount of engagement. There was no commentary opposing its closure. There has been some interest expressed on leasing the Marokopa Holiday Park.

Given the relatively high cost to ratepayers of keeping the Te Kuiti Holiday Park open, I suggest that we resolve today to direct the executive to close it. If there is support to achieve this, I will propose a resolution, part two:

"The Council take the steps necessary to close the Te Kuiti Holiday Park, while keeping the Dump Station open."

Document No: 845582

Report To: Council



Meeting Date: 27 May 2025

Subject: Co-Lab Constitution – Proposed Amendment

Type: Decision Required

Author(s): Michelle Higgie
Manager – Governance Support

1. Purpose of Report

- 1.1 The purpose of this business paper is to present a proposal to amend the Co-Lab Constitution to remove the requirement that a Board member may only serve a maximum of six years consecutively.

2. Suggested Resolutions

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.
- 1 The business paper on Co-Lab Constitution – Proposed Amendment be received.
 - 2 Council approve amendment of Clause 13.6.1 of the Co-Lab Constitution by deleting the wording “for a further term but can serve only a maximum of six years consecutively” so that the clause reads:

13.6.1 Other than as set out under 13.6.2, all Board terms are three years. Any Board member may be reappointed.

3. Background

- 3.1 Co-Lab (formerly Waikato Local Authority Shared Services) was re-branded in late 2021 and is a Council Controlled Organisation owned by councils across the Waikato and Bay of Plenty including:

Hamilton City Council
Matamata-Piako District Council
Rotorua Lakes Council
Western Bay of Plenty District Council
Waikato District Council
Waipa District Council

Hauraki District Council
Otorohanga District Council
South Waikato District Council
Thames-Coromandel District Council
Waikato Regional Council
Waitomo District Council

- 3.2 The Co-Lab Board is appointed by the councils and currently consists of:

Peter Stubbs (LLB, CMINSTD)
Stephanie O’Sullivan
Lance Vervoort
Ben Smit
David Spiers
Chris McLay

Independent Chair
Chief Executive, Waipa District Council
Chief Executive, Hamilton City Council
Chief Executive, Waitomo District Council
Chief Executive, Hauraki District Council
Chief Executive, Waikato Regional Council

- 3.3 The purpose of Co-Lab is to support the councils by identifying and realising shared opportunities. To achieve this, Co-Lab has three main functions:

- 1 To act as an “ideas laboratory” – working with councils to investigate and develop opportunities to work together;
- 2 To deliver shared services to councils; and
- 3 To enter joint procurement arrangements.

3.4 By undertaking these activities, Co-Lab provides three key benefits to its councils:

a. Reducing costs by:

- achieving efficiency gains & economies of scale
- reducing duplication of effort & eliminate waste through repetition
- helping councils achieve an appropriate balance in risk & return

b. Creating value for councils by:

- improving levels of quality & service
- Increasing skills & expertise
- Improving compliance
- Improving decision making

c. Enabling innovation and change by:

- research & development
- promoting & contributing to the development of best practice
- a coordinated & consistent approach to the provision of services
- communities engaging with councils in our region on a consistent basis.

4. Commentary

- 4.1 Attached to and forming part of this business paper is a self-explanatory letter from Co-Lab Chief Executive, Kelvin French, proposing an amendment to the Co-Lab Constitution to enable the current Independent Chair to be re-appointed for a further term. A copy of the Co-Lab Constitution is also attached for information.
- 4.2 As the Constitution currently reads, a Board member may only serve a maximum of six years consecutively. The Chief Executives of the Co-Lab councils are unanimous in support of amending the Constitution to remove this restriction.

5. Analysis of Options

5.1 Option 1 – Approve the Proposed Amendment to the Co-Lab Constitution

- 5.2 There are no disadvantages in supporting the proposed amendment. The advantages of the proposed amendment is the continuity of knowledge within the Co-Lab Board.

5.3 Option 2 – Oppose the Proposed Amendment to the Co-Lab Constitution

- 5.4 The disadvantage of not supporting the proposed amendment is that the current Independent Chair must stand down at the end of his current term (30 June 2025) and will not be re-available for appointment.

6. Considerations

6.1 RISK

- 6.2 There is no risk to Council in supporting the proposal.

6.3 CONSISTENCY WITH EXISTING PLANS AND POLICIES

6.4 Amendment of the Co-Lab Constitution as proposed will further support the intent to ensure continuity of knowledge within the Board.

6.5 The proposed amendment is not inconsistent with any of Council's plans and policies.

6.6 SIGNIFICANCE AND COMMUNITY VIEWS

6.7 The proposed amendment is considered minor in nature and is not significant in accordance with Council's Significance and Engagement Policy.

<h2>7. Recommendation</h2>

7.1 It is recommended that Council approve the proposed amendment to the Co-Lab Constitution.

<h2>8. Attachments/Separate Enclosures</h2>
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Attachments:

- 1 Letter from Co-Lab Chief Executive, Kelvin French dated 17 April 2025 (Doc 835523)
- 2 CoLab Constitution – February 2025

17 April 2025

To: Co-Lab Shareholding Council Chief Executives
Via email

Dear Sir/Madam

Approval to change Co-Lab's Constitution

I am writing in relation to a proposed change to Co-Lab's constitution and ask that you obtain your council's approval of the change.

From correspondence with Gavin Ion last year, you will be aware that Peter Stubb's term as Chair of Co-Lab is due to end on 30 June 2025. Currently, the company's constitution precludes the ability for Peter to be reappointed for a further term (the maximum tenure is stated as two consecutive terms of three years).

I understand that you collectively agree that Peter should stay on as Board Chair for a further term. While the appointment of the Board Chair is made by unanimous resolution of the Council Representative Directors, they obviously can't act contrary to the company's constitution.

We are therefore seeking the following change to the company constitution highlighted below".

"... 13.6 Tenure of office

- 13.6.1: Other than as set out under 13.6.2, all Board terms are three years. Any Board member may be reappointed. ~~for a further term but can serve only a maximum of six years consecutively.~~
- 13.6.2: To ensure continuity of knowledge, Board terms will initially be staggered such that:
 - a. on 30 June 2020, two of those persons appointed under 13.1 b. – f. shall resign (to occur in alphabetical order with reference to surname); and
 - b. on 30 June 2021, a further two of those persons appointed under 13.1 b. – f. (not being those who resigned on 30 June 2020) shall resign (to occur in alphabetical order with reference to surname); and
 - c. on 30 June 2022, the person appointed under 13.1 a. and the remaining person appointed under 13.1 b. – f., who has not previously resigned under a. or b. of this clause, shall resign.

- 13.6.3: Notwithstanding anything else in this clause, each director of the company can only hold office until:
- a. Removal: removal in accordance with the constitution; or
 - b. Vacation of office: vacation of office pursuant to section 157 of the Act; or
 - c. Insolvency: an arrangement or composition with creditors made by him or her; or
 - d. Absence from meetings: vacation of office resulting ipso facto from being absent without permission of the board from 3 consecutive meetings of the board; or
 - e. Resignation: written notice of resignation to the address for service of the company....”

It would be helpful to have the necessary approvals in place by 31 May.

I look forward to hearing from you in due course. Of course, don't hesitate to reach out if you have any questions.

Yours faithfully

A handwritten signature in black ink, appearing to be 'KF', with a long horizontal flourish extending to the right.

Kelvin French
Chief Executive

**CONSTITUTION OF WAIKATO LOCAL AUTHORITY SHARED SERVICES
LIMITED
(T/a Co-Lab)**

February 2025

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CONSTITUTION OF WAIKATO LOCAL AUTHORITY SHARED SERVICES LIMITED (T/a Co-Lab)

1 Interpretation

1.1 Definitions

In this Constitution, unless the context otherwise requires:

“Act” means the Companies Act 1993;

“Authority” means a local authority as provided for in the Local Government Act 2002;

“Company” means Waikato Local Authority Shared Services Limited (trading as Co-Lab);

“Constitution” means this constitution as altered from time to time;

1.2 Construction

In this Constitution, unless the context otherwise requires:

- a. The headings appear as a matter of convenience and shall not affect the construction of this Constitution
- b. In the absence of an express indication to the contrary, references to sections, clauses, schedules and paragraphs are to sections, clauses, schedules and paragraphs of this Constitution
- c. A reference to any statute, statutory regulations or other statutory instrument includes the statute, statutory regulations or statutory instrument as from time to time amended or re-enacted or substituted
- d. The singular includes the plural and vice versa and one gender includes the other gender
- e. The words “written” and “writing” include facsimile communications and any other means of communication resulting in permanent visible reproduction
- f. Words or expressions defined in the Act have the same meaning in this Constitution.

2 Constitution and the Companies Act

The Company, the Board, each Director and each Shareholder have the rights, powers, duties and obligations set out in the Act except to the extent they are negated or modified by this Constitution.

3 Capacity of company

3.1 Capacity

Subject to the Act and any other enactment and the general law the company shall have the capacity both within and outside New Zealand to carry on or undertake the following businesses or activities, to do the following acts and enter into the following transactions and no others:

- a. To provide shared information collection, processing, administration, management and associated services to local authorities.

- b. To provide such services to other parties where the board is satisfied that the provision of such services benefits the ability of the company to enhance the efficiency and effectiveness of provision of those services by or on behalf of local authorities.
- c. Generally to do all acts, matters and things that the board considers necessary or conducive to further the undertaking of the transactions envisaged by paragraphs a. and b.
- d. The Company has no power to carry on any other business or activity

3.2 Rights, powers and privileges

For the purposes of Clause 2 above and subject to the Act and any other enactment and the general law the company shall have full rights, powers and privileges.

4 Change of name of Company

An application to change the name of the company may be made by a director of the company only if the application has been approved by an ordinary resolution of the shareholders.

5 Shares

5.1 Shareholders' rights and powers

No person apart from a shareholder shall be an entitled person in relation to the company.

5.2 Powers of shareholders

Except as required by the Act all powers reserved to shareholders may be exercised by an ordinary resolution.

5.3 Initial Shares

The company is to issue at registration the following classes of shares:

- a. 13 Ordinary Shares for a consideration of \$1,000 per share with the rights conferred on shareholders by the Act to the following Authorities:

Authority	Number of Shares
Waikato Regional Council	1
Franklin District Council	1
Hamilton City Council	1
Hauraki District Council	1
Matamata Piako District Council	1
Otorohanga District Council	1
Rotorua District Council	1

Authority	Number of Shares
South Waikato District Council	1
Taupo District Council	1
Thames Coromandel District Council	1
Waikato District Council	1
Waipa District Council	1
Waitomo District Council	1

- b. Service Shares with the general rights set out in 5.4 below, and in the numbers, value and special rights for each Class of Service Shares as set out in Schedule 1.

5.4 General Rights of Service Shares

The rights conferred by section 36(1) of the Act on holders of shares in the company are altered as set out below:

- a. Each Class of Service Shares entitle the holders to participate in certain services to be provided by the company
- b. No Class of Service Shares shall have any right to share in the distribution of the surplus assets of the company except to the extent provided for in Schedule 1 or in accordance with the terms of issue of those shares pursuant to Clause 6.
- c. Except as provided in section 117 of the Act and Clause 6.1 below no Class of Service Shares shall have any voting rights.

6 Issuing of further shares

6.1 Issuing of shares

The board may only issue further ordinary shares in the company if the issue has been approved by a special resolution of the ordinary shareholders.

The board may only issue other classes of shares in the company

- a. if the issue has been approved by a special resolution of the ordinary shareholders, and
- b. if the further shares are an issue of an existing Class of Service Shares, and the issue has been approved by a special resolution of the existing Class of Service Shareholders.

The provisions of this clause apply whether or not the shares to be issued rank in priority to, equally with, or after existing shares of that class.

6.2 Pre-emptive rights on issue of shares

The pre-emptive rights on the issue of shares contained in section 45 of the Act are hereby negated. Subject to the provisions of Clause 6.1, the board is expressly permitted to issue further shares at any time ranking as to voting or distribution rights or both equally with, or in priority to, shares already issued by the company.

6.3 Redeemable Shares

Where the issue has been approved by a special resolution of the shareholders (and, where necessary, that special resolution is deemed to change this constitution) the board may issue shares which are redeemable:

- a. at the option of the company; or
- b. at the option of the holder of the share; or
- c. at a specified date;

for a consideration that is:

- a. specified; or
- b. to be calculated by reference to a formula; or
- c. required to be fixed by a suitably qualified person who is not associated with or interested in the company.

7 Calls on Shares

7.1 Board may make calls

The board may from time to time make such calls as it thinks fit upon the shareholders in respect of any moneys unpaid on their shares and not by the conditions of issue thereof made payable at a fixed time or times, and each shareholder shall, subject to receiving at least 10 working days' written notice specifying the time or times and place of payment, pay to the company at the time or times and place so specified the amount called. A call may be revoked or postponed as the board may determine.

7.2 Timing of calls

A call may be made payable at such times and in such amount as the board may decide.

7.3 Liability of joint holders

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

7.4 Interest

If a sum called in respect of a share is not paid before or on the time appointed for payment thereof, the shareholder from which the sum is due shall pay interest on that sum from the time appointed for payment thereof to the time of actual payment at such rate not exceeding ten percent (10%) per annum as the board may determine, but the board shall be at liberty to waive payment of that interest wholly or in part.

7.5 Instalments

Any sum which by the terms of issue of a share becomes payable on issue or at any fixed time shall for all purposes be deemed to be a call duly made and payable at the time at which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions hereof relating to payment of interest and expenses, forfeiture or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.

7.6 Differentiation as to amounts

The board may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

7.7 Notice of default

If any shareholder liable therefor fails to pay any call or any instalment thereof at the time appointed for payment thereof, the board may at any time thereafter serve notice on such shareholder requiring payment of the moneys unpaid together with any interest which may have accrued.

7.8 Final payment date

The notice shall name a further day (not earlier than the expiry of 10 working days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment on or before the time appointed the shares in respect of which the money was owing will be liable to be forfeited.

7.9 Forfeiture

If the requirements of any such notice are not complied with, any share in respect of which the notice has been given may be forfeited at any time before the required payment has been made by a resolution of the board to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share and not actually paid before the forfeiture.

7.10 Cancellation of forfeited shares

A forfeited share shall be acquired by the company and immediately cancelled in accordance with section 58 of the Act.

7.11 Cessation of shareholding

A shareholder whose share has been forfeited shall cease to be a shareholder in respect of the forfeited share, but shall, nevertheless, remain liable to pay to the company all money which, at the time of forfeiture, was payable by such authority to the company in respect of the share, but that liability shall cease if and when the company receives payment in full of all such money in respect of the share.

7.12 Evidence of forfeiture

A statutory declaration in writing declaring that the declarant is a director of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against anyone claiming to be entitled to the share.

8 TRANSFER OF SHARES

8.1 Freedom to transfer is qualified

Every change in the ownership of shares in the company shall be subject to the following limitations and restrictions:

- a. No share shall be sold or transferred by any shareholder that is an Authority unless and until the rights of pre-emption hereinafter conferred have been exhausted
- b. No share shall be sold or transferred by any shareholder that is not an Authority unless the Board has approved the party that is to be the holder of the share.

8.2 Pre-emptive provisions applying to Authority Shareholders

- a. Transfer notice and fair price

Every Authority shareholder wanting to sell or transfer any share or shares shall give notice in writing to the board of the desire to sell or transfer such share or shares. If such notice includes several shares it shall not operate as if it were a separate notice in respect of each such share, and the proposing transferor shall be under no obligation to sell or transfer only some of the shares specified in such notice. Such notice shall be irrevocable and shall be deemed to appoint the board the proposing transferor's agent to sell such shares in one or more lots to any Authority shareholder or shareholders of the company holding that class of shares at a price to be agreed upon between the party giving such notice and the board or, failing agreement between them within 20 working days of the board receiving such notice, at a fair price to be determined on the application of either party by a person to be nominated by the chairperson for the time being of the Waikato Bay of Plenty District Law Society. Such person, when nominated, and in certifying the sum which in that person's opinion is the fair price for the share, shall be considered to be acting as an expert and not as an arbitrator and accordingly the Arbitration Act 1996 and any subsequent modifications or re-enactment thereof shall not apply.

- b. Offer to shareholders and consequent sale

Upon the price for such shares being agreed on or determined as aforesaid (as the case may be), the board shall forthwith give notice to each of the Authority shareholders holding that class of shares (other than the Authority wanting to sell or transfer such shares) stating the number and price of such shares and inviting each of the Authority shareholders to whom the notice is given to state in writing within two months from the date of the notice whether such shareholder is willing to purchase any and, if so, what maximum number of such shares. At the expiry of two months from the date of the notice the board shall apportion such shares among the Authority shareholders (if more than one) who have expressed a desire to purchase the same and as far as may be possible pro rata according to the number of shares already held by them respectively, or if there be only one such shareholder, the whole of such shares shall be sold to that Authority shareholder, provided, however, that no shareholder shall be obliged to take more than the maximum number of shares stated in that shareholder's response to such notice. Upon such apportionment being made or such one shareholder notifying such shareholder's willingness to purchase, as the case may be, the party wanting to sell or transfer such share or shares shall be bound, upon payment of the said price, to transfer such share or shares to the respective shareholders or shareholder who have or has agreed to purchase the same and, in default thereof, the board may receive and give a good discharge for the purchase money on behalf of the party wanting to sell and enter the name of the purchasers or purchaser in the share register as holder of such share or shares so purchased.

- c. No Sale of shares not taken by shareholders

In the event of all of such shares not being sold under the preceding subclause the party wanting to sell or transfer shall have no other rights to sell the shares not so

sold and shall continue to hold them. Such provision shall not prohibit the company acquiring those shares in accordance of Clause 10.

8.3 Reconstruction transactions

Any share may be transferred by an Authority shareholder to any Authority which is to substantially undertake the activities of the shareholder, and the restrictions contained in the preceding clauses hereof shall not apply to any transfer authorised by this subclause but every such transfer shall nevertheless be subject to the provisions of clause 8.4 hereof.

Any share may be transferred by a shareholder to a company which is in relation to such shareholder a holding company or a subsidiary company as defined in section 5 of the Act, and the restrictions contained in clause 8.1 hereof shall not apply to any transfer authorised by this subclause but every such transfer shall nevertheless be subject to the provisions of clause 8.4 hereof.

8.4 Board's right to refuse registration

Subject to compliance with the provisions of section 84 of the Act, the board may refuse or delay the registration of any transfer of any share to any Authority whether an existing shareholder or not:

- a. Required by law: if so required by law;
- b. Imposition of liability: if registration would impose on the transferee a liability to the company and the transferee has not signed the transfer;
- c. Failure to pay: if a holder of any such share has failed to pay on due date any amount payable thereon either in terms of the issue thereof or in accordance with the constitution (including any call made thereon);
- d. More than one class: if the transfer is in respect of more than one class of shares;
- e. Proof of ownership: if the transfer is not accompanied by such proof, as the board reasonably requires, of the right of the transferor to make the transfer;
- f. Pre-emptive rights: if the pre-emptive provisions contained in clause 8 hereof have not been complied with;
- g. Contrary to interests of company: if the board acting in good faith decides in its sole discretion that registration of the transfer would not be in the best interests of the company and/or any of its shareholders.

9 Distributions

9.1 Authorising of distributions

Subject to the requirements of the Act the board may authorise a distribution by the company only where that distribution has been approved by an ordinary resolution of the shareholders.

9.2 Shares in lieu of dividends

Subject to the requirements of the Act the board may issue shares wholly or partly in lieu of a proposed dividend or proposed future dividends upon terms that have been previously approved by a special resolution of the shareholders.

9.3 Deduction of unpaid calls

The board may deduct from any dividend payable to any shareholder any sums of money, if any, presently payable by such shareholder to the company on account of calls or otherwise in relation to the shares on which such dividends are payable.

9.4 Payments by electronic funds transfer

Any dividend, interest or other money payable in respect of shares shall be paid by electronic funds transfer to the registered account of the holder.

9.5 No interest

No dividend shall bear interest against the company.

9.6 Unclaimed dividends

All dividends unclaimed for one year after having been authorised may be invested or otherwise made use of by the board for the benefit of the company until claimed, and all dividends unclaimed for five years after having been declared may be forfeited by the board for the benefit of the company. The board may, however, annul any such forfeiture and agree to pay a claimant who produces evidence of entitlement to the board's satisfaction of the amount due to such claimant unless in the opinion of the board such payment would embarrass the company.

9.7 Dividends on shares not fully paid up

Subject to the rights of shareholders, if any, entitled to shares with special rights as to dividends, the board in authorising a distribution will determine the basis on which dividends will be paid on shares not fully paid up and may

- a. Either pay the dividend in full, or
- b. Pay the dividend in proportion to the amount paid to the company in satisfaction of the liability of the shareholder to the company in respect of the shares either under the constitution of the company or pursuant to the terms of issue of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for these purposes as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.

10 Acquisition of company's own shares

For the purposes of sections 59 and 60(1)(b)(ii) of the Act, the company is hereby expressly authorised to purchase or otherwise acquire shares issued by it and, for the purpose of section 67A of the Act, the company is permitted to hold its own shares.

11 Management of company

11.1 Management

The business and affairs of the company must be managed by, or under the direction or supervision of, the board.

11.2 Powers

The board has all the powers necessary for managing, and for directing and supervising the management of the business and affairs of the company.

11.3 Resolutions not binding

Resolutions of shareholders under section 109 of the Act relating to the management of the company are not binding on the board.

12 Proceedings at meetings of shareholders

12.1 First Schedule modified

The First Schedule to the Act is modified as hereinafter provided.

12.2 Chairperson

Subclause 1(2) of the First Schedule to the Act is deleted and replaced with the following:

“1(2) If no chairperson of the board has been elected, or if at any meeting of shareholders the chairperson of the board is not present within 15 minutes of the time appointed for the commencement of the meeting, the directors present shall elect one of their number to be chairperson of the meeting. If at any meeting no director is willing to act as chairperson, or if no director is present within 15 minutes of the time appointed for holding the meeting, the shareholders present shall choose one of their number to be chairperson of the meeting.”

12.3 Notice of meetings

Clause 2 of the First Schedule to the Act is amended by deleting subclause (4) and replacing it with the following:

“(4) The chairperson may, and if so directed by the meeting shall, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.”

12.4 Voting

Clause 5 of the First Schedule to the Act is amended as follows by deleting subclause (7) and replacing it with the following:

“(7) In the case of an equality of votes, whether voting is by voice or show of hands or poll, the chairperson of the meeting shall be entitled to a second or casting vote.”

12.5 Proxies

Clause 6 of the First Schedule to the Act is amended by deleting subclause (5) and replacing it with the following:

“(10) The instrument appointing a proxy and a power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company or at such other place within New Zealand as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall be treated as invalid.”

12.6 Postal votes

Clause 7 of the First Schedule to the Act providing for postal votes is deleted.

12.7 Resolutions in lieu of meeting

A shareholders' resolution in lieu of meeting authorised by section 122 of the Act may consist of several documents in like form, each signed by one or more shareholders. A facsimile of any such signed resolution shall be as valid and effectual as the original signed document with effect from completion of its transmission.

13 Appointment and removal of directors

13.1 Number of directors

The board shall consist of not less than three (3) and not more than eight (8) directors, of whom:

- a. one shall be appointed by unanimous resolution of the Council Representative Directors, and must be Independent;
- b. one may be appointed by Waikato Regional Council;
- c. one may be appointed by Hamilton City Council;
- d. one may be appointed by the Waikato and Waipa District Councils;
- e. one may be appointed by the Thames-Coromandel, Hauraki, Western Bay of Plenty and Matamata-Piako District Councils;
- f. one may be appointed by the Ōtorohanga, Waitomo, South Waikato, and Rotorua District Councils; and
- g. [the appointments under 13.1 b. – f. above, collectively being referred to as the Council Representative Directors]
- h. any other appointments shall be by special resolution of the shareholders.

13.2 Extended definition

For the purposes of rule 13.1:

- a. a reference to a named Authority shall include any person or body for the time being entitled to and holding the shares of that Authority in accordance with this Constitution.
- b. a director is Independent if that person is not an executive or an elected member of a shareholder and does not have any direct or indirect relationship that could reasonably materially influence that person's decisions in relation to the Company; and

- c. a Council Representative Director cannot be an elected member of a shareholder.

13.3 Appointment and removal

A body or persons that is or are entitled to appoint a director pursuant to clause 13.1 may remove any director so appointed and appoint a replacement director.

13.4 Manner of appointment and removal

Any such appointment or removal shall be in writing and served on the company and signed by the body or persons entitled to make the appointment or removal.

13.5 Default appointment

Where any vacancy on the board has the effect of reducing the number of directors below 3, and if any body or persons entitled to appoint a replacement director fails to do so within two (2) months of the date on which the number of directors fell below 3, the board may appoint a replacement director or directors to bring the number of directors to 3. Any such appointment shall only be made at a board meeting of which 14 days' notice in writing has been given to each director and the body or person concerned, and approved by a majority of the directors present at the meeting. A director appointed under this clause will be removed upon a person next exercising their right of appointment under clause 13.1. If there is more than one director appointed under this clause on the board at any time, but less than that number are being appointed under clause 13.1, each director appointed under this clause will be replaced pursuant to the preceding sentence alphabetically.

13.6 Tenure of office

- 13.6.1: Other than as set out under 13.6.2, all Board terms are three years. Any Board member may be reappointed ~~for a further term but can serve only a maximum of six years consecutively.~~
- 13.6.2: To ensure continuity of knowledge, Board terms will initially be staggered such that:
- a. on 30 June 2020, two of those persons appointed under 13.1 b. – f. shall resign (to occur in alphabetical order with reference to surname); and
 - b. on 30 June 2021, a further two of those persons appointed under 13.1 b. – f. (not being those who resigned on 30 June 2020) shall resign (to occur in alphabetical order with reference to surname); and
 - c. on 30 June 2022, the person appointed under 13.1 a. and the remaining person appointed under 13.1 b. – f., who has not previously resigned under a. or b. of this clause, shall resign.
- 13.6.3: Notwithstanding anything else in this clause, each director of the company can only hold office until:
- a. Removal: removal in accordance with the constitution; or
 - b. Vacation of office: vacation of office pursuant to section 157 of the Act; or
 - c. Insolvency: an arrangement or composition with creditors made by him or her; or
 - d. Absence from meetings: vacation of office resulting ipso facto from being absent without permission of the board from 3 consecutive meetings of the board; or
 - e. Resignation: written notice of resignation to the address for service of the company.

14 Special provisions relating to directors

14.1 Delegation

Subject to section 130(1) of the Act, there are no restrictions on the ability of the board to delegate its powers other than the powers set out in the Second Schedule to the Act.

14.2 Professional directors

Any director may act by himself or herself or his or her firm in a professional capacity for the company, and a director or firm shall be entitled to remuneration for professional services as if he or she were not a director provided that nothing herein contained shall authorise a director or his or her firm to act as auditor to the company.

14.3 Interests of joint venture company

For the purposes of section 131(4) of the Act each director of the company is, when exercising powers or performing duties as director in connection with the carrying out of the joint venture, hereby expressly permitted to act in a manner which he or she believes is in the best interests of the shareholder or shareholders which appointed the director, even though it may not be in the best interests of the company.

14.4 Interested directors

Subject to complying with section 140 of the Act and as provided in section 144 of the Act there are no restrictions on a director of the company who is interested in a transaction entered into or to be entered into by the company voting on a matter relating to the transaction, attending a meeting of directors at which a matter relating to the transaction arises and being included among the directors present at the meeting for the purpose of a quorum, signing a document relating to the transaction on behalf of the company and doing any other thing in his or her capacity as a director in relation to the transaction as if the director were not interested in the transaction.

15 Proceedings of directors

15.1 Proceedings of the board

The provisions of the Third Schedule to the Act are deleted and replaced as hereinafter provided.

15.2 Regulation of meetings, quorum and convening

The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business by the board may be fixed by the board and, unless so fixed, shall be the majority of the board. A director may, and an employee at the request of a director shall, at any time, by any means of communication, summon a meeting of the board. It shall not be necessary to give notice of a meeting of the board to any director for the time being absent from New Zealand.

15.3 Voting

Questions arising at any meeting of the board shall be decided by a majority of votes. In case of an equality of votes the chairperson shall have a second or casting vote, provided that, where two directors form a quorum and only two directors entitled to vote are present at a meeting, the chairperson of such meeting shall not have a second or casting vote. No business shall be transacted when a quorum is not present.

15.4 Vacancies

The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number necessary for a quorum, the continuing directors or director may act only for the purpose of increasing the number of directors to the number necessary for a quorum or for the purpose of summoning a special meeting of the company.

15.5 Chairperson

The chairperson of the board is the person appointed pursuant to clause 13.1(a). However, if no person is appointed under that clause or if at any meeting the chairperson is not present within five minutes after the time appointed for the meeting, the directors present may choose one of their number to be chairperson of the meeting.

15.6 Resolution in writing

A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the board, shall be as valid and effectual as if it had been passed at a meeting of the board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more directors. A facsimile of any such signed resolution shall be as valid and effectual as the original signed document with effect from completion of its transmission.

15.7 Method of meeting

A meeting of the board may be held either-

- a. by a number of the directors who constitute a quorum being assembled together at the place, date and time appointed for the meeting; or
- b. by means of audio, or audio and visual, communication by which all directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.

15.8 Minutes

The board shall ensure that minutes are kept of all proceedings at meetings of the directors.

16 Directors' indemnity and remuneration

16.1 Indemnity authorised

The company is hereby expressly authorised to indemnify and/or insure any director or employee against liability for acts or omissions and/or costs incurred in connection with claims relating thereto of the type specifically contemplated by subsections (3), (4) and (5) of section 162 of the Act to the maximum extent permitted by those subsections.

16.2 Directors' remuneration

The payment of remuneration or the provision of other benefits by the company to a director for services as a director or in any other capacity may only be authorised in accordance with section 161 of the Act.

17 Notices

17.1 Service

A notice may be served by the company upon any director or shareholder either personally or by posting it by fast post in a prepaid envelope or package addressed to such director or shareholder at such person's last known address or by delivery to a document exchange or by facsimile to the facsimile telephone number of such director or shareholder.

17.2 Time of service by facsimile

A notice served by facsimile shall be deemed to have been served on the day following completion of transmission thereof.

17.3 Time of service by post

A notice sent by post or delivered to a document exchange shall be deemed to have been served:

(a) In New Zealand

in the case of a last known address in New Zealand, at the expiration of 48 hours after the envelope or package containing the same was duly posted or delivered in New Zealand; and

(b) Outside New Zealand

in the case of a last known address outside New Zealand, at the expiration of 7 days after the envelope or wrapper containing the same was duly posted by fast post in New Zealand.

17.4 Proof of service

In proving service by post or delivery to a document exchange it shall be sufficient to prove that the envelope or package containing the notice was properly addressed and posted or delivered with all attached postal or delivery charges paid. In proving service by facsimile, it shall be sufficient to prove that the document was properly addressed and sent by facsimile.

17.5 Service on joint holders

A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder first named in the share register in respect of the share.

18 Liquidation

18.1 Distribution of surplus assets

Subject to the terms of issue of any shares in the company and to clause 18.2, upon the liquidation of the company the assets, if any, remaining after payment of the debts and liabilities of the company and the costs of winding-up ("the surplus assets") shall be distributed among the shareholders in proportion to their shareholding provided however that the holders of shares not fully paid up shall only receive a proportionate share of their entitlement being an amount which is in proportion to the amount paid to the company in satisfaction of the liability of the shareholder to the company in respect of the shares either under the constitution of the company or pursuant to the terms of issue of the shares.

18.2 Distribution in specie

Upon a liquidation of the company, the liquidator, with the sanction of an ordinary resolution of shareholders and any other sanction required by law, may divide amongst the shareholders in kind the whole or any part of the assets of the company (whether they consist of property of the same kind or not) and may for that purpose set such value as the liquidator deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the shareholders or different classes of shareholder. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the shareholders as the liquidator thinks fit, but so that no shareholder shall be compelled to accept any shares or other securities whereon there is any liability.

19 Removal from the New Zealand Register

In the event that:

(a) Cessation of business

the company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with its constitution and the Act; or

(b) No surplus assets

the company has no surplus assets after paying its debts in full or in part, and no creditor has applied to the Court under section 241 of the Act for an order putting the company into liquidation;

the board may in the prescribed form request the Registrar to remove the company from the New Zealand Register.

Schedule 1: Initial Classes of Service Shares

1 Shared Valuation Data Service (SVDS) Shares

1.1 Purpose

The initial shareholders have agreed to share the costs of development and ongoing maintenance of a shared valuation data service (SVDS) and have previously advanced monies to the SVDS business unit within Waikato Regional Council to enable that. On issue of these shares the board will apply the proceeds to purchase of the Service from Waikato Regional Council enabling repayment of those advances.

1.2 Number of Shares to be Issued

1,607,001 shares for a consideration of \$1 per share are to be issued to the following parties:

Authority	Number of Shares
Waikato Regional Council	803,500
Franklin District Council	106,674
Hamilton City Council	220,514
Hauraki District Council	40,215
Matamata Piako District Council	56,380
Rotorua District Council	126,703
South Waikato District Council	42,571
Thames Coromandel District Council	108,015
Waipa District Council	78,748
Waitomo District Council	23,681

1.3 Rights and Obligations

The following rights and obligations are hereby conferred on each shared valuation database service shareholder

- a. They shall be entitled to services provided by the SVDS on terms that reflect their investment in development of the SVDS in accordance with an agreement for services to be executed between the SVDS shareholders and the company, which shall also contain limitations on SVDS shareholders' ability to sell valuation data in competition with the company.
- b. The SVDS service shares shall have no right to any share in the distribution of the surplus assets of the company.
- c. Except as provided in Clause 6.1 and section 117 of the Act the SVDS service shares shall have no voting rights.

2 Valuation Data Hosting Service (VDHS) Shares

2.1 Purpose

The initial shareholders have agreed to participate in specification of the requirements of the SVDS but have elected not to become initial SVDS Shareholders but have agreed to make available their valuation data to the SVDS. In consideration of that the VDHS will be provided at no cost to them and options are hereby granted in respect of future conversion of VDHS shares to SVDS shares.

2.2 Number of Shares and Options to be Issued

3 shares for a consideration of \$0.10 each are to be issued to the following parties, with the following attached options to apply for SVDS shares:

Authority	Number of Shares	Number of SVDS Options
Otorohanga District Council	1	16,325
Taupo District Council	1	71,705
Waikato District Council	1	65,776

2.3 Rights

The following rights are hereby conferred on each VDHS shareholder:

- a. They shall be entitled to hosting of their valuation data by the SVDS at no cost and to a share of net income derived by the Company from sale of that data in accordance with an agreement for services to be executed between the VDHS shareholders and the company.
- b. At any time up to 30 November 2005, any VDHS shareholder may elect to apply for conversion of their SVDS Options into SVDS shares for a consideration of \$1.00 per SVDS share.
- c. At any time after 1 December 2005, any VDHS shareholder may elect to apply for conversion of their SVDS Options into SVDS shares for a consideration to be set by the Board but will not be less than \$1.25 per SVDS share, increasing by a further 10 per cent per annum cumulatively at 1 December each year.
- d. At the sole discretion of the Board, they may decline to accept conversion for up to 90 days if the Board considers such conversion may adversely affect any expectations of SVDS shareholders, but after that time must accept the request for conversion.
- e. The SVDS Options are not transferable.
- f. The VDHS service shares shall have no right to dividends or to any share in the distribution of the surplus assets of the company.
- g. Except as provided in section 117 of the Act the VDHS service shares shall have no voting rights.

3 Waikato Region Aerial Photography Service (WRAPS) Shares

3.1 Purpose

The initial shareholders have agreed to share the costs and returns from the procurement and sale of aerial photography taken over the Waikato.

3.2 Number of Shares to be Issued

447,852 shares for a consideration of \$1 per share are to be issued to the following parties:

Authority	Number of Shares
Waikato Regional Council (incl. DOC & Waikato Uni.)	287,872
Franklin District Council	3,284
Thames Coromandel District Council	6,476
Waikato District Council	9,376
Hauraki District Council	2,864
Hamilton City Council	79,152
Matamata Piako District Council	4,708
South Waikato District Council	4,916
Waipā District Council	3,780
Ōtorohanga District Council	5,716
Rotorua District Council	7,516
Waitomo District Council	10,540
Taupo District Council	21,652

3.3 Rights and Obligations

The following rights and obligations are hereby conferred on each WRAPS service shareholder

- a. They shall be entitled to services provided by the WRAPS service on terms that reflect their investment in development of WRAPS in accordance with an agreement for services to be executed between the WRAPS shareholders and the company, which shall also contain limitations on WRAPS shareholders' ability to sell aerial photography data in competition with the company.
- b. The WRAPS service shares shall have no right to any share in the distribution of the surplus assets of the company.
- c. Except as provided in Clause 6.1 and section 117 of the Act the WRAPS service shares shall have no voting rights.

Document No: 845793

Report To: Council



Meeting Date: 27 May 2025

Subject: **Approval of Schedule 3-10 of the Te Nehenehenui Joint Management Agreement**

Type: Decision Required

1. Purpose of Report

- 1.1 The purpose of this business paper is to present Schedules 3-10 of the Joint Management Agreement between Te Nehenehenui and the Otorohanga, Waikato, Waipa and Waitomo District Councils and the Waikato Regional Council for approval, and to delegate Mayor Robertson the authority to approve the Agreement on behalf of Waitomo District Council at the Co-governance forum.

2. Suggested Resolutions

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.
- 1 The business paper on approval of Schedule 3-10 of the Te Nehenehenui Joint Management Agreement be received.
 - 2 Council approve Schedules 3 – 10 to the Te Nehenehenui Joint Management Agreement.
 - 3 Mayor Robertson be delegated authority to approve Schedules 3 – 10 at the Te Nehenehenui Co-Governance Forum on 30 May 2025 on behalf of the Waitomo District Council.

3. Background

- 3.1 **NGA WAI O MANIAPOTO (WAIPA RIVER) ACT 2012**
- 3.2 The Nga Wai o Maniapoto (Waipa River) Act 2012 Act (Waipa River Act) came into force on 5 April 2012.
- 3.3 The overarching purpose of the Waipa River Act is to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.
- 3.4 The Waipa River Act provided that a Joint Management Agreement be developed between Council and the Maniapoto Māori Trust Board as part of the co-management arrangements.
- 3.5 In June 2012, Council resolved to enter into a new era of co-management for the Waipa River between Council and the Maniapoto Māori Trust Board.
- 3.6 To assist the JMA process a Nga Wai o Waipa Joint Committee was established involving all local authorities (whose boundaries fall within the legislated boundaries provided for in the Act) as a collective and the Maniapoto Māori Trust Board. The outcome being the development of one JMA being entered into by all of the Parties instead of individual JMAs.
- 3.7 That collective approach also satisfied Council's legislative obligation to form a joint committee and provided for a holistic and collaborative co-governance model for the JMA.

3.8 **MANIAPOTO CLAIMS SETTLEMENT ACT 2022**

3.9 The Maniapoto Claims Settlement Act 2022 (Settlement Act) came into force on 27 September 2022.

3.10 The purpose of the Settlement Act is -

- (a) to record the acknowledgements and apology given by the Crown to Maniapoto in the deed of settlement; and
- (b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Maniapoto.

3.11 Pursuant to section 135 of the Settlement Act, Waitomo District Council, Otorohanga District Council and the Waikato Regional Council are required to enter into a Joint Management Act (JMA) no later than 12 months after the commencement date of the Settlement Act.

3.12 The relevant provisions of the Settlement Act in relation to the JMA are set out in Sections 135-139. Section 136(2) sets out the scope of the JMA and Section 136(3) sets out responsibilities under the JMA with how the councils and the trustees are to work together to exercise powers, functions, duties, etc. under the Resource Management Act 1991 (RMA).

(2) *The Agreement must—*

- (a) *contain mechanisms and processes that recognise and reflect the mana of Maniapoto and the relationship of Maniapoto with Ngā Wai o Maniapoto; and*
- (b) *provide for the management of the following matters within area M:*
 - (i) *Ngā Wai o Maniapoto; and*
 - (ii) *activities within the catchments affecting Ngā Wai o Maniapoto; and*
 - (iii) *any other matters, as provided for in subsection (3), that the councils and the trustees may agree.*

(3) *The Agreement must provide for the councils and the trustees to work together to exercise or perform the following functions, powers, and duties under the Resource Management Act 1991:*

- (a) *monitoring and enforcement (see section 139); and*
- (b) *preparation, review, variation, or change of a planning document (see section 140); and*
- (c) *the functions, powers, and duties under Part 6 of the Resource Management Act 1991 in relation to resource consents (see section 141).*

3.13 **MANDATED ORGANISATION FOR MANIAPOTO**

3.14 Pursuant to Sections 206 and 210 of the Settlement Act, the Maniapoto Māori Trust Board was dissolved, and Te Nehenehenui (TNN) mandated as the organisation for Maniapoto in place of the Board.

3.15 **COUNCIL MEETING ON 26 SEPTEMBER 2023**

3.16 Council resolved on 26 September 2023 to approve the JMA and delegate authority to the Mayor to sign the JMA on behalf of Council. A copy of the Business Paper setting out the background to the JMA is enclosed as **Attachment 1**.

3.17 The JMA was signed by all parties on 3 December 2023. A copy of the signed JMA is enclosed as **Attachment 2**.

3.18 **DRAFTING OF SCHEDULES 3 – 10**

3.19 The Business Paper of 26 September 2023 noted that the JMA contains Schedules which were to be developed over the 12-month period after the JMA was signed. The Schedules would address matters such as an Engagement Strategy, Sites and Areas of Significance,

Transfer of powers, RMA planning processes, RMA monitoring and enforcement and RMA resource consent process. These were matters that the working group considered would take additional time and resources to develop and should not restrict the JMA from proceeding to meet the 27 September 2023 deadline.

- 3.20 Since the JMA was signed, a working group of Council officers from Waitomo, Otorohanga, Waipa and Waikato District Councils, Waikato Regional Council, TNN, and their legal counsel and advisors have developed the 8 Schedules to the JMA. Advice on progress and development of the Schedules has been provided at the Co-governance forum.
- 3.21 The Schedules have been completed and agreed by the working group and are enclosed as **Attachment 3**.

4. Commentary

- 4.1 A summary of each of the Schedules is set out below. Please note that Schedule 1 – Map of the Rohe was included with the JMA when it was approved, and Schedule 2 – Engagement Strategy will be developed as a separate project and will be provided to councils for review and comment before it is finalised.
- 4.2 **SCHEDULE THREE: SITES OF SIGNIFICANCE**
- 4.3 Each council must meet with TNN within six months of this schedule's commencement to agree to a process and timetable for:
 - 1 Identifying sites of significance on land within the council's boundary.
 - 2 Agree on an implementation plan and timetable for inclusion of identified sites of significance in the regional/district plan.
- 4.4 Councils will co-develop protection measures with TNN, a communications strategy for landowners, and capacity-building initiatives around site history and care.
- 4.5 Each party will bear its own costs in relation to work completed under this Schedule.
- 4.6 It should be noted that WDC has undertaken an extensive review in consultation with TNN to identifying and protecting sites and areas of significance to Māori through the development of the Proposed Waitomo District Plan.
- 4.7 **SCHEDULE FOUR: TRANSFER OF POWERS**
- 4.8 Councils agree to engage with TNN on potential transfer of powers under section 33 of the Resource Management Act 1991 (RMA). Under section 33 of the RMA, Council is able to transfer certain functions, powers and duties – these generally relate to matters such as enforcement and monitoring, whereby it is more efficient and in the community's interest for authorities such as iwi authorities to undertake them (i.e. cultural monitoring). However, a local authority must not transfer any of its functions, powers, or duties under this section unless:
 - (a) *It has used the special consultative procedure set out in section 83 of the Local Government Act 2002; and*
 - (b) *Before using that special consultative procedure, it serves notice on the Minister of its proposal to transfer the function, power, or duty; and*
 - (c) *Both authorities agree that the transfer is desirable on all of the following grounds:*
 - (i) *The authority to which the transfer is made represents the appropriate community of interest relating to the exercise or performance of the function, power, or duty.*
 - (ii) *Efficiency.*
 - (iii) *Technical or special capability or expertise.*
- 4.9 Either party can trigger discussions by notice; councils must negotiate in good faith.

- 4.10 The principles that the parties will apply to those discussions as to whether a transfer of powers may be appropriate include, councils consider compliance, relevant settlement legislation, Te Ture Whaimana, this JMA, technical capacity, costs/scale of work, and any jointly agreed principles.
- 4.11 Each party will bear its own costs in relation to work completed under this Schedule.
- 4.12 **SCHEDULE FIVE: RMA PLANNING PROCESS**
- 4.13 When a council contemplates preparing/reviewing/changing any RMA planning document, it must:
- Promptly contact TNN.
 - Convene a Joint Working Party (JWP) before substantive drafting to agree process, form/content of draft, composition of the JWP, terms of reference, dispute resolution and whether to include other parties.
- 4.14 Councils must reach joint decisions with TNN on:
- Whether to commence a plan review/change.
 - The content of any notified document.
 - TNN's participation in submissions/hearings under Schedule 1 of the RMA.
- 4.15 Councils must also:
- Notify TNN of any private plan-change requests.
 - Discuss involvement in freshwater planning (Part 4) and private plan changes (Part 2).
 - Engage on responses to national policy or law reform affecting Maniapoto interests where practicable, to discuss how those interests may be affected and whether there is an opportunity to make a co-ordinated response.
- 4.16 Each party will bear its own costs in relation to work completed under this Schedule.
- 4.17 **SCHEDULE SIX: RMA MONITORING AND ENFORCEMENT**
- 4.18 Councils meet at least twice per year with TNN to:
- Set monitoring priorities (section 35(2)(a)–(e) of the RMA).
 - Agree monitoring methods, TNN participation, and enforcement priorities.
 - Follow up on outcomes, discussing plan-review triggers and enforcement criteria (prosecutions, notices etc).
 - Agree on appropriate reporting back to TNN on enforcement actions.
- 4.19 Councils discuss TNN's role in five-year RMA's monitoring review as provided for in section 35(2A) of the RMA.
- 4.20 TNN and more than one council may agree to meet collectively to discuss the matters provided for in this Schedule.
- 4.21 Each party will bear its own costs in relation to work completed under this Schedule.
- 4.22 **SCHEDULE SEVEN: RESOURCE CONSENT PROCESS**
- 4.23 Councils must promptly provide TNN with the same summary of information that it would provide directly notified affected persons (section 95B of the RMA), as soon as applications are received and before notification decision is made pursuant to section 95A/95B of the RMA.
- 4.24 Councils and TNN are to collaborate on a process for pre-application engagement, determine when cultural impact assessments are needed, and apply enhanced criteria at key RMA stages (e.g., section 88 completeness checks, notification decisions, condition reviews), always considering settlement legislation and Te Ture Whaimana.

- 4.25 When a council itself applies for consent, it must engage with TNN early and allow for matters such as co-design where agreed, fund cultural assessments as needed, and separate its developer/applicant role from its regulatory functions.
- 4.26 The provisions of this schedule also apply to the designation process under the RMA, including where a council is lodging a notice of requirement or is acting in any other capacity in the designation process.
- 4.27 Each party will bear its own costs in relation to work completed under this Schedule.
- 4.28 **SCHEDULE EIGHT: LOCAL GOVERNMENT ACT PROCESSES**
- 4.29 For any Local Government Act 2002 (LGA) process (e.g., long-term plans, annual plans), councils will:
- Specifically consider TNN's settlement legislation, Te Ture Whaimana, the Maniapoto Environmental Management Plan, Engagement Strategy and other notified documents.
 - Engage as early as practicable—before drafting or decision-making—on matters TNN flags as of interest.
 - Agree clear processes and timeframes for further involvement.
- 4.30 Each party will bear its own costs in relation to work completed under this Schedule.
- 4.31 **SCHEDULE NINE: OTHER STATUTORY PROCESSES**
- 4.32 The starting point is that all council activities are potentially relevant to Maniapoto, but the parties acknowledge that TNN will not be able to engage in all of those processes.
- 4.33 Councils will apply the same “early, interest-driven” engagement approach to any other statutory processes (outside RMA/LGA) that TNN identifies an interest in. That engagement will begin early in the process, before any substantive drafting, design, or decision-making occurs.
- 4.34 This process is in addition to the annual work programme¹ provided for within clauses 37–40 of the JMA.
- 4.35 Each party will bear its own costs in relation to work completed under this Schedule.
- 4.36 **SCHEDULE TEN: RESOURCING AND CAPACITY BUILDING**
- 4.37 The purpose of this schedule is to enhance the ability of TNN to participate in council processes and decision-making and to collaborate with councils. The intention is to promote capacity building, information exchange, and informed decision-making to achieve better outcomes for Maniapoto and all communities.
- 4.38 Each council must include in its annual work programme provided for in clauses 37 to 40 of the JMA - each council will discuss with TNN the nature and scope of resourcing to be provided by that council. Those discussions will cover the potential for funding to be provided to TNN in the following areas:
- TNN capacity building.
 - Participation in council processes/projects.
 - Provision of services from TNN to the council.
- 4.39 Councils and TNN to explore:
- Direct funding.

¹ The annual work programme referred to relates to how the parties will work together and implement the JMA and associated schedules (i.e. how are these things being delivered each year).

- Internships, recruitment, professional development.
- Joint training, research, shared platforms, co-submissions.

4.40 The parties acknowledge the importance of councils fostering the capacity of TNN to participate in council decision-making processes as provided for in section 81(1)(b) of the LGA².

4.41 Each party will bear its own costs in relation to work completed under this Schedule.

5. Considerations

5.1 RISK

5.2 It is considered that there is minimal risk associated with approving the Schedules to the JMA, as the Schedules give effect to various provisions in the Settlement Act and provisions in the current JMA. Also, the majority of the Schedules are focused on building and fostering stronger relationships between Council and TNN.

5.3 CONSISTENCY WITH EXISTING PLANS AND POLICIES

5.4 A decision by Council to consider this matter is in accordance with Council's plans and policies.

5.5 SIGNIFICANCE AND COMMUNITY VIEWS

5.6 This decision is not a significant decision in terms of the Council's Significance and Engagement Policy.

6. Recommendation

6.1 It is recommended that Council approve Schedules 3 to 10 of the JMA and delegate Mayor Robertson the authority to approve Schedules 3 – 10 on behalf of Waitomo District Council at the upcoming Co-governance forum.

7. Attachments/Separate Enclosures

Attachments:

- 1 Council Business Paper – 26 September 2023 (#542258)
- 2 Maniapoto Joint Management Agreement (#766669)
- 3 Schedules 3 – 10 to the JMA (#840859)

² Contributions to decision-making processes by Māori

Document No: A687905

Report To: Council



Meeting Date: 26 September 2023

Subject: **Approval and Signing of Te Nehenehenui Joint Management Agreement**

Type: Decision Required

Purpose of Report

- 1.1 The purpose of this business paper is to present the final Joint Management Agreement between Te Nehenehenui and the Otorohanga, Waikato, Waipa and Waitomo District Councils and the Waikato Regional Council for approval, and to delegate Mayor Robertson the authority to sign the Agreement on behalf of Waitomo District Council.

Background

2.1 Nga Wai O Maniapoto (Waipa River) Act 2012

- 2.2 The Nga Wai o Maniapoto (Waipa River) Act 2012 Act (Waipa River Act) came into force on 5 April 2012.
- 2.3 The overarching purpose of the Waipa River Act is to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.
- 2.4 The Waipa River Act provided that a Joint Management Agreement be developed between Council and the Maniapoto Māori Trust Board as part of the co-management arrangements.
- 2.5 In June 2012, Council resolved to enter into a new era of co-management for the Waipa River between Council and the Maniapoto Māori Trust Board.
- 2.6 To assist the JMA process a Nga Wai o Waipa Joint Committee was established involving all local authorities (whose boundaries fall within the legislated boundaries provided for in the Act) as a collective and the Maniapoto Māori Trust Board. The outcome being the development of one JMA being entered into by all of the Parties instead of individual JMAs.
- 2.7 That collective approach also satisfied Council's legislative obligation to form a joint committee and provided for a holistic and collaborative co-governance model for the JMA.

2.8 Maniapoto Claims Settlement Act 2022

- 2.9 The Maniapoto Claims Settlement Act 2022 (Settlement Act) came into force on 27 September 2022.
- 2.10 The purpose of the Settlement Act is -
- (a) to record the acknowledgements and apology given by the Crown to Maniapoto in the deed of settlement; and
 - (b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Maniapoto.
- 2.11 Pursuant to section 135 of the Settlement Act, Waitomo District Council, Otorohanga District Council and the Waikato Regional Council are required to enter into a Joint Management Act (JMA) no later than 12 months after the commencement date of the Settlement Act.

- 2.12 The relevant provisions of the Settlement Act in relation to the JMA are set out in Sections 135-139. Section 136(2) sets out the scope of the JMA and Section 136(3) sets out responsibilities under the JMA with how the councils and the trustees are to work together to exercise powers, functions, duties, etc. under the Resource Management Act 1991 (RMA).

(2) *The Agreement must—*

- (a) *contain mechanisms and processes that recognise and reflect the mana of Maniapoto and the relationship of Maniapoto with Ngā Wai o Maniapoto; and*
- (b) *provide for the management of the following matters within area M:*
 - (i) *Ngā Wai o Maniapoto; and*
 - (ii) *activities within the catchments affecting Ngā Wai o Maniapoto; and*
 - (iii) *any other matters, as provided for in subsection (3), that the councils and the trustees may agree.*

(3) *The Agreement must provide for the councils and the trustees to work together to exercise or perform the following functions, powers, and duties under the Resource Management Act 1991:*

- (a) *monitoring and enforcement (see section 139); and*
- (b) *preparation, review, variation, or change of a planning document (see section 140); and*
- (c) *the functions, powers, and duties under Part 6 of the Resource Management Act 1991 in relation to resource consents (see section 141).*

2.13 **Mandated Organisation for Maniapoto**

- 2.14 Pursuant to Sections 206 and 210 of the Settlement Act, the Maniapoto Māori Trust Board was dissolved, and Te Nehenehenui (TNN) mandated as the organisation for Maniapoto in place of the Board.

Commentary

- 3.1 During the initial Settlement Act JMA Governance Meeting, it was discussed and agreed that the new Settlement JMA should be combined with the existing Waipa River JMA.
- 3.2 To assist with the JMA process, Council agreed to the establishment of a Technical Working Group involving staff from all the Councils, TNN staff and legal Counsel for TNN. This Work Group was established to draft the JMA with the intention of meeting the required 27 September 2023 deadline.
- 3.3 It was agreed by all parties that the collaborative approach would provide a number of efficiencies and provide a coordinated model for the management of natural and physical resources.
- 3.4 A draft JMA was developed by the Technical Working Group specifying how the parties will work together in carrying out the functions, duties and powers provided for in both the Settlement Act and the Waipa River Act.
- 3.5 The draft JMA also contains Schedules, which will be developed over the 12-month period after the JMA is approved. The Schedules address Maps, Engagement Strategy, Sites and Areas of Significance, Transfer or powers, RMA planning processes, RMA monitoring and enforcement and RMA resource consent process. These were matters that the working group considered would take additional time and resource to develop and should not restrict the JMA from proceeding to meet the 27 September 2023 deadline.
- 3.6 Council will be required to approve the Schedules once completed.
- 3.7 The initial draft JMA was circulated to the JMA Parties for feedback. Council considered that first draft JMA at its Workshop on 8 August 2023 and the provided relevant feedback.

- 3.8 A second draft JMA incorporating feedback received from the Parties was considered by Council at its meeting on 28 August 2023. At that meeting Council resolved as follows:

Resolution

- 1 *The business paper on the Joint Management Agreement – Te Nehenehenui be received.*
- 2 *A letter of comfort be sought from legal counsel that gives assurance to the parties:*
 - *That the proposed Joint Management Agreement meets the requirements of the Maniapoto Claims Settlement Act 2022.*
 - *That the proposed Joint Management Agreement carries through the intent and provisions of the Nga Wai o Maniapoto (Waipa River) Act 2012.*
 - *Highlighting any variances/inconsistencies between the proposed Joint Management Agreement and the provisions of the two Acts.*

Robertson/Goddard Carried

- 3.9 A final draft has now been provided to the Parties (copy attached) which highlights the further changes recommended and which are summarised as follows:

- Graphic on the front page
- Whakatauki added
- New clause 42 (to reflect the discussion in the Joint Committee)
- 'Definitions and interpretation' section deleted (as not in the existing JMA)
- Signature blocks included
- Map included

- 3.10 Paul Beverly of Buddle Findlay, the legal counsel for TNN, has also provided the requested letter of assurance as per Council's resolution of 28 August 2023 (copy attached).

- 3.11 Liaison is currently underway between the Parties to the JMA to arrange a Signing Ceremony for early October.

Recommendation

- 6.1 It is recommended that Council approve the JMA and delegate Mayor Robertson the authority to sign the finalised JMA on behalf of WDC.

Suggested Resolutions

- 1 The business paper on Approval and Signing of the Te Nehenehenui Joint Management Agreement be received.
- 2 Council approve the Te Nehenehenui Joint Management Agreement, including the changes highlighted in the version provided.
- 3 Mayor Robertson be delegated authority to sign the final Te Nehenehenui Joint Management Agreement on behalf of the Waitomo District Council.



MICHELLE HIGGIE

MANAGER – GOVERNANCE SUPPORT

Attachments:

- 1 Buddle Findlay – Letter of Assurance (A688004)
- 2 Final Draft Joint Management Agreement (A687910)



JOINT MANAGEMENT AGREEMENT



JOINT MANAGEMENT AGREEMENT

TE NEHENEHENUI

AND

ŌTOROHANGA DISTRICT COUNCIL

WAIKATO DISTRICT COUNCIL

WAIKATO REGIONAL COUNCIL

WAIPĀ DISTRICT COUNCIL

WAITOMO DISTRICT COUNCIL

Hanga paitia tatou kia piri ai ki te piringa pono...

Conduct us in a proper way, so that we may be bound together by a bond of faith...

- *Wahanui, 1883*

Deed of Settlement of Historical Claims, 11 Nov 2021, pg. 143

DATED: 4 December 2023

PARTIES

Te Nehenehenui

and

Ōtorohanga District Council

Waikato District Council

Waikato Regional Council

Waipā District Council

Waitomo District Council

(together, the **councils**)

(all together, the **parties**).

MANIAPOTO

Maniapoto have since time immemorial, maintained their mana whakahaere including exercising rights and responsibilities in relation to their rohe in accordance with their kawa and tikanga.

The Maniapoto rohe includes their whenua, maunga, awa, wai and other taonga (lands, mountains, rivers, waters, flora and fauna). These natural and traditional resources have their own mauri, which represents the spiritual and physical well-being of Maniapoto.

It is critical that Maniapoto are able to exercise their mana whakahaere within their rohe, particularly over the wai within their rohe, for the benefit of present and future generations.

NGĀ WAI O MANIAPOTO

In the Maniapoto Claims Settlement Act 2022, the Crown acknowledged the statement by Maniapoto of the significance of Ngā Wai o Maniapoto, including the following statement:

Ngā Wai o Maniapoto are awa tūpuna and living taonga to Ngāti Maniapoto. The relationship between Ngāti Maniapoto and Ngā Wai o Maniapoto is historic, cultural, physical, and spiritual. Generations of the tribe have long exercised their kaitiakitanga responsibilities and other tikanga in relation to the waterways and the associated beds, banks, fisheries, plants, taniwha, and mauri (life force) of Ngā Wai o Maniapoto; ...

PART A: OVERARCHING PROVISIONS

BACKGROUND

1. Te Nehenehenui is the post settlement governance entity established through the Maniapoto Treaty settlement process and the Maniapoto Claims Settlement Act 2022.
2. Ōtorohanga District Council is a local authority established under the Local Government Act 2002, with functions in the Ōtorohanga district.
3. Waikato District Council is a local authority established under the Local Government Act 2002, with functions in the Waikato district.
4. Waikato Regional Council is a local authority established under the Local Government Act 2002, with functions in the Waikato region.
5. Waipā District Council is a local authority established under the Local Government Act 2002, with functions in the Waipā district.
6. Waitomo District Council is a local authority established under the Local Government Act 2002, with functions in the Waitomo district.
7. The Ngā Wai o Maniapoto (Waipā River) Act 2012 provides for joint management agreements to be entered into between Maniapoto and the councils. A joint management agreement was entered into between those parties on 3 April 2013.
8. The Maniapoto Claims Settlement Act 2022 provides for joint management agreements to be entered into between Maniapoto and the councils identified in that Act.
9. The parties have agreed to enter into one combined joint management agreement to provide for the obligations under both the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 (**agreement**) over the area set out in Schedule One.
10. The parties commit to the implementation of this agreement in the spirit of respect, partnership and good faith.

PURPOSE OF AGREEMENT

11. The purpose of this agreement is to:
 - (a) implement in one document the joint management agreement provisions in the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022; and
 - (b) provide a constructive and effective basis for Te Nehenehenui and the councils to build partnerships and work together.

MANIAPOTO: VISION, PRINCIPLES AND ASPIRATIONS

12. The vision of Maniapoto as set out in the Maniapoto Claims Settlement Act 2022 is:¹

The vision of Maniapoto is for a constructive ongoing relationship between Maniapoto, the Crown, and local authorities in relation to Ngā Wai o Maniapoto in a way that:

- (a) respects Maniapoto tikanga; and*
- (b) supports the relationship of Maniapoto and their culture and traditions with their ancestral lands, waters, sites, wāhi tapu, and other taonga.*

Maniapoto seek to develop relationship agreements with the Crown to enhance the ora (well-being) of their people, including developing relationship agreements that will contribute to the social, economic, and cultural aspirations of the individuals, whānau, and hapū of Maniapoto, including their health, well-being, and success.

13. The Maniapoto vision as set out in the Maniapoto Claims Settlement Act 2022 is underpinned by the following principles:²

Te Mana o te Wai: *the quality and integrity of the waters sustaining the physical and spiritual well-being of Maniapoto, and the continuing health and well-being of current and future generations and all living things that depend on water are important to Maniapoto.*

Ngā Wai o Maniapoto: *the deeply felt obligation of Maniapoto to restore, maintain, and protect the waters within Ngā Wai Maniapoto. Maniapoto participation in decision-making arrangements will ensure that Ngā Wai o Maniapoto are enhanced and protected.*

Te mana tuku iho o Waiwaiā: *Waiwaiā is the spiritual kaitiaki of the Waipā and other rivers within the Maniapoto rohe. Maniapoto has a deeply felt obligation to care for and protect te mana tuku iho o Waiwaiā and to instil knowledge and understanding in Maniapoto and Ngā Wai o Maniapoto communities about the nature and history of Waiwaiā, and for that reason it is important that Maniapoto are consulted on all matters that impact on Maniapoto.*

Kaitiakitanga: *kaitiakitanga is integral to the mana of Maniapoto and requires:*

- (a) the restoration of the relationship of Maniapoto with wai; and*
- (b) the restoration and maintenance of the ability of Ngā Wai o Maniapoto to provide for the practice of manaakitanga; and*
- (c) the recognition and respect for the kawa, tikanga, and kaitiakitanga of Maniapoto; and*

¹ Section 134(2) and 134(3) of the Maniapoto Claims Settlement Act 2022.

² Section 134(4) of the Maniapoto Claims Settlement Act 2022.

- (d) *the encouragement and empowerment of active involvement of Maniapoto in the expression of their kaitiaki responsibilities.*

Recognition of the mana of Maniapoto: *respect for the mana of Maniapoto and recognition of the significance of Ngā Wai o Maniapoto and the wider environment to the mana of Maniapoto.*

Recognition of Maniapoto as kaitiaki and rangatira: *recognition of the status and role of Maniapoto as rangatira and kaitiaki within resource management and decision making.*

Te Tiriti o Waitangi/the Treaty of Waitangi: *recognition and respect for Maniapoto and the Crown as Treaty partners under te Tiriti o Waitangi/the Treaty of Waitangi, and the roles and responsibilities of local authorities to act in accordance with provisions that refer to the principles of te Tiriti o Waitangi/the Treaty of Waitangi.*

14. The Maniapoto aspirations as set out in the Maniapoto Claims Settlement Act 2022 are as follows:³

That resource users and decision makers will collaborate with the people of Maniapoto to ensure that any adverse effects on Maniapoto or the environment arising from resource use are appropriately avoided or mitigated to the extent agreed by Maniapoto, the users, and the decision makers.

That Maniapoto and the Crown and Maniapoto and local authorities will develop and strengthen 2-way building of capacity and capability in reviewing, regulating, and managing activities that have an impact on Ngā Wai o Maniapoto so as to promote the vision of Maniapoto:

That Maniapoto perspectives and the strategic documents of Maniapoto, such as the environmental plan, and any that may be developed and implemented in the future for the Maniapoto rohe, will be appropriately recognised and incorporated into the functions and decisions of public agencies:

That Maniapoto will work with local authorities to co-design and co-govern programmes for:

- (a) *developing appropriate data resources, research services, and Maniapoto data capability; and*
- (b) *designing programmes and supporting investment in innovation and research to improve the skills that provide for a process designed by Maniapoto to deliver positive outcomes for Maniapoto; and*
- (c) *establishing monitoring and accountability methods for measuring equitable outcomes for Maniapoto and assessing progress towards those outcomes.*

³ Section 134(5) of the Maniapoto Claims Settlement Act 2022.

15. In the context of the Waipā River, appropriate weight must also be given to the relevant matters and documents provided for under the Ngā Wai o Maniapoto (Waipā River) Act 2012 including:
- (a) the overarching purpose of the Ngā Wai o Maniapoto (Waipā River) Act 2012 , being to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipā River for present and future generations and the care and protection of the mana tuku iho o Waiwaiā;
 - (b) Te Ture Whaimana;
 - (c) the Waipā River integrated river management plan;
 - (d) the Maniapoto objectives for the Waipā River;
 - (e) Ko Tā Maniapoto Mahere Taiao (the Maniapoto Iwi environmental management plan); and
 - (f) the principles for the development and operation of the joint management agreement as set out in section 20 of the Ngā Wai o Maniapoto (Waipā River) Act 2012 .

THE COUNCILS: VISION, PRINCIPLES AND ASPIRATIONS

16. The councils:
- (a) deeply respect and acknowledge the Maniapoto vision, principles and aspirations;
 - (b) both individually and collectively, and in a commitment to a robust partnership, aim to collaborate with Maniapoto in a respectful, constructive and mutually advantageous manner;
 - (c) are united in the pursuit of positive outcomes for our communities, reflecting the aspirations and strategic directions set out in councils' strategic documents; and
 - (d) confirm that this statement serves as our commitment to this agreement and the subsequent collaborative efforts that will arise from it.
17. The councils may, individually or collectively, give notice to Te Nehenehenui that a further statement of council vision, principles and aspirations will be added to this agreement through the process set out in clause 41.

RELATIONSHIP PRINCIPLES

18. The parties commit to the following relationship principles in working together under this agreement:⁴

⁴ Section 138(2) of the Maniapoto Claims Settlement Act 2022.

- (a) promoting the overarching purpose of the Raumairoa (natural resources redress), which is:
 - (i) to care for and protect Ngā Wai o Maniapoto; and
 - (ii) to restore and maintain, for present and future generations, the quality and integrity of the waters that flow into, and form part of, Ngā Wai o Maniapoto;
 - (b) acting in a manner consistent with the principles of te Tiriti o Waitangi/the Treaty of Waitangi;
 - (c) recognising the statutory functions, powers, and duties of the local authorities within the area where the agreement applies;
 - (d) respecting the mana of Maniapoto; and
 - (e) jointly committing:
 - (i) to work together in good faith and in a spirit of co-operation;
 - (ii) to recognise and acknowledge that the parties benefit from working together by sharing their respective vision, knowledge, and expertise;
 - (iii) to participate effectively in co-management;
 - (iv) to communicate in an open, honest, and transparent way;
 - (v) to ensure that they work together from an early stage;
 - (vi) to make their best endeavours to ensure that the purpose of the agreement is achieved and enduring;
 - (vii) to recognise that the relationship between the parties will evolve;
 - (viii) to recognise that the agreement operates within statutory frameworks and the importance of complying with those statutory frameworks; and
 - (ix) to meeting statutory time frames and minimising costs and delays associated with those time frames.
19. In relation to the Waipā River, the parties also acknowledge and commit to acting consistently with the guiding principles as set out in section 20 of the Ngā Wai o Maniapoto (Waipā River) Act 2012.

PART B: GENERAL PROVISIONS

SCOPE AND STATUS OF AGREEMENT

20. This agreement:
- (a) constitutes the joint management agreement provided for in the Ngā Wai o Maniapoto (Waipā River) Act 2012;
 - (b) replaces the current joint management agreed on 3 April 2013 pursuant to the Ngā Wai o Maniapoto (Waipā River) Act 2012;
 - (c) constitutes the joint management agreement provided for in the Maniapoto Claims Settlement Act 2022;
 - (d) provides an overarching framework for the relationship between Maniapoto, Te Nehenehenui and the councils (individually and collectively); and
 - (e) provides for a range of mechanisms to enhance the relationship between Maniapoto, Te Nehenehenui and the councils (individually and collectively).
21. The parties acknowledge that they will work together to explore how the scope of this agreement can be extended:
- (a) to other statutory functions of the councils beyond those provided for in the Maniapoto Claims Settlement Act 2022 and Ngā Wai o Maniapoto (Waipā River) Act 2012 (such as under the Reserves Act 1977); and
 - (b) to cover all of the areas of the Maniapoto rohe.

CO-GOVERNANCE FORUM

22. A co-governance forum will be established to be the guardian of this agreement.
23. The role of the co-governance forum will be to keep this agreement under review to determine whether the agreement is being implemented to the satisfaction of all the parties and in accordance with the principles set out in clauses 18 and 19.
24. Unless otherwise agreed, the co-governance forum will be made up of equal numbers of representatives appointed by Te Nehenehenui and the councils as follows:
- (a) Te Nehenehenui will appoint five members; and
 - (b) each of the councils will appoint one member.
25. There will be two co-chairs presiding over the meetings:
- (a) one co-chair will be appointed by Te Nehenehenui; and
 - (b) one co-chair will be appointed by the councils.

26. The co-governance forum will meet at least once each year, or more frequently if the co-governance forum considers it necessary.
27. The parties will develop and agree a terms of reference for the co-governance forum, and may agree to amend that document from time-to-time.
28. Staff members will attend the co-governance forum meetings to provide advice and technical support as required.
29. The parties will each appoint a senior staff member to be the key contact person and to oversee the implementation of this agreement.

KO TĀ MANIAPOTO MAHERE TĀIAO – MANIAPOTO ENVIRONMENTAL MANAGEMENT PLAN

30. Maniapoto has prepared an environmental management plan (**MEMP**) in relation to the Maniapoto rohe.
31. The MEMP is:
 - (a) a high-level direction setting document and describes issues, objectives, policies and actions to protect, restore and enhance the relationship of Maniapoto with the environment including their economic, social, cultural and spiritual relationships;
 - (b) a tool to support the leadership of Maniapoto at the forefront of kaitiakitanga and rangatiratanga within the Maniapoto rohe; and
 - (c) intended to raise awareness and understanding of Maniapoto values, interests and aspirations in the management of physical and natural resources.⁵
32. The parties acknowledge that the MEMP is a key guiding document for:
 - (a) processes undertaken by councils in the Maniapoto rohe; and
 - (b) applicants and other stakeholders in processes in the Maniapoto rohe.

MANIAPOTO ENGAGEMENT STRATEGY

33. The parties acknowledge that best practice involves early engagement and consultation with Maniapoto and working with the right people on the right issues, so that Maniapoto can exercise its responsibilities as kaitiakitanga. This approach is required in assessing potential environmental effects, including effects on Maniapoto cultural values for natural and physical resources within the Maniapoto rohe.
34. Te Nehenehenui will develop a Te Nehenehenui engagement strategy to guide the councils and others on how to engage with Maniapoto on matters affecting its rohe.

⁵ Part 1.0, 1.1.2, 1.1.5 and 1.1.8 of the Maniapoto Environmental Management Plan.

35. That engagement strategy will be agreed with the councils and added as a schedule to this agreement as part of the process set out in clause 41.
36. The 12-month timeframe for the development of schedules under clause 41 does not apply to the preparation and agreement of that engagement strategy.

ANNUAL WORK PROGRAMME

37. Each year the parties will work together to develop and agree an annual joint work programme for the implementation of this agreement.
38. Each annual work programme will:
 - (a) be developed in a manner that aligns with the timeframes for the preparation and approval of the councils' annual plan process;
 - (b) be submitted to the co-governance forum for approval; and
 - (c) take effect from 1 July each year.
39. The first annual work programme:
 - (a) will be agreed no later than six months after the signing of this agreement;
 - (b) will include provisions addressing the work to be undertaken to develop and agree the further schedules to this agreement in accordance with the process set out in clause 41; and
 - (c) may identify matters for Te Nehenehenui and individual (or collectives of) councils to work on.
40. Each subsequent annual work programme will cover the following matters:
 - (a) any remaining work required to develop and agree the further schedules to this agreement in accordance with the process set out in clause 41;
 - (b) implementation of the matters set out in this agreement and the schedules;
 - (c) collaborative projects between Te Nehenehenui and the councils (collectively or individually) for that year;
 - (d) areas of focus between Te Nehenehenui and the councils (collectively or individually) for that year;
 - (e) if agreed, matters for Te Nehenehenui and individual (or collectives of) councils to work on; and
 - (f) other matters as agreed.

PROCESS TO DEVELOP FURTHER SCHEDULES

41. In addition to the provisions of this agreement, the parties commit to completing or updating the following schedules of this agreement within 12 months of the signing of this agreement (or such longer period as agreed in writing):
 - (a) Schedule Two: Maniapoto engagement strategy;⁶
 - (b) Schedule Three: sites of significance;
 - (c) Schedule Four: transfer of powers;
 - (d) Schedule Five: RMA planning processes;
 - (e) Schedule Six: RMA monitoring and enforcement processes;
 - (f) Schedule Seven: RMA resource consent processes;
 - (g) Schedule Eight: Local Government Act processes;
 - (h) Schedule Nine: other statutory frameworks;
 - (i) Schedule Ten: resourcing and capacity building; and
 - (j) Other schedules as agreed.
42. To avoid doubt, schedules may only be added to this agreement with the written agreement of all relevant parties acting under the appropriate delegated authority.

INFORMATION SHARING

43. The parties recognise the benefit of mutual information exchange.
44. The councils will make available to Te Nehenehenui all information held by the councils (subject to the Local Government Official Information and Meetings Act 1987) where that information is requested by Te Nehenehenui for the purposes of assisting it to exercise its mana in respect of the Maniapoto rohe and to enable Te Nehenehenui to exercise its rights fully under this agreement.
45. Te Nehenehenui may make available to the councils information, where appropriate, and when requested by a particular council, to enable the council to fulfil its statutory obligations and obligations under this agreement.

COMMUNICATION

46. Te Nehenehenui and the councils will establish and maintain effective and efficient communication with each other on a continuing basis by:

⁶ The 12-month period does not apply to this schedule.

- (a) Te Nehenehenui providing, and the councils maintaining, contact details for Te Nehenehenui personnel responsible for engagement under this agreement;
- (b) the councils providing, and Te Nehenehenui maintaining, contact details for council personnel responsible for engagement under this agreement; and
- (c) identifying and educating staff who will be working closely with each other from each respective party and informing them of the obligations under this agreement.

REVIEW AND AMENDMENT OF AGREEMENT

- 47. Te Nehenehenui and the councils may at any time agree in writing to undertake a review of this agreement.
- 48. There will be a review undertaken no later than two years after the signing of this agreement, and biennially after that.
- 49. As a result of the review, or otherwise, Te Nehenehenui and the councils may agree in writing to amend the agreement.

DISPUTE RESOLUTION

- 50. The parties agree and acknowledge that for this agreement to be effective, the resolution of issues between them must be addressed in a constructive, co-operative and timely manner that is consistent with the principles set out in clauses 18 and 19.
- 51. The dispute resolution process is as follows:
 - (a) if the parties cannot reach agreement or if one party considers that there has been a breach of this agreement, then that party may give notice to the other party or parties that they are in dispute;
 - (b) as soon as practicable upon receipt of the notice, the council concerned will meet with the other council (if appropriate) and Te Nehenehenui representatives in good faith to resolve the dispute;
 - (c) if the dispute has not been resolved within 20 working days after receipt of the notice, the chief executive of Te Nehenehenui and the chief executive of the relevant council(s) will meet to work in good faith to resolve the issue;
 - (d) if the dispute has still not been resolved within 30 working days after a meeting between the chief executives, and as a matter of last resort, the respective mayor/chair (or nominee) or the co-governance forum will meet to work in good faith to resolve the issue; and
 - (e) at any point in the dispute resolution process, the parties may agree to refer the matter to mediation or another form of alternative dispute resolution.

TERMINATION AND SUSPENSION

52. Te Nehenehenui and the councils may, at any time, agree in writing to suspend, in whole or in part, the operation of this agreement.
53. The scope and duration of any suspension must be specified in that written agreement.
54. There is no right to terminate this agreement.

WAIVER OF RIGHTS UNDER AGREEMENT

55. Te Nehenehenui may, at any time, notify the councils in writing that:
 - (a) it waives any rights provided for in this agreement; or
 - (b) it revokes a notice of such a waiver.
56. The notice given by Te Nehenehenui must specify the nature and duration of the waiver.

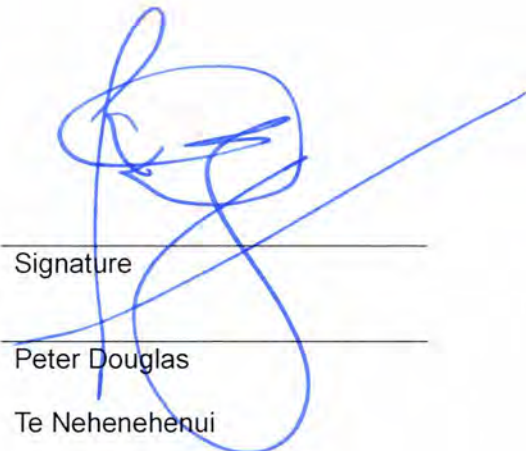
EXERCISE OF POWERS IN CERTAIN CIRCUMSTANCES

57. A council may exercise or perform a statutory power or function that is affected by this agreement on its own account and not in accordance with this agreement:
 - (a) if the statutory time frame for the exercise or performance of that power or function cannot be complied with under this agreement; or
 - (b) in the event of an emergency.
58. However, a council must use its best endeavours to work with Te Nehenehenui and comply with the agreement if practicable in the circumstances.

EFFECT OF AGREEMENT

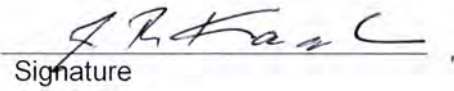
59. This agreement constitutes:
 - (a) the joint management agreement referred to in section 17 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) the joint management agreement referred to in section 135 of the Maniapoto Claims Settlement Act 2022.
60. This agreement supersedes the joint management agreement entered into on 3 April 2013 under the Ngā Wai o Maniapoto (Waipā River) Act 2012.
61. The parties acknowledge and agree that:
 - (a) this agreement gives effect to commitments under two different statutes: the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022;
 - (b) if there is an inconsistency between a provision in this agreement and a provision in one or both of those statutes, the provision in the relevant statute prevails; and

- (c) depending on the area concerned, the statutory basis for the agreement will either be the Ngā Wai o Maniapoto (Waipā River) Act 2012 or the Maniapoto Claims Settlement Act 2022, and the provisions of the relevant statute will apply accordingly.

SIGNED BY THE PARTIES**SIGNED** for and on behalf of**TE NEHENEHENUI** by its authorised signatory

 Signature

Peter Douglas

Te Nehenehenui

SIGNED for and on behalf of**TE NEHENEHENUI** by its authorised signatory

 Signature

John Kaati

Te Nehenehenui

SIGNED for and on behalf of**TE NEHENEHENUI** by its authorised signatory

 Signature

Shannon Manawaiti

Te Nehenehenui

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory



Signature

Wikitoria Tane

Te Nehenehenui

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory



Signature

Muira Barry

Te Nehenehenui

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory



Signature

Samuel Mikaere

Te Nehenehenui Chief
Executive Officer

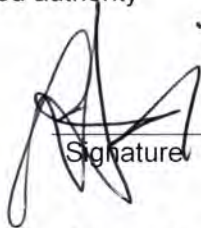
SIGNED for and on behalf of **ŌTOROHANGA DISTRICT COUNCIL** by its authorised signatory acting under delegated authority



Signature

Max Baxter

Mayor

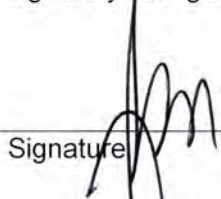


Signature

Jaimee Tamaki

Councillor

SIGNED for and on behalf of **WAIKATO DISTRICT COUNCIL** by its authorised signatory acting under delegated authority



Signature

Jacqui Church

Mayor

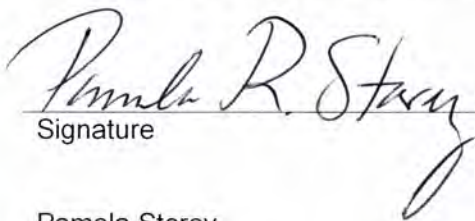


Signature

Tilly Turner

Councillor

SIGNED for and on behalf of **WAIKATO REGIONAL COUNCIL** by its authorised signatory acting under delegated authority



Signature

Pamela Storey

Chairperson

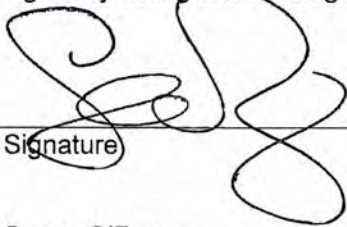


Signature

Stu Kneebone

Councillor

SIGNED for and on behalf of **WAIPĀ DISTRICT COUNCIL** by its authorised signatory acting under delegated authority



Signature

Susan O'Regan

Mayor

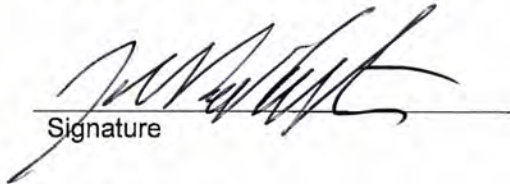


Signature

Andrew Brown

Councillor

SIGNED for and on behalf of **WAITOMO DISTRICT COUNCIL** by its authorised signatory acting under delegated authority



Signature

John Robertson

Mayor



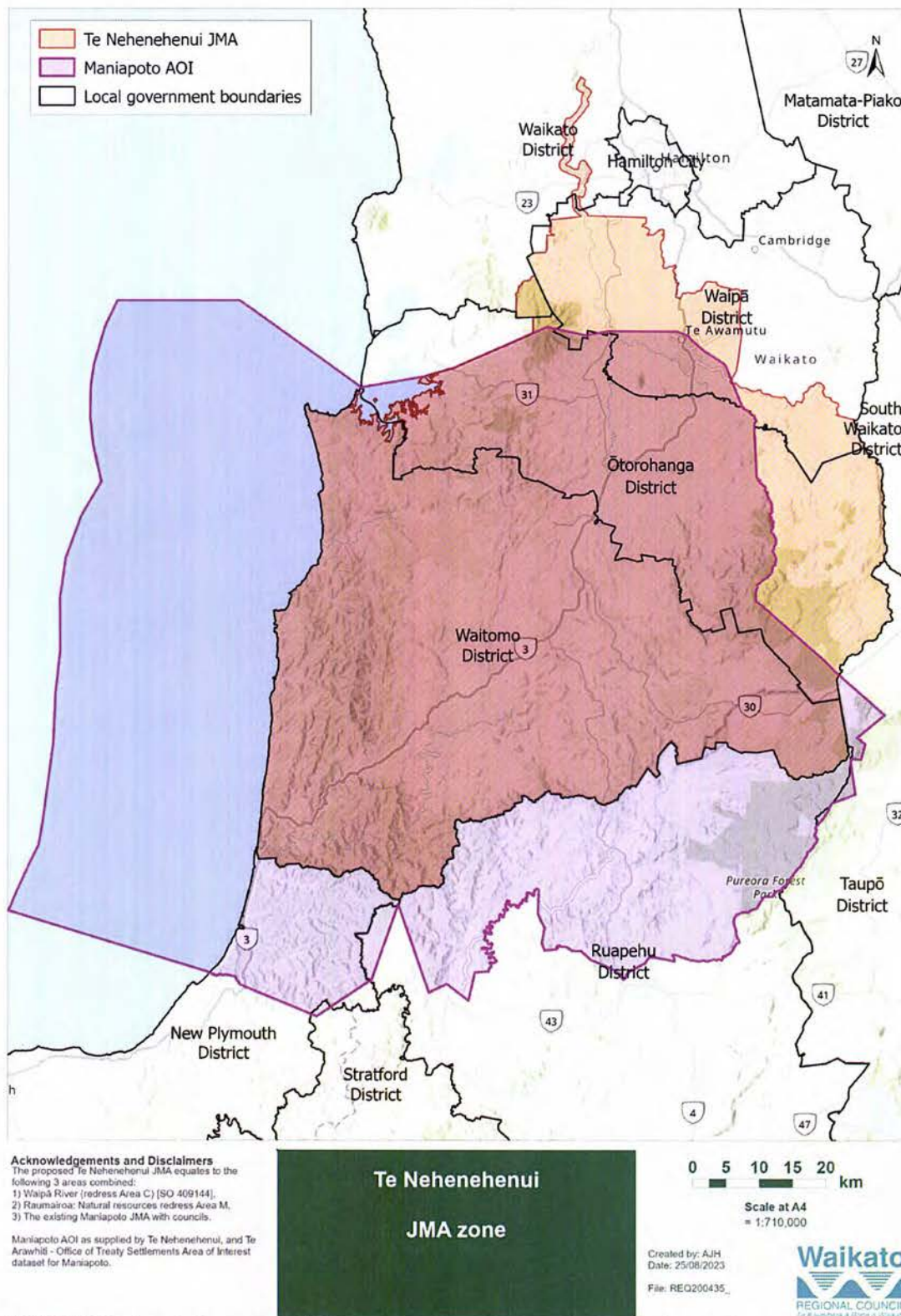
Signature

Eady Manawaiti

Councillor

SCHEDULE ONE

MAP



SCHEDULE TWO
MANIAPOTO ENGAGEMENT STRATEGY

To be developed and agreed as part of the process referred to in clause 41 of this agreement (but the 12-month time limit does not apply to this schedule)

SCHEDULE THREE
SITES OF SIGNIFICANCE

To be developed and agreed as part of the process referred to in clause 41 of this agreement

SCHEDULE FOUR
TRANSFER OF POWERS

To be developed and agreed as part of the process referred to in clause 41 of this agreement

SCHEDULE FIVE

RMA PLANNING PROCESS

1. This part applies to preparing, reviewing, changing, or varying any planning document as referred to in:
 - (a) section 22 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 140 of the Maniapoto Claims Settlement Act 2022.
2. The parties will review and as necessary update this schedule in accordance with the process set out in clause 41 of this agreement.
3. If, as a result of emerging issues, any one of the councils is prompted to consider the preparation, review, change or variation of an RMA planning document (including requests for private plan changes), key personnel from the council concerned will, as soon as reasonably practicable, contact key personnel from Te Nehenehenui for initial discussions on the issues and whether there is a need to participate in the processes by convening a Joint Working Party (**JWP**).
4. Before beginning the process to prepare, review, change, or vary a planning document, a relevant council and Te Nehenehenui must convene a JWP to discuss and recommend to the councils:
 - (a) the process to be adopted for the preparation, review, change, or variation; and
 - (b) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 of the Resource Management Act 1991.
5. Te Nehenehenui and the relevant council considering the preparation, review, change or variation of an RMA planning document will:
 - (a) meet at an appropriate time to convene the JWP;
 - (b) determine the composition of the JWP;
 - (c) discuss whether to include other parties to this agreement in the JWP; and
 - (d) confirm how the parties to the JWP will work together and how they will resolve disputes.
6. When working together the JWP will adopt the principles as outlined in clause 18 and 19 of this agreement.
7. Te Nehenehenui and the relevant council and must decide jointly on the final recommendation to the council on whether to commence a review of, or to amend, a planning document.

8. Te Nehenehenui and the relevant council must decide jointly on the final recommendation to the council on the content of a planning document to be notified under clause 5 of Schedule 1 of the RMA.
9. Te Nehenehenui and the relevant council must discuss the potential for Te Nehenehenui to participate in making decisions on the provisions and matters raised in submissions on a planning document under clause 10 of Schedule 1 of the RMA.
10. In clause 8, a final recommendation may, if necessary, include a recommendation that reflects different views on the matter.
11. Any recommendation to review or amend a planning document is subject to compliance with:
 - (a) any statutory requirement to review or amend the planning document; and
 - (b) any relevant statutory time frames.
12. The parties will further discuss a mechanism for Te Nehenehenui to participate in processes under Parts 2 and 4 of Schedule 1 of the RMA.
13. If a request is made under Clause 21 of Schedule 1 of the RMA (in relation to a private plan change), and relates to the area covered by this agreement, the council concerned will provide a copy of the request to key personnel from Te Nehenehenui as soon as practicable.
14. Te Nehenehenui will advise the council concerned whether it wishes to participate in the private plan change process, and if that is the case, the council concerned will convene a meeting between the council and Te Nehenehenui to discuss the statutory and internal processes for considering a request.
15. If Te Nehenehenui confirms it wishes to participate in considering a request, a JWP will be convened to develop and agree upon a process for Te Nehenehenui to be involved.
16. Te Nehenehenui and the councils will each bear their own costs of the processes under this schedule.
17. Schedule 7 of the Local Government Act 2002 does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
18. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE SIX

RMA MONITORING AND ENFORCEMENT

1. This part applies to RMA monitoring and enforcement as referred to in:
 - (a) section 21 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 139 of the Maniapoto Claims Settlement Act 2022.
2. The parties will review and as necessary update this schedule in accordance with the process set out in clause 41 of this agreement.
3. The parties will:
 - (a) meet at least twice each year to:
 - (i) discuss and agree the priorities for the monitoring and enforcement of the matters set out in section 35(2)(a) to (e) of the RMA;
 - (ii) discuss and agree the methods for, and the extent of, the monitoring of those matters; and
 - (iii) discuss the opportunities for Te Nehenehenui to participate in the monitoring of those matters;
 - (b) meet at least twice each year to discuss appropriate responses to deal with the outcomes of the monitoring of those matters, including:
 - (i) the potential for review of planning documents; and
 - (ii) enforcement under the RMA, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices and the service of infringement notices;
 - (c) agree appropriate procedures for reporting back to Te Nehenehenui on the enforcement action taken by the councils;
 - (d) discuss and agree the role of the Te Nehenehenui in the 5-yearly review provided for in section 35(2A) of the RMA; and
 - (e) discuss the opportunities for persons nominated by Te Nehenehenui to participate in enforcement action under the RMA.
4. Te Nehenehenui and the councils will each bear their own costs of the processes under this schedule.
5. Schedule 7 of the Local Government Act 2002 does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.

6. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE SEVEN

RMA RESOURCE CONSENT PROCESS

1. This part applies to the resource consent process as referred to in:
 - (a) section 23 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 141 of the Maniapoto Claims Settlement Act 2022.
2. The parties will review and as necessary update this schedule in accordance with the process set out in clause 41 of this agreement.
3. Each council will provide Te Nehenehenui with a summary of applications for resource consents received by the council.
4. The information provided under clause 3 will be:
 - (a) the same as would be given to affected persons through limited notification under section 95B of the RMA or as the council and Te Nehenehenui agree otherwise; and
 - (b) provided as soon as is reasonably practicable after the application is received and before a determination is made under sections 95A or 95B of the RMA.
5. The councils and Te Nehenehenui must jointly develop and agree criteria to assist council decision making under the following processes or sections of the RMA:
 - (a) best practice for pre-application processes;
 - (b) best practice for the circumstances in which to commission cultural impact and similar assessments;
 - (c) section 87D: (request that an application be determined by the Environment Court rather than the consent authority);
 - (d) section 88(3): (incomplete application for resource consent);
 - (e) section 91: (deferral pending additional consents);
 - (f) section 92: (requests for further information);
 - (g) sections 95 to 95F: (notification of applications for resource consent); and
 - (h) sections 127 and 128: (change, cancellation, or review of consent conditions).
6. The criteria developed and agreed under clause 5:
 - (a) are additional to, and must not derogate from, the criteria that the local authorities must apply under the RMA; and

- (b) do not impose a requirement on a consent authority to change, cancel, or review consent conditions.
- 7. Te Nehenehenui and the councils will each bear their own costs of the processes under this schedule.
- 8. Schedule 7 of the Local Government Act 2002 does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
- 9. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE EIGHT
LOCAL GOVERNMENT ACT PROCESSES

To be developed and agreed as part of the process referred to in clause 41 of this agreement

SCHEDULE NINE
OTHER STATUTORY PROCESSES

To be developed and agreed as part of the process referred to in clause 41 of this agreement

SCHEDULE TEN
RESOURCING AND CAPACITY BUILDING

To be developed and agreed as part of the process referred to in clause 41 of this agreement

TE NEHENEHENUI JOINT MANAGEMENT AGREEMENT SCHEDULES

FINAL REVIEW VERSION

25 APRIL 2025

SCHEDULE THREE
SITES OF SIGNIFICANCE

1. This schedule applies to sites of significance within the Maniapoto rohe.
2. Te Nehenehenui and each council will meet within six months after this schedule coming into effect to discuss a strategy to identify sites of significance on land within that council's boundary with the intention that this information can be collated and included in the regional or district plan.
3. Following the completion of the process identified in clause 2, Te Nehenehenui and each council will agree on an implementation plan and timetable to agree:
 - (a) the process for the inclusion of the identified sites of significance in the regional or district plan;
 - (b) the measures that Te Nehenehenui and each council will jointly undertake to provide for the protection of those sites;
 - (c) a communication strategy to raise awareness about those sites on private land and how to identify and protect those sites; and
 - (d) initiatives that will enhance and grow the skills and knowledge of Te Nehenehenui and each council in relation to those sites, their history and protection.
4. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
5. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE FOUR
TRANSFER OF POWERS

1. The councils agree to explore with Te Nehenehenui appropriate opportunities for the transfer of powers under section 33 of the RMA (and similar mechanisms under successor legislation).
2. Either Te Nehenehenui or a council may give notice to the other party of the intention to commence discussions on a potential transfer of powers.
3. Where such a notice is given, Te Nehenehenui and the council will engage in good faith in those discussions to explore how to achieve the aspirations of Te Nehenehenui and the council under this agreement and schedule.
4. The principles that the parties will apply to those discussions as to whether a transfer of powers may be appropriate include:
 - (a) the need to comply with the relevant legislation;
 - (b) where relevant to the exercise of a council's functions, consideration of the relevant provisions of:
 - (i) the Treaty settlement legislation and deeds;
 - (ii) Te Ture Whaimana;
 - (iii) this agreement;
 - (iv) the Maniapoto environmental management plan;
 - (v) the Te Nehenehenui engagement strategy; and
 - (vi) other documents notified to the council by Te Nehenehenui from time-to-time;
 - (c) practical matters including the costs and scale of work required to exercise the functions in an efficient manner;
 - (d) the technical expertise and capability required to exercise the functions; and
 - (e) any other principles agreed between Te Nehenehenui and a council.

SCHEDULE FIVE
RMA PLANNING PROCESS

1. This part applies to preparing, reviewing, changing, or varying any planning document as referred to in:
 - (a) section 22 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 140 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of this agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. If, as a result of emerging issues, any one of the councils is prompted to consider the preparation, review, change or variation of an RMA planning document (including requests for private plan changes), key personnel from the council concerned will, as soon as reasonably practicable, contact key personnel from Te Nehenehenui for initial discussions on the issues.
5. Before beginning the process to prepare, review, change, or vary a planning document, the relevant council and Te Nehenehenui must convene a joint working party (**JWP**) to discuss and recommend to the council:
 - (a) the process to be adopted for the preparation, review, change, or variation; and
 - (b) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of schedule 1 of the RMA.
6. To avoid doubt, the JWP must be convened and decisions must be made on the matters referred to in clause 5 before any substantive drafting on the planning document commences.

7. Te Nehenehenui and the relevant council considering the preparation, review, change or variation of an RMA planning document will:
 - (a) meet at an appropriate time to convene the JWP;
 - (b) determine the composition of the JWP;
 - (c) agree a terms of reference for the JWP;
 - (d) discuss whether to include other parties to this agreement in the JWP; and
 - (e) confirm how the parties to the JWP will work together and how they will resolve disputes.
8. When working together, the JWP will adopt the principles as outlined in clauses 16 to 19 of this agreement.
9. Te Nehenehenui and the relevant council must reach a joint decision on the final recommendation to the council on whether to commence a review of, or to amend, a planning document.
10. Te Nehenehenui and the relevant council must reach a joint decision on the final recommendation to the council on the content of a planning document to be notified under clause 5 of schedule 1 of the RMA.
11. Te Nehenehenui and the relevant council must discuss the potential for Te Nehenehenui to participate in making decisions on the provisions and matters raised in submissions on a planning document under clause 10 of schedule 1 of the RMA.
12. In clause 9, a final recommendation may, if necessary, include a recommendation that reflects different views on the matter.
13. Any recommendation to review or amend a planning document is subject to compliance with:
 - (a) any statutory requirement to review or amend the planning document; and
 - (b) any relevant statutory time frames.
14. Te Nehenehenui and the relevant council will jointly determine:
 - (a) whether any additional mechanisms are required (over and above those provided in clauses 15 to 17 of this schedule) for Te Nehenehenui to participate in processes under part 2 (private plan changes) of schedule 1 of the RMA; and
 - (b) a mechanism for Te Nehenehenui to participate in processes under part 4 (freshwater planning process) of schedule 1 of the RMA.
15. If a request is made under clause 21 of schedule 1 of the RMA (in relation to a private plan change) and relates to the area covered by this agreement, the relevant council will

provide a copy of the request to key personnel from Te Nehenehenui as soon as practicable.

16. Te Nehenehenui will advise the relevant council whether it wishes to participate in the private plan change process and, if that is the case, that council will convene a meeting with Te Nehenehenui to discuss the statutory and internal processes for considering the request.
17. If Te Nehenehenui confirms it wishes to participate in considering a request for a private plan change, a JWP will be convened to develop and agree upon a process for Te Nehenehenui to be involved.
18. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
19. Where a council is intending to respond to any proposed law reform or national policy direction which may affect the interests of Maniapoto, the council will first notify and engage with Te Nehenehenui where practicable, to discuss how those interests may be affected and whether there is an opportunity to make a co-ordinated response.
20. Schedule 7 of the Local Government Act 2002 (**LGA**) does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
21. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE SIX
RMA MONITORING AND ENFORCEMENT

1. This part applies to RMA monitoring and enforcement as referred to in:
 - (a) section 21 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 139 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of the agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) this agreement;
 - (c) Te Ture Whaimana;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. Te Nehenehenui and each council will:
 - (a) meet at least twice each year to:
 - (i) discuss and agree the priorities for the monitoring of the matters set out in section 35(2)(a) to (e) of the RMA;
 - (ii) discuss and agree the methods for, and the extent of, the monitoring of those matters;
 - (iii) discuss the opportunities for Te Nehenehenui to participate in the monitoring of those matters; and
 - (iv) discuss and agree the priorities for enforcement under the RMA;
 - (b) meet at least twice each year to discuss appropriate responses to deal with the outcomes of the monitoring of those matters, including:
 - (i) the potential for review of planning documents; and
 - (ii) enforcement under the RMA, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices and the service of infringement notices;

- (c) agree appropriate procedures for reporting back to Te Nehenehenui on the enforcement action taken by the councils;
 - (d) discuss and agree the role of the Te Nehenehenui in the five-yearly review provided for in section 35(2A) of the RMA; and
 - (e) discuss the opportunities for persons nominated by Te Nehenehenui to participate in enforcement action under the RMA.
5. Te Nehenehenui and more than one council may agree to meet collectively to discuss the matters provided for in this schedule.
 6. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
 7. Schedule 7 of the LGA does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
 8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE SEVEN
RMA RESOURCE CONSENT PROCESS

1. This part applies to the resource consent process as referred to in:
 - (a) section 23 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 141 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of the agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. Each council will provide Te Nehenehenui with a summary of applications for resource consents received by the council.
5. The information provided under clause 4 will be:
 - (a) the same as would be given to affected persons through limited notification under section 95B of the RMA or as the council and Te Nehenehenui otherwise agree; and
 - (b) provided as soon as reasonably practicable after the application is received and before a determination is made under sections 95A or 95B of the RMA.
6. Te Nehenehenui and the councils agree to the following criteria to assist applicants and councils in the resource consent processes:
 - (a) Te Nehenehenui and each council will continue to discuss and refine best practice for pre-application processes;

- (b) a cultural impact or similar assessment may be required depending on the nature of the application and site, and that requirement will be discussed with Te Nehenehenui on a case-by-case basis;
- (c) section 87D of the RMA: (request that an application be determined by the Environment Court rather than the consent authority):
 - (i) before forming a view under section 87D each council will engage with Te Nehenehenui;
- (d) section 88(3) of the RMA: (incomplete application for resource consent):
 - (i) in making an assessment under section 88(3) (where relevant to the exercise of the council's functions) each council will consider whether the documents set out in clause 3 have been considered and reflected appropriately in the application;
- (e) section 91 of the RMA: (deferral pending additional consents):
 - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether additional consents are required;
- (f) section 92 of the RMA: (requests for further information):
 - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether further information is required;
- (g) sections 95 to 95G of the RMA: (notification of applications for resource consent):
 - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether to publicly or limited notify the application; and
 - (ii) each council will also specifically consider whether notification is required under the statutory acknowledgements in the Maniapoto Claims Settlement Act 2022; and
- (h) sections 127 and 128 of the RMA: (change, cancellation, or review of consent conditions):
 - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making decisions in relation to the change, cancellation or review of consent conditions.

7. The criteria developed and agreed under clause 6:

- (a) are additional to, and must not derogate from, the criteria that the consent authorities must apply under the RMA; and
- (b) do not impose a requirement on a consent authority to change, cancel, or review consent conditions.

Council as a developer

8. Where a council is acting in its capacity as a developer and applicant for a resource consent (**council applicant**) and where that application is relevant under this agreement:
 - (a) the council applicant will engage with Te Nehenehenui as early as practicable and prior to the design process and any application for a resource consent being prepared;
 - (b) if agreed to by the council applicant and Te Nehenehenui, the parties will enter into a co-design process;
 - (c) the council applicant and Te Nehenehenui will work to identify and seek to agree mutually beneficial outcomes;
 - (d) in preparing the application for a resource consent, the council applicant will consider the information referred to in clause 3 (where relevant to the application) and the potential impacts on Maniapoto;
 - (e) the council applicant will provide resourcing for the preparation of a cultural impact assessment in appropriate circumstances;
 - (f) the council applicant will provide Te Nehenehenui with an opportunity to review and comment on the draft application for a resource consent prior to lodgement; and
 - (g) the parties acknowledge that Te Nehenehenui may participate in submission and hearing processes in relation to the application.
9. The parties acknowledge that:
 - (a) each council may be acting in a number of distinct roles under this part of the agreement including:
 - (i) in the role of a developer/applicant;
 - (ii) as a partner under this agreement; and
 - (iii) in a regulatory role under the RMA; and
 - (b) each council will maintain a separation between those distinct roles.
10. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.

11. Schedule 7 of the LGA does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
12. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

Designations

13. The provisions of this schedule also apply to the designation process under the RMA, including where a council is lodging a notice of requirement or is acting in any other capacity in the designation process.

SCHEDULE EIGHT
LOCAL GOVERNMENT ACT PROCESSES

1. The starting point is that all council activities are potentially relevant to Maniapoto, but the parties acknowledge that Te Nehenehenui will not be able to engage in all of those processes.
2. In exercising functions under the LGA, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. Each council will ensure that it engages as early as practicable with Te Nehenehenui on processes under the LGA that Te Nehenehenui has indicated are of particular interest, including by way of example the long term plan, annual plan and other matters of significance.
4. That engagement will begin early in the process, before any substantive drafting, design, or decision-making occurs.
5. In response to that engagement, Te Nehenehenui will identify which of those activities it wishes to engage on further and the parties will agree on clear processes and timeframes for that engagement.
6. This process is in addition to the annual work programme provided for in clauses 37 to 40 of this agreement.
7. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE NINE
OTHER STATUTORY PROCESSES

1. The starting point is that all council activities are potentially relevant to Maniapoto, but the parties acknowledge that Te Nehenehenui will not be able to engage in all of those processes.
2. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. Each council will ensure that it engages as early as practicable with Te Nehenehenui on matters under other statutory processes that Te Nehenehenui has indicated are of particular interest.
4. That engagement will begin early in the process, before any substantive drafting, design, or decision-making occurs.
5. In response to that engagement, Te Nehenehenui will identify which of those activities it wishes to engage on further and the parties will agree on clear processes and timeframes for that engagement.
6. This process is in addition to the annual work programme provided for in clauses 37 to 40 of the agreement.
7. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE TEN
RESOURCING AND CAPACITY BUILDING

1. The purpose of this schedule is to enhance the ability of Te Nehenehenui to participate in council processes and decision-making and to collaborate with councils. The intention is to promote capacity building, information exchange, and informed decision-making to achieve better outcomes for Maniapoto and all communities.
2. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. The parties acknowledge the importance of councils fostering the capacity of Te Nehenehenui to participate in council decision-making processes as provided for in section 81(1)(b) of the LGA.
4. As part of the annual work programme provided for in clauses 37 to 40 of this agreement, each council will discuss with Te Nehenehenui the nature and scope of resourcing to be provided by that council. Those discussions will cover the potential for:
 - (a) funding to be provided to Te Nehenehenui in the following areas:
 - (i) Te Nehenehenui capacity building;
 - (ii) Te Nehenehenui participation in council processes and projects; and
 - (iii) provision of services from Te Nehenehenui to a council; and
 - (b) other opportunities, including through:
 - (i) internships;
 - (ii) recruitment;
 - (iii) professional development;
 - (iv) joint training programmes;
 - (v) joint research or projects;
 - (vi) shared information platforms;
 - (vii) collaboration of processes such as submissions on national policy;

- (viii) information collaboration; and
 - (ix) identifying other opportunities for mutual capacity building.
- 5. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with this schedule.
- 6. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

Document ID: 806095

Report To: Council**Meeting Date:** 27 May 2025**Subject:** Community and Partnerships Bi-Monthly Activity Update Report**Type:** Information Only**Author(s):** Helen Beever
General Manager – Community Services**1. Purpose of Report**

- 1.1 The purpose of this business paper is to update Council on activities that form part of the Community and Partnerships Group.
- 1.2 The business paper also provides an update on a range of Council recreation services and activities.

2. Suggested Resolutions

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.
1. The business paper on Community and Partnerships Bi-Monthly Activity Update Report be received.

3. Background

- 3.1 At its meeting of 28 February 2023, Council adopted a new reporting framework detailing bi-monthly financial reporting and Council group activity reporting.
- 3.2 A reporting schedule was agreed with Infrastructure and Community reporting on the same bi-monthly agenda.
- 3.3 The Community and Partnerships report incorporates commentary on its activities.

4. Commentary**4.1 COMMUNITY SUPPORT AND DEVELOPMENT**

- 4.2 The Community Support and Development group of activities incorporates Safe Communities, Community Grants, Youth Engagement and Events.

4.3 CURRENT ACTIVITY**4.4 MAYORS TASKFORCE FOR JOBS**

- 4.5 For the 2025/26 year, the MTFJ programme will place a stronger emphasis on supporting young people who are clients of the Ministry of Social Development (MSD), with a clear focus on sustainable employment outcomes.
- 4.6 The primary focus is on 18-24 year-olds receiving a Jobseeker Benefit. These clients must form the core of our engagement and outcomes.

- 4.7 80% of outcomes must be MSD clients (18–24 years) moving into full-time employment and off a benefit.
- 4.8 20% of outcomes may be for 16–17 year-olds who are Not in Education, Employment or Training (NEET) and not on a benefit, moving into full-time employment.
- 4.9 A key performance measure is achieving a minimum of 70% sustainability, defined as clients remaining off the main benefit for 182 days (6 months).
- 4.10 The funding allocation for the 2025/26 year is \$220,000.
- 4.11 NOVICE DRIVER TRAINING PROGRAMME
- 4.12 In March 2025 Vehicle Testing New Zealand announced the return of driver testing to Te Kuiti. This is a win for our community after strong local advocacy to reduce travel time and costs.
- 4.13 The providers of our Novice Driver Training Programme have confirmed this change brings significant benefits, such as the ability for learners to practice on familiar local roads and the opportunity to have more frequent lessons without the added burden of travel.
- 4.14 As at the third quarter of this financial year, the following has been achieved:
- | | | |
|---|------------|-------------|
| ➤ | Learners | 15 students |
| ➤ | Restricted | 25 students |
| ➤ | Full | 13 students |
- 4.15 RANGATAHI ENGAGEMENT PLAN
- 4.16 A Youth Engagement meeting was held on 13 May 2025 at the Gallagher Recreation Centre.
- 4.17 There was a good turnout from our Rangatahi, who shared a range of ideas about what they would like to see including bringing back Waitomo's Got Talent, a Halloween Movie Night, an Amazing Race and much more.
- 4.18 The next step is to begin planning for these ideas while being guided by our Youth Engagement Plan.
- 4.19 COMMUNITY MOVIE NIGHT
- 4.20 Planning is underway for a Community Movie Night to be held at the Les Munro Centre on Friday 27 June 2025. Staff are investigating movie options.
- 4.21 Entry will be by way of donating a non-perishable item for the local food banks, helping support families in need.
- 4.22 This event is an opportunity to bring people together in a fun, family-friendly environment and encourage community connection, all while enjoying a popular movie.
- 4.23 TECH STEP
- 4.24 The TECH Step event is being held at the Les Munro Centre on 29 May 2025, with a focus of promoting pathways into digital technology careers. Exhibitors have been confirmed, they include Maniapoto FM Radio, Number 12, Rocket League Gaming, Wintec, Tech Taniwha (AI), Waitomo District Library and Rocket Spark.
- 4.25 **RISKS AND OPPORTUNITIES**
- 4.26 There are no immediate identified risks with these activities.
- 4.27 **LOOKING FORWARD – THE NEXT 3 MONTHS**
- 4.28 Sports Groups Funding Workshop.

4.29 Rangatahi Youth Week event.

4.30 Community Movie Night.

4.31 **CUSTOMER SERVICES AND LIBRARY**

4.32 **CURRENT ACTIVITY**

4.33 **CUSTOMER SERVICES**

4.34 Following the installation of the new Customer Service and Visitor Hub signage, there has been a noticeable increase in walk-in visitor numbers.

4.35 Rate Rebate applications have increased. Applications processed to 9 May 2025 are sitting at 294, with 265 applications processed for the same period in 2024.

4.36 Dog Registration forms have been sent out to dog owners. The due date for registrations is 1 July 2025.

4.37 **WAITOMO DISTRICT LIBRARY**

4.38 The library integrated the young adult and adult fiction collections in January this year. In the four months since, there has been 107% increase in the young adult books being borrowed which is the result staff were seeking.

4.39 Once again, school holiday activity packs were popular. The theme was arts and crafts and included instructions to make a windsock, pencil toppers, scratch art among many other activities. 145 packs were handed out over 7 days, the highest number to date. The library also ran a kite making event during the school holidays. The children made some very decorative kites using newsprint, felts, ribbons and wooden dowel.

4.40 Staff noticed a significant increase in borrowing of the Kit collection during the holiday period. This could be due to increased advertising and the wet weather. Staff heard many positive stories of the creativity these kits provided.

4.41 Year 5 and 6 classes from Te Kuiti Primary School visited the library during the second week of Term 2. This was to complement their study of gravity and circuits. Each class spent a half-hour with library staff learning how to make music with playdough, conductive materials, and Makey Makey circuits, followed by another half-hour playing with gravity and marble runs.

4.42 **RISKS AND OPPORTUNITIES**

4.43 There are no immediate identified risks with this activity.

4.44 **LOOKING FORWARD – THE NEXT 3 MONTHS**

4.45 The library will have an exhibit at the Tech Step event on 29 May 2025 to enlighten students about a career path into libraries and highlight our various tech-based services. Libraries will continue to play a significant role in helping communities become more digitally savvy as technology continues to evolve. In the future, tech librarians will become more and more necessary.

4.46 Staff are once again teaming up with Otorohanga District Library to design and run a three month winter reading challenge. This will be available for all ages during the months of June, July and August.

4.47 **COUNCIL RECREATION SERVICES**

4.48 Council Recreation Services incorporates the Waitomo Aquatic Centre and Gallagher Recreation Centre.

4.49 **CURRENT ACTIVITY**

4.50 GALLAGHER RECREATION CENTRE (GRC)

4.51 The GRC continues to be well utilised.

4.52 Gym membership stands at 392 members, and a programme is currently running to increase membership.

4.53 Summer League Basketball concluded in late April. This was well run and organised by the Waitomo Basketball Association.

4.54 Winter League Basketball starts on 13 May 2025 and will take place on Tuesday and Wednesday evenings

4.55 In addition to the gym and stadium, the multipurpose room has been booked frequently for step classes, seminars and training sessions.

4.56 In the coming months, there are two events planned. They are the Matariki Basketball Tournament and the Regional Indoor Bowls Competition.

4.57 WAITOMO DISTRICT AQUATIC CENTRE

4.58 The Waitomo District Aquatic Centre received increased patronage for the 2024/2025 swim season. The season runs from 1 October through to 31 March.

4.59 This season 17,458 patrons used the facility, with positive feedback received.

4.60 **RISKS AND OPPORTUNITIES**

4.61 There are no immediate identified risks with this activity.

4.62 HUMAN RESOURCES

4.63 WDC has been successful in recruiting the following positions:

- Roding Engineer
- Graduate IT Business Analyst
- Transfer Station Attendant

4.64 At the time of writing this business paper the position of Programme Lead Procurement remains vacant.

Document ID: 836455

Report To: Council**Meeting Date:** 27 May 2025**Subject:** Infrastructure Services Group Bi-Monthly Activity Update Report**Type:** Information Only**Author(s):** Shyamal Ram
General Manager – Infrastructure Services**1. Purpose of Report**

- 1.1 The purpose of this business paper is to update Council on the activities that form part of the Infrastructure Services Group.

2. Suggested Resolutions

- 2.1 The following is a suggested resolution only and does not represent Council policy until such time as it is adopted by formal resolution.
- 1 The business paper on Infrastructure Services Group Bi-Monthly Activity Update report be received.

3. Background

- 3.1 At its meeting on 28 February 2023, Council adopted a new reporting framework detailing bi-monthly financial reporting and Council group activity reporting.
- 3.2 A reporting schedule was agreed, with Infrastructure and Community reporting on the same bi-monthly Agenda, and Business Support and Leadership / Governance and Regulatory reporting on the other month.
- 3.3 The Infrastructure Services report provides commentary on activities and operational projects covering three waters, roading, waste management, housing, and other property.
- 3.4 The report provides relatively high-level detail and will provide commentary on significant, not 'business as usual' matters.
- 3.5 Each sub-group will cover the following:
1. **Current Activity** - This narrative will cover operational projects, any further narrative on Capex projects not covered in the bi-monthly financial report, issues, and operational topics in these activities.
 2. **Risks and Opportunities** that are important to note.
 3. **Looking Forward** - What is happening in the next 1-3 months to give a picture of what is coming up.

4. Commentary

4.1 ROADS AND FOOTPATHS

- 4.2 The Roads and Footpaths group of activities incorporates maintenance and renewal of the road surface, pavement, footpaths and other roading assets such as bridges and structures.

4.3 CURRENT ACTIVITY

- 4.4 The capital works programme is progressing well with all sites expected to be completed this financial year.

- 4.5 Roding has now completed its recruitment and our second Roding Engineer started in April 2025. This now gives us a Roding Manager supported by two Engineers. The Professional Services Contract will still be in place but under a reduced scope of works.

- 4.6 The three yearly NZTA audit will be completed between 19 – 23 May. All prep work is currently being done.

4.7 LOW-COST LOW-RISK

- 4.8 The Kent Street slip repair project falls within the LCLR funding. The tender is currently being evaluated and is expected to be awarded in May. The work is expected to take eight weeks to complete.

- 4.9 The resealing programme has been completed. The last asphalt site in Waitomo Village has been completed.

4.10 SPEED MANAGEMENT

- 4.11 Speed Management had two previous papers submitted to Council for review and recommendation. These were a Council Workshop paper on the 15 October 2024, (780902) and a Council Meeting paper on the 29 October 2024 (783349), where the updated programme and budgets were discussed.

- 4.12 The tender for the Speed management contract has closed and is currently being evaluated. It is expected that work will be completed this financial year.

4.13 CYCLONE RECOVERY

- 4.14 Since February 2022 there have been four major storm events that caused significant damage to the roading network. These events were Cyclone Dovi in February 2022, the July-August 2022 weather event, and the Mangarino Road and North Island Weather Events (NIWE) in January-February 2023. The Repair works are ongoing.

- 4.15 Cyclone Dovi, in February 2022, had nine Category C & D sites which required fully engineered design solutions and 34 Category A & B sites which required less engineering input. These sites have all been completed with the exception of one smaller site on Mapara Road. The total cost, including the initial recovery costs are just under \$7M.

- 4.16 The July-August 2022 Winter Storm Event had 13 Category B & C sites, and 16 Category A sites. The winter storm recovery works have been split between two construction seasons being 2023/24 and 2024/25.

- 4.17 The completed 2023/24 season included seven Category B & C sites and 15 Category A sites. The 2024/25 season includes six Category B & C sites and one Category A site. These are all currently either under construction, to be completed this financial year, or have already been completed. The total cost for year one, including the initial response is approximately \$3.4M, with approximately another \$2M to be spent this season.

- 4.18 An overview of these works are:

- Mairoa Road – Timber Pile Retaining Wall (Year 1) - Completed

- Mangaotaki Road (x2) - Pavement Reconstruction (Year 1) - Completed
 - Oparure Road – Timber Pile Retaining Wall (Year 1) - Completed
 - Ngapaenga and Walker Roads (x2) - Pavement Reconstruction (Year 2) - Completed
 - Te Anga (x2) and Te Waitere Roads - Pavement Reconstruction (Year 2) - Completed
 - Rangitoto Road - Pavement Reconstruction (Year 2) - Under construction
- 4.19 The North Island Weather Event (NIWE) was the storm event that occurred during Auckland Anniversary weekend in 2023, and Cyclone Gabrielle in 2022. Due to the proximity of these events, they have been grouped together for funding purposes.
- 4.20 The NIWE has seven Category B & C sites which are to be completed within the 2024/25 financial year. These are all currently awarded contracts. The approximate recovery costs of these sites including the initial responses are approximately \$4.9M.
- 4.21 The sites include:
- Mangaokewa North Road – Culvert Extension - Completed
 - Te Anga Road – Mass Block Wall – Under Construction
 - Rangitoto Road – Timber Pile Retaining Wall – Under Construction
 - Kawhia Harbour Road – Rock Revetment - Under Construction
 - Te Waitere Road (x2) - Road Retreat and Rock Revetment – Under Construction
 - Ramaroa Road - Stream Protection works and Culvert Lining - Under Construction
- 4.22 All the storm event works have been funded at our current funding assistance rate (75%) plus an additional 20% funding for a total of 95% funding.
- 4.23 **RISKS AND OPPORTUNITIES**
- 4.24 The NZTA rehab work on Carroll Street was delayed until later this year. NZTA and their contractor, Fulton Hogan, made this decision as they deemed it too close to the Autumn / Winter period to be able to confidently complete the work without additional risk due to the weather. This has now been pushed out for twelve months until early 2026, as there are water springs suspected under the pavement which NZTA wants to monitor to see how the pavement holds up.
- 4.25 Lawrence Street rehab was postponed until a later date. This is due to the NZTA rehab on Carroll Street being delayed and the site possibly sustaining damage from the detour route. We have progressed Walker Road this year instead of Lawrence Street and this has now been completed.
- 4.26 **LOOKING FORWARD – THE NEXT 3 MONTHS**
- 4.27 Within the next couple of months, the six Cyclone Recovery Emergency Works identified at sites on Kawhia Harbour, Te Waitere, Rangitoto, Te Anga, and Ramaroa Roads will have been awarded and most will be completed.
- 4.28 Work is ongoing on the Bridge Maintenance Forward Works Programme. Minor works are done through the maintenance contract with larger works being tendered as a larger package of work.
- 4.29 The resealing programme for 2025/26, will soon be finalised.
- 4.30 The work for the Anti-Social Behaviour / Dangerous Driving issues around Te Kuiti East, will be procured and carried out. This will involve line marking and kerb buildouts as approved by Council in April 2025.
- 4.31 Work is progressing on the procurement of the Roothing Professional Services Contract. The current contract expires in July 2026 but the process for the tender has started to allow plenty of time for interested companies to submit tenders as well as allow for a possible handover period.

4.32 End of financial year accounts will be confirmed as well as any carryovers required.

4.33 **THREE WATERS**

4.34 The Three Waters group of activities includes drinking water, wastewater, stormwater, and management of treatment plants and the reticulation network. This section will also cover a summary of transition activities relating to the three waters reform.

4.35 **CURRENT ACTIVITY**

4.36 **THREE WATERS REFORM**

4.37 WDC has signed the Heads of Agreement relating to Waikato Water Done Well. Our position, subject to community engagement, is to go directly to Stage 2. The CEOs and staff of the seven participating councils are now developing plans to consider the formation of a Waikato Waters Council Controlled Organisation. The water service delivery plans are being developed.

4.38 **DRINKING WATER**

4.39 **WATER RESILIENCE PROJECT**

4.40 Council has approved additional funding for the Water Resilience Project from the Council meeting in April 2025. Final sign off now needs to be given by Council prior to the tender being awarded. Currently Council is securing an alternative reservoir site, which will ultimately be a savings in terms of the capital works and the operational side of the business.

4.41 All Water Treatment Plants and schemes are business as usual (BAU) and operating efficiently.

4.42 The Carrol Street 3 Waters Relocation Project was awarded to Camex Contracting Ltd and is now complete.

4.43 We are finalising the procurement of dedicated filling stations near the Te Kuiti Water Treatment Plant and other schemes. This will reduce or prevent unauthorised taking of water and not paying. This is also part of the Water Safety Improvement Plan to avoid contaminating the reticulation network.

4.44 We are improving the Piopio Water Treatment Plant intake pumping system. This improvement will provide a safer means of carrying out maintenance to the pump and dam. This is also part of the Water Safety Improvement Plan to prevent loss of supply to Piopio township because it is unsafe to work.

4.45 We are installing an on-line static mixer inside the main pipe that feeds the large concrete reservoir at the Mokau Water Treatment Plant. This mixer will ensure chemicals added to the water will be thoroughly mixed before water enters the reservoir. This is also part of the Water Safety Improvement Plan to prevent ineffective disinfection of micro-organisms.

4.46 **WASTEWATER**

4.47 The Contract to remove sludge over a three year period has been awarded to Conhur Ltd. The awarded contract value is \$2,148,000 for the whole three years. The first year scope is expected to be completed this financial year.

4.48 All Wastewater Treatment Plants and schemes are business as usual (BAU) and operating efficiently.

4.49 Improvement works have been completed on the Te Kuiti Wastewater Treatment Plant outlet discharge.

4.50 3 Waters Renewal 2024-27 Separable Portion 1 update:

- Hospital Road Sewer renewal will start on 12 May and is expected to be completed in June 2025.
- King Street West Wastewater Renewal will be completed between 3 June - July 2025.

4.51 STORMWATER

4.52 Inspections of the critical stormwater reticulation network, such as open channels, wingwalls and screens will continue to be monitored before, during, and after heavy rainfall events.

4.53 Configuration to send a text or sound an alarm from the SCADA system when the water level reaches a pre-set level is now completed.

4.54 Site inspection and confirmation of stormwater manholes for modelling work in Te Kuiti started on 20 February 2025 and was expected to be completed in the next few months. The output will identify areas with flooding risk. Development of solutions is a separate exercise, not in the current scope.

4.55 Te Kuiti and Piopio Stormwater Improvement Project work is fully completed.

4.56 3 Waters Renewal 2024-27 Separable Portion 1 update:

- Hospital Road Stormwater Renewal will be completed between 12 May – June 2025.
- Awakino Stormwater Renewal will take place between 30 June – July 2025.

4.57 **RISKS AND OPPORTUNITIES**

4.58 Opportunity: We are still in communication with a specialist Telemetry and SCADA contractor to provide us with a cost of monitoring and managing our system. Waipa District Council has also engaged the same contractor to manage their Telemetry and SCADA system.

4.59 **LOOKING FORWARD – THE NEXT 3 MONTHS**

4.60 Work is continuing on inspections and servicing of all 199 domestic sewer pumps for each property in the Piopio township.

4.61 Inspection and confirmation continue for the six stormwater outlet locations for Piopio, Mokau, Maniaiti/Benneydale, Marokopa, Te Waitere and Waitomo Village. These will be updated on GIS Maps. This will provide accurate sampling and monitoring of stormwater discharges.

4.62 Carrying out routine and planned inspections and preventative maintenance for the Reticulation Network. We will focus more on ensuring stormwater open drains are cleared, and wingwall and screens are also cleared of any debris.

4.63 Sewer pump stations wet wells will be pumped out and cleaned. This is to ensure all pump stations are in efficient operable condition come the winter season (to cater for possibly high rainfall).

4.64 **WASTE MANAGEMENT**

4.65 The Waste Management activity incorporates Landfill, Kerbside Collections and Transfer Station operations.

4.66 A free online programme 'Living Lightly' was launched on Tuesday, 11 March 2025, through WDC's social media and community channels. Aimed at simplifying lives, the programme provides practical tips, inspiring stories, and time-saving strategies to help reduce household waste. A total of 36 participants registered, including 24 Waitomo residents and four individuals working within the district.

4.67 Waitomo District Council staff have commenced the kerbside audit. Overall comments from the first audit were that most of the recycling crates were compliant with no contamination, with only a few single items, like aerosol cans being stickered.

4.68 **CURRENT ACTIVITY**

4.69 All operational functions of the landfill are now proceeding as usual, following the completion of all line works and the reshaping of the landfill batter.

4.70 Letters have been sent to properties on the rural kerbside collection routes, requesting feedback on whether to maintain or discontinue kerbside collection. The deadline for responses was 5 May 2025. Results have been analysed and are being presented in a separate paper at this 27 May 2025 meeting.

4.71 **RISKS AND OPPORTUNITIES**

4.72 The primary risk for this quarter would be if the landfill ring drain still shows high readings.

4.73 The Stormwater nova coils that are surrounding the landfill face will need to be replaced due to sediment buildup in the lines.

4.74 **LOOKING FORWARD – THE NEXT 3 MONTHS**

4.75 We are looking forward to the outcome of the consultation on the future of the landfill.

4.76 We continue to monitor the leachate levels in the stormwater near the landfill.

4.77 **PROPERTY AND FACILITIES**

4.78 The Property and Other Facilities activity covers:

- Parks and Reserves
- Public Amenities
- Residential and Elder Housing
- Library
- i-Site
- Railway and Administration Buildings
- Aerodrome
- Holiday Parks

4.79 **CURRENT ACTIVITY**

4.80 The Centennial Park Grandstand is now having external painting, new railings and downpipes installed which are due to be completed by the end of May.

4.81 Piopio toilets are having Fibre connection installed to bring the camera images back to Council. This is now on hold until Chorus is able to schedule an installation date.

4.82 The air conditioning at Les Munro Centre is operational and works well. Outstanding minor roof works are scheduled for completion by the end of May.

4.83 Rugby and soccer goals have been installed at Centennial Park.

4.84 The Asset Management Programme is progressing, and we have had multiple meetings with Think Project, waiting for complete upload of the current data into the new register.

4.85 **RISK AND OPPORTUNITIES**

4.86 The primary risk during this period is that the Chorus timeframes keep changing, delaying our ability to install new remote cameras.

4.87 A risk that the CCTV project will not be completed within this financial year.

4.88 **LOOKING FORWARD – THE NEXT 3 MONTHS**

- 4.89 Field work for the Community asset management project will soon begin for the second phase of integrating information into the new asset management register.

Document No: 840525

Report To: Council



Meeting Date: 25 May 2025

Subject: **Kerbside Collection Rural Area Review Survey Results**

Type: Information Only

Author(s): Liz Riley, Manager - Property and Facilities
Shyamal Ram, General Manager - Infrastructure Services

1. Purpose of Report

- 1.1 The purpose of this business paper is to inform Council of the Kerbside Collection Rural Area Review Survey Results.

2. Suggested Resolutions

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.
1. The business paper on Kerbside Collection Rural Area Review Survey Results be received.

2. Background

- 3.1 At the Council workshop on 11 March 2025, an overview of the current kerbside collection service, covering various rural areas, was presented.
- 3.2 The key points raised included:
- The current service extends into various rural routes, requiring considerable travel, which increases operational costs such as vehicle maintenance and staff wages.
 - Collecting waste along state highways presents significant safety risks due to fast-moving traffic and limited safe stopping zones, making the process more hazardous.
- 3.3 Given these challenges, the council considered adjusting collection routes to improve resource efficiency, reduce expenses, and maintain a reliable waste collection system.
- 3.4 The current contract expires in June 2026, so it is appropriate to review service levels at this time. Any changes to the kerbside collection routes would be implemented through the new contract starting 1 July 2026.
- 3.5 In response to discussions through the workshop, a direct survey of properties on the rural collection routes was sent. Detail on the survey results are outlined in the following Commentary section.

3. Commentary

- 4.1 A letter was sent to rural properties along the collection routes who pay for the kerbside collection service through the fixed targeted rate, inviting feedback on the future of the service. People were able to provide feedback via email or post using stamped return envelopes.
- 4.2 The following options were provided:
- 4.3 **OPTION 1 – MAINTAIN THE CURRENT SERVICE**
- 4.4 The kerbside collection service remains unchanged; the cost continues to be covered through the fixed targeted collection rate.
- 4.5 **OPTION 2 – DISCONTINUE KERBSIDE COLLECTION AND REMOVE THE TARGETED SOLID WASTE COLLECTION RATE**
- 4.6 The kerbside collection service would be discontinued, and the associated targeted rate removed from rates invoices.
- 4.7 Participants were informed that once a decision is taken, the outcome affects all properties along the service route. There won't be an 'opt-in or opt out' option as costs are apportioned by ability to access the service not full user pays methodology. This ensures costs are shared and kept as low as possible.
- 4.8 The survey which closed on 5 May 2025 covered three designated rural routes:
- 1 Mokau Rural
 - 2 Piopio Rural
 - 3 Waitomo Rural
- 4.9 Detailed analysis of the responses indicates that the current service level remains the preferred approach and does not warrant any changes.
- a. A total of 133 replies were received as below.
- | | | | | |
|-----------------|-----|-------------------|----|----------------------|
| • Mokau Rural | 38 | voted to continue | 23 | voted to discontinue |
| • Piopio Rural | 24 | voted to continue | 9 | voted to discontinue |
| • Waitomo Rural | 148 | voted to continue | 30 | voted to discontinue |
- b. Survey participants will receive a summary of the findings before 10 June 2025, along with notification of any changes that may impact them.
- c. As the majority of the respondents want the service to continue, there will not be any changes made to the level of service provided, i.e. the collection areas will remain the same.

Document ID: 845806

Report To: Council**Meeting Date:** 27 May 2025**Subject:** Motion to Exclude the Public**Type:** Decision Required**Author(s):** Michelle Higgie
Manager – Governance Support**1. Purpose of Report**

- 1.1 The purpose of this business paper is to enable Council to consider whether or not the public should be excluded from the consideration of Council business.

Note: It is Council's choice whether to consider any of the business listed below in the public or public excluded portion of the meeting.

2. Suggested Resolutions

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.

- 1 The public be excluded from the following part of the proceedings of this meeting.
- 2 The general subject of each matter to be considered while the public is excluded and the reason for passing this resolution in relation to each matter, as specified by Section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

General Subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Section 48(1) grounds for the passing of this resolution
1. Performance of Recently Installed Three Waters Infrastructure - Update	Section 7(2) (g) To maintain legal professional privilege. <u>and</u> (i) To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1) (d) That the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.
2. Te Kuiti Water Supply Resilience Improvements	Section 7(2) - (h) To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities;	Section 48(1) (d) That the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.

- 3 Council agree the following staff, having relevant knowledge to assist in the consideration of the items of business to be public excluded, remain in attendance to assist the Council with its decision making:

Staff Member	Reason for Remaining in Attendance
Chief Executive	Council CEO
Manager – Governance Support	Committee Secretary
General Manager – Infrastructure Services	Portfolio Holder

- 4 This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole, or relevant part, of the proceedings of the meeting in the public.

3. Commentary

- 3.1 Section 48 of the Local Government Official Information and Meetings Act 1987 gives Council the right, by resolution, to exclude the public from the whole or any part of the proceedings of any meeting, only on one or more of the grounds contained within that Section.