

Document No: A628571

Report To: Council



Meeting Date: 30 August 2022

Subject: **Presentation - Sport Waikato – Reporting against Provision of Services Grant Agreement**

Type: Information Only

Purpose of Report

- 1.1 The purpose of this business paper is to advise Council that Sport Waikato representatives Amy Marfell, General Manager Regional Leadership and Robbie Matthews, Regional Connectivity Coordinator (West) will be in attendance at 9.00am to present Sport Waikato's Report to Council as per the Provision of Services Grant Agreement.

Suggested Resolutions

The Presentation from Sport Waikato – Reporting against the Provision of Services Grant Agreement be received.

A handwritten signature in blue ink, appearing to read "H Beever".

HELEN BEEVER

GENERAL MANAGER – COMMUNITY SERVICES

August 2022

Attachment: Sport Waikato Report



Waitomo District Report

Date Range: 1 January – 30 June 2022

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ORGANISATIONAL UPDATE/S – Amy Marfell, Sport Waikato GM Regional Leadership

The work of Sport Waikato staff is guided by the Regional Strategy for Sport and Recreation in the Waikato – Moving Waikato – which is underpinned by a focus on 3 key areas: Our People; Building Communities; and Regional Leadership.

OUR PEOPLE

A focus on the provision of opportunities that meet the needs of the people of our region

MORE ADULTS, MORE CHILDREN 'OUT THERE AND ACTIVE'

BUILDING COMMUNITIES

A focus on quality local delivery of sport, recreation and physical activity experiences

HELPING COMMUNITIES TO HELP THEMSELVES

REGIONAL LEADERSHIP

A focus on regional and national partners working together to lead change and enhance outcomes

LEADING AND DELIVERING CHANGE

In May, Sport Waikato, Sport NZ, NZ Rugby and the region’s three Provincial Rugby Unions (Waikato Rugby Union, Thames Valley Rugby Union and King Country Rugby Union) entered into a Memorandum of Understanding that signals a commitment to embed Balance is Better and Good Sports principles into the delivery structures of rugby in the Waikato. This is an important step in ensuring that quality rugby delivery that meets the needs of young people (and values their participation regardless of ability) is happening in the region. The MOU will see Sport Waikato staff working alongside each PU, with a particular lens on ensuring quality participation and development opportunities for all, enabling participation of young people across multiple codes and focusing on development rather than winning at all costs.

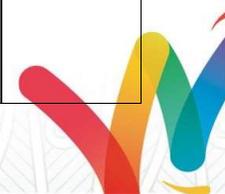
On behalf of Sport NZ, Sport Waikato have administered Tū Manawa Active Aotearoa funding across the region to support physical activity participation through play, active recreation and sport by children and young people aged 5-18 years (and up to 24 years for young women). Over the past financial year, we have distributed \$1.8mil to support children and young people to move more, with a particular focus on supporting participation among priority groups who tend to miss out or have inequitable access to opportunities to be active (e.g. high deprivation communities, young women, Maaori and disabled tamariki and rangatahi).



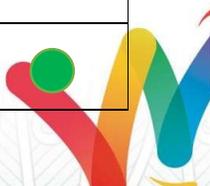
WAITOMO SPORT AND ACTIVE RECREATION PLAN MAJOR PROJECT UPDATES

Status	On Track 	Some Challenges 	High Risk 	Complete 
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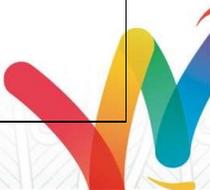
Focus Areas	Progress	Further Considerations/ Proposed Future Actions	Status
Opportunities for activity in the district are promoted via a central digital hub that is accessible to the community	<p>Sport Waikato continues to promote this service and traffic to the website outlines that Be Active is the key reason community members visit the Sport Waikato website.</p> <p>Sport Waikato has engaged a Business Analyst to review the way Be Active is currently being used and what the future of this platform could be to ensure that it provides adequate information on Play, Active Recreation and Sport opportunities for all communities across the entire Waikato Region.</p>	<p>Sport Waikato is reviewing Be Active and the way that this information can stay up to date/relevant including the way this information is presented and how we can ensure we are capturing all activities across the region.</p>	
Support activity deliverers in the district to better understand the needs of the participant (with a particular focus on target groups of children and young people, women and girls, and deprived communities)	<p>Sport Waikato has actively supported the local education, community and sport and recreation sector in the region to access Tū Manawa funding opportunities to support the delivery of sport and recreation programmes, activations and play for children (tamariki 5-11 years) and youth (rangatahi 12-18). The fund aims to provide quality opportunities in play, active recreation and sport for those who are missing out.</p> <p>Within the Waitomo district during this reporting period \$45,600 has been allocated to a number of key initiatives including:</p> <ul style="list-style-type: none"> • Taonga Ora – Gifts of Wellness (Legendz 3910) • Active Kura Active Kids (Te Kuiti High School) • Come Ride BMX (Te Kuiti BMX Club) <p>Regional providers who link into Waitomo have also received funding on top of this district specific amount. Youthtown's Waikato Cycling Education Project - \$50,000 – Waipa, Waitomo, Otorohanga, South Waikato, Waikato</p> <p>Whole Region: ND Cricket \$55K, WaiBOP football \$5K, Touch \$27K, Young and Healthy 2019 Trust - \$50,000</p> <p>We are working with future applicants for the next round of funding by providing support and advice through the expressions of interest process.</p>	<p>Sport Waikato will continue to drive applications from the district, including but not limited to, among sports clubs, recreation providers and education settings (e.g. primary and secondary schools). Sport Waikato are actively looking to support delivery to happen in the Waitomo District.</p> <p>We would also invite Council to consider application to the fund for the purposes of any play, active recreation and sport delivery projects that they may wish to implement.</p>	
	<p>Throughout this reporting period there have been a number of in person and online initiatives aimed at building the capability of the local sector communities.</p> <p>Recent initiatives include relating to:</p>	<p>Sport Waikato will continue to connect the local sport and recreation sector (e.g. clubs) with opportunities to enhance their sustainability, particularly in the wake of the pandemic.</p>	

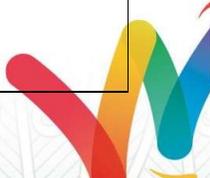


<p>Grow local sector capability through the provision of targeted workshops and education initiatives</p>	<p>I. The Covid Regional Hardship Fund Q&A and Information Webinar II. Young women’s participation webinar in partnership between This is Me and Sport NZ through ‘Its My Move’ campaign III. Social Media Webinar – aimed at assisting sport and recreational providers with their social media strategy</p> <p>This is Me ®</p> <ul style="list-style-type: none"> Partnered with The Period Place to ensure ongoing access to period products for young women in Te Kuiti Two students from Te Kuiti High School attended the WiSPA and CWC’s “Bats for Six” young women’s workshop during the Women’s Cricket World Cup 2022 Supporting Piopio College with leadership training for year10 girls. 	<p>We will also look to targeted initiatives to support youth sport participation (e.g. Good Sports and Balance is Better) via a collaborative partnership between the region’s Rugby Unions (see below),</p>	
<p>Support Coach Development in the district in both school and community settings</p>	<p>Sport Waikato continue to facilitate the development and growth of those coaches in our region who influence, educate and develop others through our coach advisor and coach advisor (youth). Working in a 7 way partnership involving Sport Waikato, Waikato Rugby Union, Thames Valley Rugby Union, King Country Rugby Union, NZ Rugby, Sport NZ and Aktive Auckland, the collaboration seeks to provide enhanced quality rugby experiences for the tamariki of the district through the implementation of the balance is better philosophy – utilising Good Sports as the vehicle for this change. The Regional Connectivity Coordinator provided valuable connection to assist the Sport Waikato Coach Advisor in the facilitation of District workshops with King Country Rugby Union.</p>	<p>Continue to support the relevant RSO in working with their respective game deliverers to encourage the adoption of this philosophy through their channels in 2022 Encourage other ‘codes’ to adopt a similar philosophy within the district, through this example, to ensure a quality experience. Continue to support the 7 way partnership through connection with the local communities and deliverers.</p>	
<p>Drive key outcomes, alongside District Council staff, as identified in the district sport and recreation plan – including and with specific attention to local facilities projects</p>	<p>King Country Indoor Stadium We congratulate Waitomo District Council on their decision in late 2021, formally entering into a partnership agreement with the Ministry of Education and Te Kuiti High School which saw the progression of the King County Indoor Stadium project – A subregional priority project in the WRASP. Early 2022 saw the start of the construction phase on the High School grounds. Sport Waikato’s continues to have involvement in this development through the delivery steering group actions, representation on the Game on Charitable Trust and working alongside Council to develop the terms and reference of a Stakeholder Reference Group who will assist owners in pre-opening planning and ensure future sustainable operations for the Stadium. Sport Waikato’s Regional Connectivity and Planning Manager continues to provide support in regard to the FitOut components of the tadium.</p> <p>Vibrant Safe Waitomo Attendance at the regional coalition group. Action items from the Waitomo District Play, Active Recreation and Sport Plan have been developed to link to</p>	<p>Sport Waikato will continue to support this project through the various stages as the King Country Indoor Stadium is highlighted as a key infrastuctrue project in the Waikato Regional Active Space Plan.</p> <p>Continued inclusion of Sport Waikato representatives on the Coalition and local working groups doe VSW</p>	



	<p>Vibrant Safe Waitomo. Sport Waikato led action items are in progress including the development of the Sport and Active Recreation Advisory Group.</p>	<p>Continued link to Waitomo District Play, Active Recreation and Sport Plan. Activation of Relevant Action points that are in the 2021-2022 Action plan</p>	
	<p>Waitomo District Sport and Active Recreation Advisory Group Identified as a key action within the Waitomo PARSP 2021-24 and Vibrant Safe Waitomo Action Plan 2021-22 Development of a group facilitated by Sport Waikato inviting key codes and providers including a wide cross section representation of the community. Cross section to include Councillors Iwi, Educationists, Community, Sport and Recreational organisations with a key targeted population Rangatahi ensuring a youth voice and focus. Advisory group to work together to review the state of Sport, Active Recreation, barriers, and real needs within the community. The advisory group will provide knowledge and guide areas of interest and support the development of initiatives to address agreed actions. Sport Waikato has established a draft Terms of Reference and has identified in partnership with Council a list of potential members to be included. Initial meeting of the group planned for June 22</p>	<p>It is imperative that the Advisory Group remains focussed on the outcomes identified in the plans and does not become emotive. Sport Waikato – through the Regional Connectivity Coordinator’s presence on the group can provide this neutral stance utilising insights, data, trends and regional and or national examples and case studies to ensure informed decisions are based on need. Potential vision for the advisory group is to explore cross district collaborative opportunities with the potential to formulate a wider King Country Advisory group</p>	
	<p>Town Concept Planning Review Regional Connectivity Coordinator supported council to connect the Sports Clubs and Active Recreation Providers to attend the TCP consultation meetings to ensure that they understood the voice and contribution they needed to have within this process.</p>	<p>Sport Waikato – through the Regional Connectivity Coordinator’s presence within this process can provide this neutral stance utilising insights, data, trends and regional and or national examples and case studies to ensure informed decisions are based on need</p>	
	<p>Building Connection with other Community Providers Have had a number of meetings with Waitomo Community providers to talk about the Waitomo Advisory Group concept and gauge their interest in being part of this process. Have also been engaging in collaborative conversation, advocating for play and active recreation opportunities not just sport.</p>	<p>Continue to have conversations with and work alongside Stakeholders to engage teams within Stakeholder working parties to consider and embrace play, active recreation and sport in their planning and collaborative projects Continue to build meaningful relationships</p>	
	<p>King Country Secondary School Sports Coordinator Cluster meeting Attended the Cluster meeting hosted by Sport Waikato Sport Development, Secondary School lead and ‘This is Me’ teams. Representatives from Taumarunui, Piopio, Te Kuiti, Otorohanga and Te Awamutu were at the meeting. These cluster meetings provide and opportunity for the Regional Connectivity Coordinator to present the concept of the Waitomo and Otorohanga District Sport and Active Recreation Advisory Group. Schools to identify youth from respective district school to be a voice within this advisory group. Other topics of discussion included the Rural Travel Fund that is managed by Councils and the need for more support within this Fund for the rural districts.</p>	<p>Sport Waikato will continue to connect the local Secondary Schools with opportunities to enhance their participation in local sporting and active recreations opportunities. Sport Waikato will ensure Rangatahi have a voice within Play, Active Recreation and Sport within their local communities.</p>	



	<p>Travel is definitely the biggest barrier for all of the above schools. This Cluster have already been collaborating on a range of actions from the meeting including:</p> <ul style="list-style-type: none"> • Initiating sharing of players to make up combined sports teams to make sure Rangatahi had an opportunity to participate in their chosen sport • Initiating small game fun opportunities to have a go at sport within their lunchtime and PE spaces. Sharing concepts and brainstorming in this cluster space. • Coordinate KC Winter and Summer interschool sport fixtures and program. 		
<p>Provide stakeholders with district specific insights to support decision-making and enable community conversations</p>	<p>Voice of Rangatahi (VOR) The VOR survey seeks to understand the sport and physical activity experiences of rangatahi (young people) at school. VOR results continue to inform provision at a secondary school level. A regional profile is now available for 2021 on the Sport Waikato website. https://www.sportwaikato.org.nz/getmedia/ac9b83c2-b0ca-465d-97e0-c201df21b3b7/vor-2021-profile-regional_1.pdf.aspx?ext=.pdf</p> <p>Voice of Tamariki (VOT) Similar to VOR, VOT seeks to understand the physical activity experiences of tamariki (children). These results will inform provision at a primary school level. This survey is currently in a pilot phase with 10 schools taking part. Once the pilot is complete, there is large appetite to survey within Kahui Ako in term 3. VOT 2022, 1 primary school from Waitomo has committed to being part of the VOT pilot.</p> <p>Active NZ The key measure for our people, percentage of our people being physically active is measured through the Active New Zealand Survey. The 2017 sample boost has enabled partners in Moving Waikato to establish a robust baseline with sub-group analysis at a district level. In 2020 the Sport Waikato board committed to investing in a second sample boost for 2021. Surveying has been underway during the 2021 period and data will be available to all partners in late 2022.</p> <p>School Sport Census NZ Census 2022 Every year secondary schools are required to complete the School Sport NZ participation profiles or census. This provides a snapshot of participation rates, top sports, staff engagement and an indication of the coaches / managers that have committed to providing sport opportunities. Profiles have been made for each school, as well as school cluster and district profiles. The cluster profiles have been shared and the school profiles are to go out this term. 40 schools took part across all districts.</p>	<p>Encourage district schools to participate in the VOR surveys to ensure a local perspective and inform Sport Waikato support mechanisms moving forward.</p> <p>Encourage district schools to participate in the VOT surveys to ensure a local perspective and inform Sport Waikato support mechanisms moving forward.</p> <p>Continue to provide deliverers with connections and links to specific participation data, profiles and trends to assist with modifications in programming and or delivery methods to ensure quality experiences.</p> <p>Ensure relevant parties have access and are aware of these profiles to assist with decision making processes – particularly when organisations are considering applying to external funders.</p>	 

	<p>Census 2018 and population projections Demographic data for the district, including population projections, has also been collated and presented to Sport Waikato staff for consideration in decision making. This data will also contribute to the renewal of the district physical activity plan in alignment with the 2024 LTP process.</p>		
<p>Contribute to Council conversations about play, active recreation and sport via regular meetings and collaboration on key projects</p>	<p>Sport Waikato would like to thank the Waitomo District Council for their willingness to allow the Regional Connectivity Coordinator a regular hot desk arrangement within council offices, specifically within the community facilities team, that has allowed for these types of conversations to take place on a regular basis.</p> <p>Supporting Council with the Town Concept Planning process. Connecting the Sports Clubs and Active Recreation providers to attend the workshop and information sessions. Reinforcing the opportunity to have some influence by sharing their needs and vision within this planning process.</p>	<p>Continue to have conversations with and work alongside Council to engage teams within Council to consider and embrace play, active recreation and sport in their planning and collaborative projects</p>	
<p>Increase collaboration and connection between key stakeholders in play, active recreation and sport in the district through community partnerships</p>	<p>A key role of Sport Waikato staff is to support connections between key stakeholders in play, active recreation and sport to enhance community outcomes. Key projects where Sport Waikato is supporting this type of action is involvement in the King Country Indoor Stadium project and the District Sport and Active Recreation Advisory Group</p>	<p>Continue to work alongside key stakeholders who activate play, active recreation and sport opportunities across the district. Continue with membership on this advisory group.</p>	
<p>Lead the development and review of the district sport and recreation plan, in collaboration with the District Council</p>	<p>Much of the work of the Sport Waikato Regional Connectivity Coordinator is informed by the district Sport and Active Recreation Plan, which was finalised and adopted in 2020. This is an evidence-based plan that combines local and regional insights, including participation and demographic trends.</p> <p>Sport Waikato has had ongoing productive conversations with Waitomo District Council around the renewal of these plans which has led to a formation of a Steering Group which is driving the development of the next edition of the Plan. Sport Waikato is currently in the Data Collection and Analysis stage of plan development with Community, Club and RSO surveying planning to be released in across June and July.</p>	<p>Aspects of Waitomo District Play Active Recreation and Sport Plan required updating (due to further insights obtained within the last year). The refresh of this Plan will provide some key insights into the future of play, active recreation and sport investment in the next iteration of the Waitomo Long Term Plan 2024 – 34.</p>	
<p>Identify opportunities to appropriately celebrate positive sport and recreation outcomes</p>	<p>In January of 2022 – the Waikato Sport & Active Recreation Awards, hosted by Sport Waikato were held at the Claudelands Event Centre to restricted numbers under the Covid Protection Framework. Following the success of the 2020 awards, this community-focused celebration of connection, partnerships, diversity and inclusion and activation of spaces included three new categories – commitment to youth engagement; community unsung hero; and community coach.</p>	<p>Sport Waikato will continue to celebrate these new award categories, not least because they align with our strategic outcomes, but importantly because these individuals, groups and initiatives often go unrecognised without such an awards format.</p>	





	<p>Waitomo was represented this year with a 1 nomination who made the finals On the night, Nano (Rangi) Te Whare picked up the award for Outstanding Community Coach – a community coach who creates positive team culture, provides a great experience and encourages fair play and commitment to Balance is Better/Good Sports principles.</p>		
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REGIONAL SPORT WAIKATO PROGRAMME UPDATES

Programme	Locally-Specific Programme Updates
Regional Sector Support - Sector Capability	<p>Sport Waikato’s Sector Capability work across this reporting period has included meeting with 16 RSO’s that deliver sport to the greatest mass of participants in the region (Rugby, Netball, Cricket, Football, Hockey, Basketball, Volleyball, Badminton, Athletics, Touch). There is a real desire for these sports to work collaboratively together to approach concerns and issues in sport (particularly in the Rangatahi/secondary school space). All of our RSO network continue to receive fortnightly updates with news from Sport NZ and the wider sector. We have also administered, on behalf of Sport NZ, The Covid Regional Hardship Fund designed to support sporting organisations struggling with finances as a result of the 2020 lockdowns. We received 69 applications, with 68 being successful.</p> <p>A presentation on Balance is Better was made at the Regional Spaces and Places Council Forum and interest has been shown in the Season Transition Guidelines by other Council partners. Netball WBOP have become the third of the ‘Big 5 RSO’s’ to sign up to the Season Transition Guidelines, which will ensure that codes are operating in their appropriate ‘season windows’ enabling both adequate maintenance of facilities and down time from participation for those who play multiple codes.</p>
Secondary Schools	<p>WSSSA – this Principal Executive group is going through the process of updating the 3 year strategy with Sport Waikato’s support. This group leads and drives the sporting landscape for Waikato secondary schools, so ensuring their strategy has a Balance is Better and Good Sports lens, as well as a focus on building positive relationships with our RSO’s are key factors.</p> <p>We visited and met with the Principals and key sport staff of 35 schools to understand their challenges and strengths post Covid. We have a record number of schools (19) signed up to commence the Voice of Rangatahi survey in the coming months. This will provide us with invaluable insights to help meet the sport, active recreation and play needs of secondary school students in our region. We have the 2021 Regional Census profile completed which illustrates a slight increase in participation from 2020, and slightly above the national average. Both the Voice of Rangatahi and Census data will help schools to shape their sport plans and ensure they are meeting the needs of their students, as well as working to their strengths with regards to resources and supports.</p>
Primary Learning	<p>At the beginning of this year the Covid-19 Omicron wave caused ripples through schools in the Waikato, with 70% of schools in the region managing Covid-19 cases by mid-March. In response, many schools limited contact with ‘unessential’ workers (which largely included our Sport Waikato workforce) and as such to continue on with our work, the Professional Learning Partners needed to be flexible and adapt, once again, to accommodate the schools they were working in to. We engaged with schools and teachers through a mix of kanohi ki te kanohi (face to face engagement) and the effective use of digital platforms. Our work focuses on building teacher and school capability to deliver Health and Physical Education in ways that support increased tamariki physical activity levels and feelings of wellbeing. In order to achieve these aims, we work through key processes of strength and needs analyses, action planning and capability building of teachers and schools through Professional Learning Development (PLD). We are currently working within 11 Kaahui Ako across the Waikato region (including Thames, Paeroa, Waihi, Tokoroa, Putaruru, Waitomo, Otorohanga, Ngaruawahia, Catholic Schools, and within Hamilton City) and also some schools that sit outside the Kaahui Ako framework, in total we are working, with varying levels of engagement, with just over 100 schools in the Waikato</p>



<p>Early Childhood</p>	<p>The Early Childhood team continue to work alongside the Primary team to promote Kahui Ako recognising the strengths of all age groups working together from birth to high school. The team continues to connect with leads, centres, and organisations with the aim of influencing the practices of kaiako to include more attention to movement through play and fundamental movement skill progressions. As we work with centres, we find them asking for a variety of activities that will enhance both the physical and emotional well-being of tamariki. Eg, movement promote both physical health as well as mental health. We link it to 'a happy child is a learning child' using documents such as Te Whariki (ECE curriculum) and Te Whare Tapa Wha (Maori health model). The Early Childhood team continue to work in collaboration with the Waikato Kindergarten Association with a focus on supporting the kaiako to understand how play affects brain development and "what learning comes out of play". We are also supporting connections in Otorohanga, Te kuiti and Ngaruawahia areas. Most of these centres are not in a Kahui Ako so we are working with them to promote a stronger community focus, which will support shared professional learning opportunities.</p>
<p>This is ME®</p>	<p>This is ME® is a part of both the Regional Coordination Group and Fan Festival Working Group for the Women's FIFA World Cup 2023. We are now a WiSPA Insights Partner and have contributed 3 regional case studies to the national platform (Backyard/Sista Smash, Ikura Workshops, and Taupo Golf Series). This is ME® were given a Merit Award at the most recent Recreation Aotearoa's Recreation Awards, and we are due to present on our work at the November 2022 conference in Nelson. Our Young Women's Breakfast in partnership with H3 and YWCA of Hamilton attracted 48 attendees from around the region. An emphasis was placed on Secondary School aged females and the YWCA sponsored a number of young women to attend.</p>
<p>The Waikato Regional Active Spaces Plan (WRASP)</p>	<p>Sport Waikato continues to guide the progression of facility development priorities projects, optimisation and governance initiatives outlined in the Waikato Regional Active Spaces Plan (WRASP), along with supporting partners with spaces and places planning advice, growing the region's facilities planning network. In May, the first Regional Spaces and Places forum was held for our Council stakeholders with attendance from all territorial authorities across the region along with presentations from Sport NZ, Global Leisure Group, Recreation Aotearoa and Sport Waikato staff members. The focus of the first forum for the year was on the priorities outlined in the 2021 Waikato Regional Active Spaces Plan with a lens on regional strategy development and insights across the Play, Active Recreation and Sport Sector. This forum followed the WRASP Advisory Group meeting which was held in March, with this group focusing on the work programme for the year that guides the delivery of the priorities in the plan, including a focus on the development of the Natural Bodies of Water plan and Regional Funding Framework to help inform future decision making and investment. The WRASP Advisory Group membership has now increased to include representation from Waikato Regional Council and Trust Waikato, along with establishment partners including Sport Waikato, Sport NZ and Local Territorial Authorities. Covid 19 has ensured that there needs to be an increased focus on sustainability and optimisation regarding spaces and places planning.</p>



Document No: A628785

Report To: Council



Meeting Date: 30 August 2022

Subject: **Introduction of 2022 Tuia Programme Rangatahi - Te Awhina Anderson**

Type: Information Only

Purpose of Report

- 1.1 The purpose of this business paper is to advise Council that Te Awhina Anderson will be present at 9.30am to introduce herself and address the Council on her involvement in the 2022 Tuia Programme to date.

The Tuia Programme

- 2.1 The Tuia programme is an intentional, long term, intergenerational approach to develop the leadership capacity of young Maori in communities throughout New Zealand. The programme involves Mayors selecting a rangatahi (young person) from their district to mentor on a one-to-one basis, to encourage and enhance leadership skills. It is envisaged the rangatahi will be mentored on a monthly basis, involving both informal meetings and formal occasions that will assist the young person's development as a local leader. The relationship also provides both partners with the opportunity to gain a deeper insight into inter-generational issues, cultural values and experiences.
- 2.2 Selected rangatahi are expected to undertake and record a 100 hour community service project in their respective communities. This will provide the young person an opportunity to share their experiences, practice new strategies and demonstrate leadership.
- 2.3 Rangatahi will also have the opportunity to build peer networks with graduates of the Programme, obtain support and receive leadership training by attending four leadership development wānanga over the course of the year.

2.4 How The Programme Works

- Mayors develop a 'one-to-one' mentoring relationship with a rangatahi in their community over a twelve month period (minimum).
- Both parties commit to meet at least once a month to share ideas, engage in local issues and develop a relationship based on trust and respect.
- The Mayor provides opportunities to explore local government and civic leadership (via events/hui and informal training).
- The rangatahi provides opportunities for the Mayor to better understand their world view as a young Maori- growing up in their whanau, hapū, iwi and wider community.
- The Mayor and rangatahi both attend 4 wānanga throughout the year, focused on growing leadership skills and networks (all previous graduates attend with 100+ rangatahi from all over New Zealand).
- In each community, the rangatahi must also engage and/or develop a 'community service' project to pass on the learnings and take action.
- Building good networks between the rangatahi themselves is paramount. Graduates of the programme provide 'Peer support' and ongoing development opportunities with four years of participants (100+) coming together at the wānanga and social media.
- Leadership development is rangatahi driven and sustainable, with governance and support provided by the TUIA Charitable Trust and Mayors.

2.5 From 2011 to 2020 Tuia have had 56 councils, 19 Participating Iwi & Organisations and over 350 rangatahi participate in the kaupapa.

2.6 Who is eligible for the programme and how will they be selected?

2.7 The Mayor will select a young Maori who meets the following criteria:

- Is aged between 18-25 years
- Is actively involved in contributing to the wellbeing of their community at some level
- Is able to commit to being involved in this part-time programme for a minimum of 12 months
- Has support from others to participate in the programme (whanau/hapu/pakeke/employers/ community etc.)
- Is open minded and willing to contribute to discussions and workshops
- Is well organized and have the ability to manage their time and commitments effectively
- Is innovative, self managing and adaptable.

2.8 The Selection Process

2.9 Each participating Mayor in partnership with their community and past rangatahi participant (where applicable) will select the candidate against the criteria outlined above. Each Mayor will determine what process they deem to be the most effective in order to identify their candidate. These may include but are not limited to the following examples:

- Personal application (e.g. essay / presentation)
- A nomination and selection process
- A personal choice
- In consultation with community groups
- On the advice of iwi and hapu groupings
- On the advice of the council's community development advisors

Suggested Resolutions

The verbal report from Te Awhina Anderson, 2022 Tuia Programme Rangatahi, be received.



MICHELLE HIGGIE
MANAGER – GOVERNANCE SUPPORT

Document No: A628897

Report To: Council



Meeting Date: 30 August 2022

Subject: **Hearing of Submissions to the Freedom Camping Bylaw**

Type: Decision Required

Purpose

- 1.1 The purpose of this business paper is to present copies of all submissions received to Council's Freedom Camping Bylaw and to provide a schedule of the Submitters who have indicated they wish to speak in support of their written submissions to the Freedom Camping Bylaw.
- 1.2 Distributed separately is a Submission Booklet comprising copies of all submissions received for the Freedom Camping Bylaw consultation.

Commentary

- 2.1 Council's Freedom Camping Bylaw was first adopted in November 2018 and came into effect 1 January 2019. Pursuant to section 13 of the Freedom Camping Act 2011 (the Act), Council is required to review its Bylaw within five years of it being adopted.
- 2.2 As part of the review, Council officers have made some minor amendments and updates to the Bylaw, such as removal of the Kiritehere Cemetery Reserve as a restricted area for freedom camping as it has been identified as a Site or Area of Significance to Māori (SASM) and is therefore being classified as a prohibited camping area. However, an additional area within the road reserve has been identified for freedom camping. Council staff have already installed a fence to ensure that vehicles do not park on the Cemetery Reserve.
- 2.3 Public consultation was undertaken over the period Friday 8 July 2022 to Friday 5 August 2022 on. A total of 39 submissions have been received, no late submissions were received.

Hearings Process

- 3.1 Elected Members must consider all submissions without pre-determination and with an open mind. This does not mean that Elected Member's cannot have an opinion – it simply means that Elected Members must be prepared to listen to alternative views and consider these.
- 3.2 Six submitters have indicated they wish to be heard in support of their written submissions as follows:

Submission No.	Submitter Name
39	Maria Willison
34 and 35	Natasha Willison
24	Nora Haupokia
37	Jon Te Whau (TBC)
14	Greg M (TBC)
15	Paerau Bell (TBC)

- 3.3 Any additional content submitted during the hearing of Submitters is to be noted and referred for deliberation, together with all of the written submissions received, later in this meeting.

Suggested Resolutions

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

Submission No.	Submitter Name
39	Maria Willison
34 and 35	Natasha Willison
24	Nora Haupokia
37	Jon Te Whau (TBC)
14	Greg M (TBC)
15	Paerau Bell (TBC)

- 3 Council note the verbal submissions made and refer them for deliberation later in this meeting.
- 4 Council acknowledge its appreciation to the Submitters for participating in the consultation process.



CHARMAINE ELLERY
MANAGER STRATEGY AND POLICY



ALEX BELL
GENERAL MANAGER – STRATEGY AND ENVIRONMENT

23 August 2022

Attachment: Draft Freedom Camping Bylaw (A619805)

Separate Enclosure: Submission Booklet: Freedom Camping Bylaw

DRAFT

Waitomo District Council

**Freedom Camping Bylaw
2022**

First Adopted:	August 2018
Review History:	June 2022
Date of Next Review:	June 2032
Responsibility:	Infrastructure Services
Adopted by:	Council (27 November 2018)
Associated Documents:	Freedom Camping Act 2011

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Pursuant to the powers vested in it by the Freedom Camping Act 2011, the Waitomo District Council makes this Bylaw.

The following note is explanatory and is not part of the Bylaw:

This Bylaw applies only to the areas under the control of the Waitomo District Council. Compliance with this Bylaw does not remove the need to comply with all applicable Acts, regulations, bylaws, and rules of law. This includes complying with any parking or other traffic restrictions in any area, any restrictions on keeping of animals, not littering, not lighting fires in breach of any fire ban, not making excessive noise, and complying with the directions of enforcement officers. This Bylaw should also be read alongside the Freedom Camping Act 2011.

TITLE | TAITARA

This Bylaw may be cited as the Waitomo District Council Freedom Camping Bylaw 2022.

COMMENCEMENT | TĪMATA

The initial resolution to make this Bylaw was passed by the Waitomo District Council at an ordinary meeting of the Council held on 25 September 2018 and was adopted following consideration of submissions received during the special consultative procedure, by a resolution at a meeting of the Council on 27 November 2018. The bylaw came into force on 1 January 2019.

PURPOSE AND SCOPE | TE ARONGA ME TE KORAHĪ

1. The purpose of this Bylaw is to control freedom camping in the District in order to:
 - (a) Protect local authority areas;
 - (b) Protect the health and safety of people who may visit local authority areas;
 - (c) Protect access to local authority areas.
2. The scope covered by the term Freedom Camp for the purpose of this Bylaw is the same definition given in the Act:
 - 2.1 In this [Bylaw], freedom camp means to camp (other than at a camping ground) within 200m of a motor vehicle accessible area or the mean low- water springs line of any sea or harbour, or on or within 200m of a formed road or a Great Walks Track, using 1 or more of the following:
 - (a) A tent or other temporary structure;
 - (b) A caravan;
 - (c) A car, campervan, house-truck, or other motor vehicle.
 - 2.2 In this [Bylaw], freedom camping does not include the following activities:
 - (a) Temporary and short-term parking of a motor vehicle;
 - (b) Recreational activities commonly known as day-trip excursions;
 - (c) Resting or sleeping at the roadside in a caravan or motor vehicle to avoid driver fatigue.
 - 2.3 In this [Bylaw], camping ground means
 - (a) A camping ground that is the subject of a current certificate of registration under the Camping-Grounds Regulations 1985;

- (b) Any site at which a fee is payable for camping at the site

2.4 In this [Bylaw], Great Walks Track means

- (a) A track specified in Schedule 1 (of the Act); and
(b) Any other track specified by Order in Council made under section 44 (of the Act) as a Great Walks Track.

DEFINITIONS | NGĀ WHAKAMĀRAMATANGA

Act	Freedom Camping Act 2011
Certified self-contained vehicle	Refers all vehicles designed and built for the purpose of camping which is practically configured to meet the ablutionary and sanitary needs of occupants of that vehicle for a minimum of three days, without requiring any external services or discharging any waste and complies with New Zealand Standard 5465:2001, as evidenced by the display of a current self- containment warrant issued under New Zealand Standard Self-Containment of Motor Caravans and Caravans, NZS 5465:2001 and any subsequent amendments.
Chief Executive	The person for the time being exercising the functions of the Chief Executive of the Council.
District	The territory contained within the Waitomo District as defined in Schedule 2 to the Local Government Act 2002.
Council	Waitomo District Council
Night	The time period between 10pm and 9am
Waste receptacle	A receptacle or facility that is provided for the purposes of disposing of waste (for example, a rubbish bin, public toilet, a public dump station or public transfer station).

BYLAW | PĀERO

1. Local authority areas where freedom camping is permitted

- 1.1. Freedom camping is permitted in any local authority area within the District unless it is prohibited or restricted.
- a) By this Bylaw; or
b) Under any other enactment or bylaw

2. Prohibited Areas

- 2.1. A person must not freedom camp in any local authority area in the District in any vehicle that is not a certified self-contained vehicle.
- 2.2. A person must not freedom camp in any tent or temporary structure in any local authority area, except as allowed in clause 7.
- 2.3. A person must not freedom camp in any local authority area described in Schedule 1 and marked red on the maps in Schedule 3.

3. Restricted Areas

- 3.1. In any area described in Schedule 2 and marked blue on the maps in Schedule 3, freedom camping is allowed subject to the following restrictions:
- (a) The freedom camping must only take place in a certified self-contained vehicle as specified in Schedule 2; and
 - (b) The maximum period of stay in any location within a blue area is two consecutive nights on no more than two separate occasions in any calendar month (unless otherwise detailed in the schedule); and
 - (c) Other restrictions as specified in Schedule 2.
- 3.2. In any area described in Schedule 2 and marked yellow on the maps in Schedule 3, freedom camping is allowed subject to the following restrictions:
- (a) The freedom camping must only take place in a certified self-contained vehicle non-self-contained vehicle or tent as specified in Schedule 2; and
 - (b) The maximum period of stay in any location within a yellow area is two consecutive nights on no more than two separate occasions in any calendar month (unless otherwise detailed in the schedule); and
 - (c) Other restrictions as specified in Schedule 2.
- 3.3. In any area described in Schedule 2 and marked green on the maps in Schedule 3, tenting only is allowed in the location defined, subject to other restrictions as defined in Schedule 2.
- 3.4. In clauses 7.1(b) and 7.2(b) "location" means the land within 500m of the place where the certified self-contained vehicle or tent is situated for the purpose of freedom camping.

4. Prior permission from Council

- 4.1. The Chief Executive of the Council may temporarily waive or modify the freedom camping restrictions in clauses 6 and 7 of this Bylaw. Permission may be granted by the Chief Executive with or without conditions
- 4.2. Application for permissions must be made:
- (a) In writing;
 - (b) Provide sufficient detail about the proposed camping including information about how the applicant will manage all human and other waste generated while freedom camping; and
 - (c) Be made at least 20 working days in advance of the date planned for freedom camping in the area where the prohibition or the restrictions apply.

The following note is explanatory and is not part of the Bylaw:

The purpose of this clause is to enable permission for temporary sites for freedom camping in prohibited or restricted areas, for example associated with one-off events.

5. Council may temporarily close an area to freedom camping

- 5.1. The Chief Executive of the Council may temporarily close or restrict freedom camping in any area or part of any area where the closure or restriction is considered necessary to:
- (a) Prevent damage to the local authority area or facilities in the area; or
 - (b) Allow maintenance to the local authority area or facilities; or
 - (c) Protect the safety of persons or property; or
 - (d) Provide for better public access, including in circumstances where events are planned for that area.
- 5.2. Notice will be given of any temporary closure or restriction, and the removal of any closure or restriction, in any manner the Chief Executive considers is appropriate to the reason for the closure or restriction. Prior notice of any temporary closure or restriction will be given where possible.

The following note is explanatory and is not part of the Bylaw:

Notice given by the Council may include any of the following: a sign erected in the area; and/or advertising on the Council's website or on the radio; and/or a public notice in the paper.

6. Offence and Penalties

- 6.1 As specified by section 20(1) of the Act, every person commits an offence who:
- (a) freedom camps in a local authority area in breach of any prohibition or restriction in this Bylaw that applies to the area; or
 - (b) makes preparations to freedom camp in a local authority area in breach of any prohibition or restriction in this Bylaw that applies to the area
- 6.2 As specified by section 23(1) of the Act, every person who commits an offence set out in clause 10(1) is liable to an infringement fee (fine) of \$200.

The following note is explanatory and is not part of the Bylaw:

Section 20 of the Act provides for the above offences and also for other offences, such as not properly disposing of waste into a waste receptacle, damaging or interfering with the flora and fauna in an area, and obstructing or threatening an enforcement officer. Section 22 of the Act sets out defences to a freedom camping offence. The defences include that an offence was committed due to an action or event beyond the control of the defendant that could not reasonably have been foreseen, or the act was necessary to protect life or health, prevent injury or serious damage to property. Council officers use their discretion when investigating freedom camping complaints, which will include consideration of any defences that may be available to a person.

Common Seal of Waitomo District Council:

The Common Seal of the Waitomo District Council
was hereto affixed in the presence of:

Mayor

Chief Executive

SCHEDULE 1 | WAHANGA 1

Prohibited Areas for Freedom Camping

A person must not freedom camp in any local authority area described in the table below.

Area Name / Description	Map Reference
Te Kuiti Cemetery (new)	1
Te Kuiti Cemetery (old)	1
Te Kuiti Domain – Te Kuiti	1
Brook Park – Te Kuiti	1
Redwood Park –Te Kuiti	1
Te Kuiti Skateboard Park – Te Kuiti	1
Centennial Park – Te Kuiti	1
Rose Garden Reserve – Te Kuiti	1
Rukuhia Domain – Piopio	2
Kara Park - Piopio	2
Piopio Cemetery	2
Mokau Esplanade (Aria Terrace) and Point Road (including carpark) - Mokau	3
Carpark area opposite Whitebait Inn - Mokau	3
Tokopapa Street (including carparking area) – Mokau	3
Takarei Terrace Recreation Reserve – Mokau	3
Boat Ramp carparking, Te Kauri Road – Mokau	3
Beach Road - Mokau	3
Tainui Street – Mokau	3
Rangi Street – Mokau	3
Oha Street - Mokau	3
Mokau Cemetery	3
Carpark Area, Moana Quay – Marokopa	4
Esplanade – Marokopa	4
Marokopa Recreation Reserve – Carley Reeve Drive Marokopa	4
Moerua Street - Marokopa	4
Rauparaha Street - Marokopa	4
Marokopa Road - Marokopa	4
Carley Reeve Drive - Marokopa	4
Kiritehere Cemetery Reserve (cemetery portion only)	4
Benneydale Domain – Benneydale (part)	5
Benneydale Hall – Maniaiti Road - Benneydale	5
Benneydale public toilets – State Highway 30, Benneydale	5
Boat Ramp carpark – Te Waitere	6
Te Waitere Cemetery	6
Iredale Quay River Esplanade – Awakino	7
Awakino Heads Esplanade - Awakino Heads Road – Awakino	7
Aria Cemetery	8
St Helen Domain - Aria	8
Mapiu Cemetery	9
Mapiu Domain – Mapiu	9
Waikawau Beach/Tunnel Recreation Reserve	10
Kinohaku Hall – Kinohaku	11
Waitomo Village Road – Waitomo	13

SCHEDULE 2 | WAHANGA 2

Restricted Areas for Freedom Camping

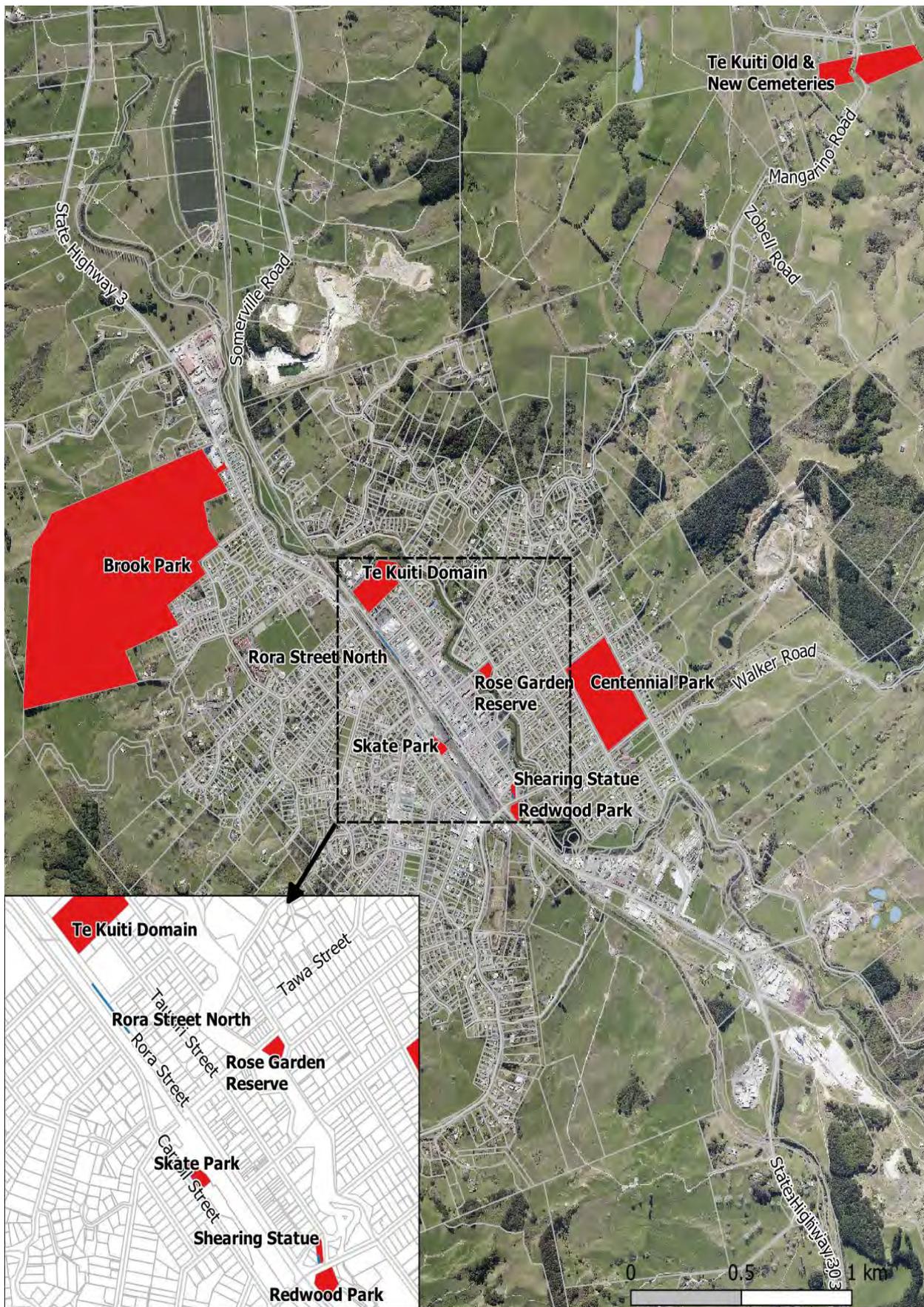
Freedom camping is allowed in any local authority area described in the table below subject to the following general and area specific restrictions:

General Restrictions

- a) The freedom camping must only take place in a certified self-contained vehicle or tent as specified in the table below.
- b) The maximum period of stay in any location is two consecutive nights on no more than two separate occasions in any calendar month.
- c) Freedom camping in certified self-contained vehicles is restricted to the signposted area (where signposted). Space will be available on a 'first-in first-served' basis.
- d) Unless subject to area specific restrictions all vehicles being used for freedom camping must depart by 9am.
- e) All vehicles being used for freedom camping must be legally parked and any possessions associated with freedom camping contained within a single, defined carparking space. If undefined, vehicles must park in a courteous manner to allow other vehicles to also park within the signposted area, with all possessions no more than 1 metre from the vehicle in any direction.
- f) All vehicles being used for freedom camping must be parked clear of any entry and exit points to the site.
- g) No person may light any fire while freedom camping in a local authority area except in a place specifically provided by the Council for that purpose, or with the prior written permission of Council.
- h) All waste must be disposed of into an appropriate waste receptacle or removed from site.
- i) The site must be left in a clean and tidy state.
- j) Every person must leave and not return if required to leave by an Enforcement Officer under the Act.
- k) All conditions stipulated on any signs in the local authority area must be complied with.

Area Name	Area specific restrictions	Map reference
Shearing Statute (Municipal) Reserve – Te Kuiti	Maximum of 6 self-contained vehicles in defined area only. No tenting.	1
Rora Street North	Self-contained vehicles only. No tenting.	1
Tui Park - Piopio	No time restrictions. Self-contained, non self-contained and Tenting allowed.	2
Kiritehere Cemetery Reserve (excluding fenced cemetery portion) Road reserve area next to Kiritehere Cemetery Reserve	Maximum of 14 consecutive nights.	4
Benneydale Domain (part)	Self-contained vehicles only. No tenting.	5
Te Waitere Reserve	Self-contained and non-self-contained vehicles. No tenting.	6
Te Anga Road Scenic Lookout	Maximum of 3 self-contained vehicles. No tenting	12

SCHEDULE 3 | WAHANGA 3
Maps

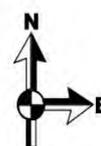


MAP 1 - Te Kuiti

Waitomo District Council
Freedom Camping Restricted
and Prohibited Areas

Legend

- Prohibited Areas for Freedom Camping
- Restricted Areas for freedom Camping**
- Self Contained
- Self Contained and Non-Self Contained





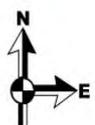
MAP 2 - Piopio



Waitomo District Council
Freedom Camping Restricted and
Prohibited Areas

Legend

-  Prohibited Areas for Freedom Camping
- Restricted Areas for Freedom Camping**
-  Self Contained
-  Self Contained and Non-Self Contained





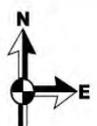
MAP 3 - Mokau

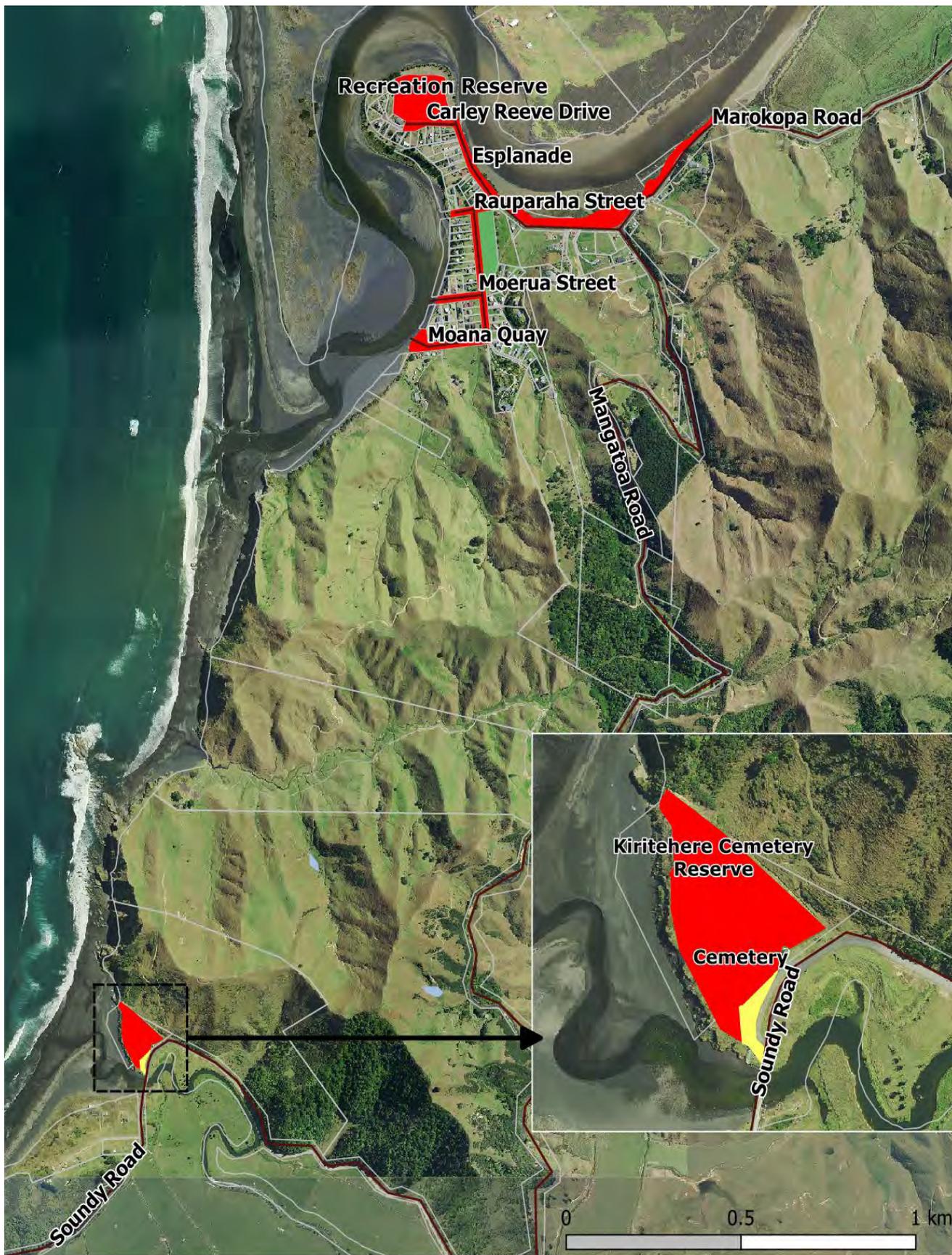


Waitomo District Council
Freedom Camping Restricted and Prohibited Areas

Legend

- Prohibited Areas for Freedom Camping
- Restricted Areas for Freedom Camping**
- Self Contained
- Self Contained and Non-Self Contained

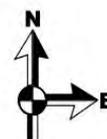




MAP 4 - Marokopa
 Waitomo District Council
 Freedom Camping Restricted
 and Prohibited Areas

Legend

- No Freedom Camping
- Restricted Areas for Freedom Camping**
- Self Contained
- Self Contained and non-Self Contained





MAP 5 - Benneydale

Waitomo District Council
Freedom Camping Restricted and Prohibited Areas

Legend

Prohibited Areas for Freedom Camping

Restricted Areas for Freedom Camping

Self Contained
Self Contained and Non-Self Contained





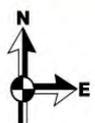
MAP 6 - Te Waitere



Waitomo District Council
Freedom Camping Restricted and
Prohibited Areas

Legend

- Prohibited Areas for Freedom Camping
- Restricted Areas for Freedom Camping**
- Self Contained
- Self Contained and Non-Self Contained





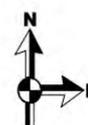
MAP 7 - Awakino

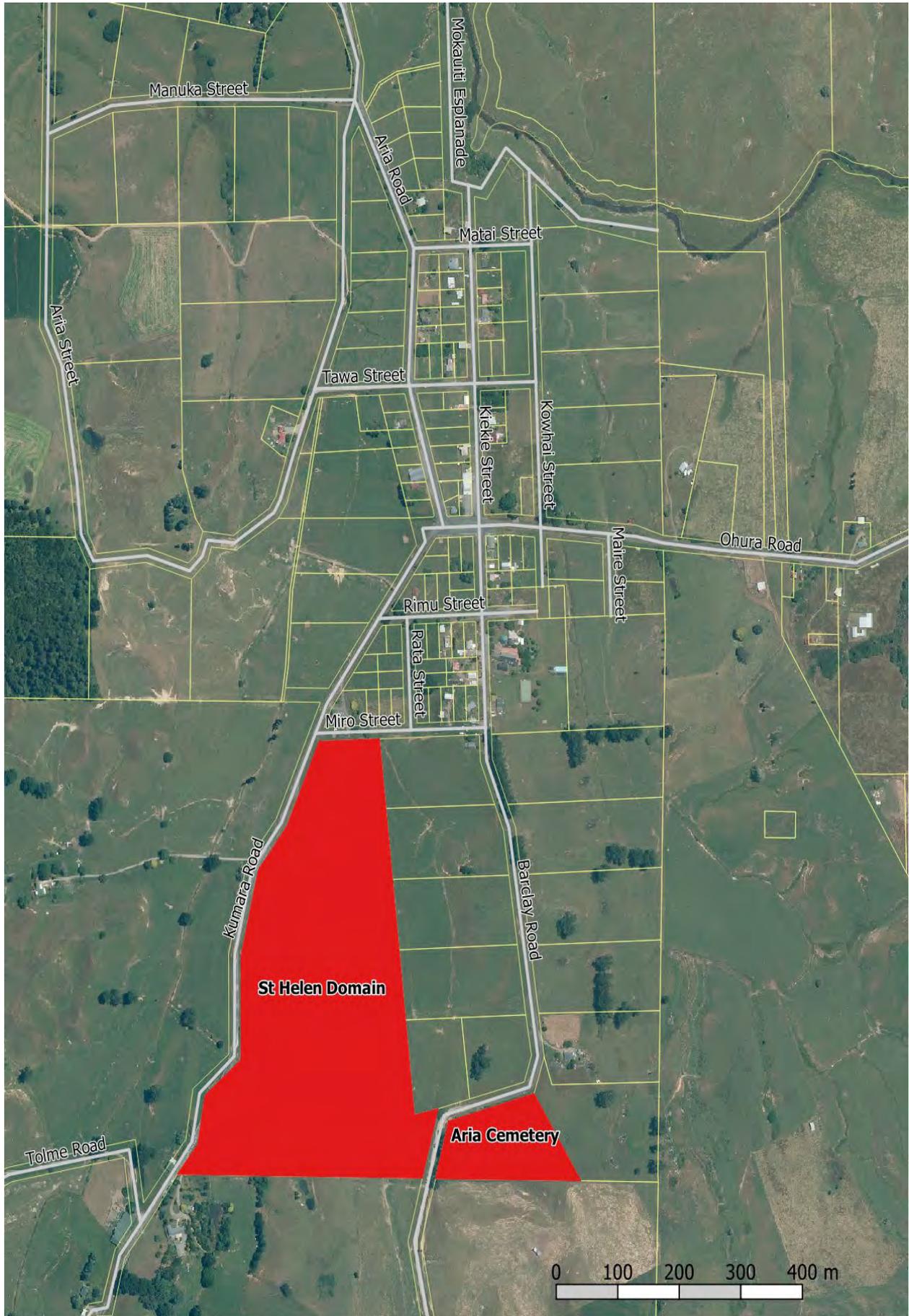


Waitomo District Council
Freedom Camping Restricted and
Prohibited Areas

Legend

-  Prohibited Areas for Freedom Camping
- Restricted Areas for Freedom Camping**
-  Self Contained
-  Self Contained and Non-Self Contained





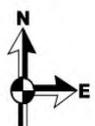
MAP 8 - Aria



Waitomo District Council
Freedom Camping Restricted and
Prohibited Areas

Legend

- Prohibited Areas for Freedom Camping
 - Self Contained
 - Self Contained and Non-Self Contained
- Restricted Areas for Freedom Camping**





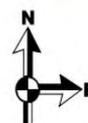
MAP 9 - Mapiu



Waitomo District Council
Freedom Camping Restricted and
Prohibited Areas

Legend

- Prohibited Areas for Freedom Camping
 - Self Contained
 - Self Contained and Non-Self Contained
- Restricted Areas for Freedom Camping**



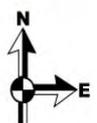


MAP 10 - Waikawau

Waitomo District Council
Freedom Camping Restricted and
Prohibited Areas

Legend

-  Prohibited Areas for Freedom Camping
- Restricted Areas for Freedom Camping**
-  Self Contained
-  Self Contained and Non-Self Contained





MAP 11 - Kinohaku



Waitomo District Council
Freedom Camping Restricted and Prohibited Areas

Legend

 Prohibited Areas for Freedom Camping

Restricted Areas for Freedom Camping

 Self Contained

 Self Contained and Non-Self Contained





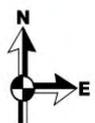
MAP 12 - Te Anka



Waitomo District Council
Freedom Camping Restricted and
Prohibited Areas

Legend

- Prohibited Areas for Freedom Camping
- Restricted Areas for Freedom Camping**
- Self Contained
- Self Contained and Non-Self Contained





MAP 13 - Waitomo Village

Waitomo District Council
Freedom Camping Restricted and Prohibited Areas

Legend

 Prohibited Areas for Freedom Camping

Restricted Areas for Freedom Camping

 Self Contained

 Self Contained and Non-Self Contained



Document No: A628796

Report To: Council



Meeting Date: 30 August 2022

Subject: **Declaration of Members' Conflicts of Interest**

Type: Declarations Required

Purpose of Report

- 1.1 The purpose of this business paper is for elected members to –
- 1 Declare interests that may be deemed a potential conflict with their role as an elected member relating to the business papers for this meeting, and
 - 2 Declare any interests in items in which they have a direct or indirect pecuniary interest as provided for in the Local Authorities (Members' Interests) Act 1968.

Commentary

2.1 **Conflicts of Interest**

2.2 Every elected member has a number of professional and personal links to their community. They may own a business or be a member on a board or organisation. They may have a pecuniary (financial) interest or a non-pecuniary (non-financial) interest. These interests are a part of living in the community which they need to make decisions about in their role with Council.

2.3 Elected members are governed by the Local Authorities (Members' Interests) Act 1968 and are guided by the Auditor-General in how this Act is administered. In relation to pecuniary interests, the two underlying purposes of the Act are to:

- Ensure members are not affected by personal motives when they participate in local authority matters; and
- In contracting situations, prevent members from using their position to obtain preferential treatment from the authority (the Council).

2.4 Non-pecuniary interests relate to whether an elected member could be in danger of having a real or perceived bias for an issue under consideration.

2.5 Elected members will also have interests that are considered no greater than the public at large. For example, most elected members will own a property and therefore be a ratepayer in the Waitomo District.

2.6 Conflicts of interest at times cannot be avoided, and can arise without anyone being at fault. They need not cause problems when they are promptly disclosed and well managed.

2.7 **Declarations of Interests and Conflicts**

2.8 At the beginning of each triennial council term, elected members are requested to disclose known interests on behalf of themselves (including spouses and partners). It is up to the elected member to judge whether they have any interests to declare. Some elected members may not have any, other elected members may have many.

2.9 As well as this, elected members may decide that they have an interest in a particular issue or item to be discussed at a meeting. There is a standing item on every meeting agenda for elected members to declare conflicts of interest.

- 2.10 These declarations should be clear as to whether there is just an "interest" with no pecuniary benefit and no greater benefit than to any member of the public, or they may be a Council appointed representative to an organization, or whether there is a "conflict of interest" in that there could potentially be a pecuniary or other direct benefit to the elected member.
- 2.11 Members who have declared a "conflict of interest" at the commencement of a meeting should make a further declaration when that item of business is considered and leave the meeting table (or the meeting room) and not take part in any discussion, debate or voting on the matter of conflict.
- 2.12 Attached to and forming part of this business paper is information to assist elected members in determining conflicts of interest.

Declarations

Mayor Robertson will invite elected members to give notice of any conflicts of interest relating to the business for this meeting.

In the event of a Declaration being made, the elected member must provide the following information relating to the Declaration:

Item(s) of Business on the Order Paper	Elected Member Name and Reason for Declaration	Type of Conflict Financial Non-Financial Conflict of Roles Pre-Determination
Item No -	•	•



MICHELLE HIGGIE
MANAGER – GOVERNANCE SUPPORT

Local Authority (Members' Interests) Act 1968

- 3.1 The Local Authority (Members' Interests) Act 1968 helps to protect the integrity of local authority decision-making by ensuring that Councillors are not affected by personal motives when they participate in Council decision-making and cannot use their position to obtain preferential access to contracts. This Act deals with two forms of "interest":
1. Pecuniary
 2. Non-pecuniary
- 3.2 **Pecuniary Interest**
- 3.3 The **two** specific rules in the Act are that members cannot:
1. Enter into contracts with their local authority worth more than \$25,000 (including GST) in a financial year unless the Auditor-General approves the contracts (referred to as the contracting rule). Breach of this rule results in automatic disqualification from office; and
 2. Participate in matters before the Council in which they have a pecuniary interest, other than an interest in common with the public (referred to as the participation rule). Breach of this rule is a criminal offence and conviction results in automatic disqualification from office
- 3.4 A pecuniary interest is one that involves money. This could be direct or indirect. It is sometimes difficult to decide whether an interest in a particular matter is pecuniary or some other kind. It is always the responsibility of elected members to make this decision, to declare any interest when appropriate and to ensure that as an elected member you comply with the Act's requirements at all times. The Act generally provides that no person shall be capable of being a member of Council if that person is concerned or interested in any contracts with the Council where the total payments made by the Council in respect of such contracts exceeds \$25,000 in any one financial year.
- 3.5 The Act also provides that an "interest" exists where a member's spouse is involved and/or where a member or their spouse is a major shareholder or have control or management of a company which contracts with Council or where the company has a pecuniary interest in the decision. It may also apply where your family trust has a contract with the Council.
- 3.6 The Act does provide that on application to it the Office of the Auditor General may give specific approval to a member being concerned or interested in a particular contract, in which case the provisions of the Act will not disqualify the Councillor from remaining in office. The approval needs be gained before the contract concerned is entered into.
- 3.7 The Act also requires that a member shall not vote or take part in the discussion of any matter in which he/she has any pecuniary interest, other than an interest in common with the public. This interest is required to be declared by the member and is noted in the minutes.
- 3.8 The Office of the Auditor General is the agency, which oversees this legislation and it also has the responsibility and power to institute proceedings against any member. The Act does not define pecuniary interest, however the Office of the Auditor-General uses the following test: "Whether, if the matter were dealt with in a particular way, discussing or voting on that matter could reasonably give rise to an expectation of a gain or loss of money for the member concerned."
- 3.9 In deciding whether you have a pecuniary interest you should consider the following factors: What is the nature of the decision being made? Do I have a financial interest in that decision – do I have a reasonable expectation of gain or loss of money as a result of making that decision? Is my financial interest one that is in common with the public? Do any of the exceptions in the Act apply to me? Could I apply to the Auditor-General for approval to participate?
- 3.10 Further guidance is provided in the booklet "Guidance for members of local authorities about the Local Authorities (Members' Interests) Act 1968" which has been provided to 5 elected members. It is important that you pay particular attention to the contents of this booklet as this is one of the few areas of the Council's business where staff do not set out to provide

pro-active advice and members are personally liable for compliance with the provisions of this Act.

3.11 Non-Pecuniary Interest

3.12 Non-pecuniary interest is any interest the member may have in an issue that does not involve money. A common term for this is "bias" or pre-determination. Rules about bias operate not only to ensure that there is no actual bias, but also so there is no appearance or possibility of bias. The principle is that justice should not only be done, but it should be seen to be done. Bias may be exhibited where:-

- By their statements or conduct a member may indicate that they have predetermined the matter before hearing or considering all of the relevant information on it (including the Council's debate); or
- The member has a close relationship with an individual or organisation affected by the matter.

3.13 Non-pecuniary interest is a difficult issue as it often involves matters of perception and degree. The question you need to consider, drawn from case law, is: "Is there, to a reasonable, fair-minded and informed observer, a real indication of bias on the part of a member of the decision making body, in the sense that they might unfairly regard with favour (or disfavour) the case of a party to the issue under consideration?" If there is, the member should declare their interest and withdraw from the debate and take no further part in the discussion of this item. The law about bias does not put you at risk of personal liability. Instead, the validity of the Council's decision could be at risk. The need for public confidence in the decision-making process is paramount and perception can be an important factor. Again the booklet provided by Office of the Auditor General provides some excellent advice and information on this issue.

Waitomo District Council Procurement Policy 2018

4.1 The following are extracts from WDC's Procurement Policy:

WDC's procurement activities will be conducted in line with the core Procurement Principles and a decision framework that ensures:

- **Adherence** – all procurement is required and is undertaken in accordance with the Procurement Policy and all other associated WDC Policies and Strategies;
- **Openness** - all procurement is made in an open and transparent manner with full and fair opportunity for all eligible suppliers;
- **Fairness** - all procurement is carried out in a fair manner and decisions are made with impartiality and without bias;
- **Integrity** - all WDC employees and/or authorises third parties undertaking procurement do so ethically, equitably and with behavioural standards of the highest levels;
- **Value for Money** – all procurement considers the costs and benefits over the life of the goods, services and/or works, and in doing so takes into consideration local procurement;
- **Risk** – all procurement considers the risks (commercial and otherwise) and ensures these are managed appropriately;
- **Lawfulness** - all procurement is within the law and meets WDC's legal and organisational obligations;
- **Accountability** - employees and/or authorised third parties and suppliers are accountable for their performance; and
- **Sustainability** - all procurement is environmental and socially sustainable wherever possible, having regard to economic, environmental, and social impacts over their lifecycle.

Conflict of Interest and Declarations Policy 2018

WDC is required to identify, disclose, document and manage employees' conflicts of interest, and to ensure that decisions made on behalf of WDC and the community are fair and free of bias or perceived bias.

Note: the words "decision" and "decisions" should be taken to include recommendations and advice:

- (a) that might significantly influence decisions that will be made by other people; or
- (b) on development of strategies and policies that will guide future WDC decision making on service provision, purchasing, contracting or staff employment.

WDC recognises that the professional and personal interests of employees mean that conflicts of interest sometimes cannot be avoided, and can arise without necessarily establishing a fault. Conflict need not cause difficulties, and can be managed so that the best interests of WDC and its ratepayers, residents or customers are served.

DEFINITION OF CONFLICT OF INTEREST

A **conflict of interest** exists when an employee could be influenced or could be perceived as being influenced by a personal or private interest in **any transaction** while performing their WDC duties and/or responsibilities. A personal or private interest is an interest that may bring benefit to an employee as an individual, or to others associated with the employee i.e. spouse or family member, to whom the employee may later benefit.

A **transaction** includes, but is not limited to:

- (a) the exercise or performance of a function, duty, or power of WDC; or
- (b) an arrangement, agreement, or contract to which WDC is a party; or
- (c) a proposal that WDC enter into an arrangement, agreement, or contract; or
- (d) development of a strategy or policy that will guide future decision making on service provision, purchasing, contracting or staff employment; or
- (e) the consideration of or decision made by or at a meeting of Council or its committees and subcommittees.

A Conflict of Interest may exist where the employee:

- will or may derive a benefit from the transaction – a financial, professional or personal benefit;
- has a financial interest in another party to a transaction;
- is a director, shareholder, officer or trustee of another party to the transaction, or is a person who will or may derive a financial benefit from the transaction;
- has an interest in another party tendering for work which WDC is considering; or
- is the partner, parent, child, spouse, sibling, or close friend of another party to the transaction, or a person who will or may derive a benefit from the transaction; or
- is an affected member or interested party in a proposal considered by Council.

WAITOMO DISTRICT COUNCIL

MINUTES OF A MEETING OF THE WAITOMO DISTRICT COUNCIL HELD IN THE COUNCIL CHAMBERS, QUEEN STREET, TE KUITI ON TUESDAY 26 JULY 2022 AT 9.00AM

Present: Mayor John Robertson
Deputy Mayor Guy Whitaker
Councillor Phil Brodie
Councillor Allan Goddard
Councillor Janene New (via Zoom)

In Attendance: Nicola Greenwell, Chief Executive, Hamilton and Waikato Tourism (via Zoom)
Emily Te Kanawa

Chief Executive, Ben Smit
Manager – Governance Support, Michelle Higgie
General Manager – Community Services, Helen Beever (via Zoom and in person)
General Manager – Strategy and Environment, Alex Bell (via Zoom and in person)
Manager – Strategy and Policy, Charmaine Ellery (for part only)
General Manager – Business Support, Alister Duncan (for part only)
General Manager – Infrastructure Services, Shyamal Ram (via Zoom for part only)
Special Projects Coordinator, Greg Boyle (via Zoom for part only)

1. Council Prayer

2. Presentation: Hamilton Waikato Tourism – Annual Report

Council received a presentation from Nicola Greenwell, Chief Executive, Hamilton and Waikato Tourism via Zoom presenting the Hamilton and Waikato Tourism Annual Report.

Cr Allan Goddard entered the meeting at 9.18am

Resolution

The Presentation from Hamilton and Waikato Tourism – Annual Report be received.

Robertson/Whitaker Carried

Nicola Greenwell, Chief Executive, Hamilton and Waikato Tourism, left the meeting at 9.27am.

3. Apologies

Resolution

The apology from Councillors Lisa Marshall and Allan Goddard (for lateness) be received and leave of absence granted.

Robertson/Brodie Carried

4. Deputation: Emily Te Kanawa – Traffic Calming Petition

Council received a deputation from Emily Te Kanawa presenting a petition relating to traffic calming techniques on Te Kumi Road Te Kuiti and other traffic calming techniques around schools and childcare centres in Te Kuiti.

Resolution

The Deputation from Emily Te Kanawa and the Petition for more traffic calming techniques be received.

Robertson/Goddard Carried

Emily Te Kanawa and the General Manager – Community Services left the meeting at 9.39am.

5. **Declarations of Member Conflicts of Interest**

Members declared interests/conflicts of interest in respect to the Agenda as set out below:

Item(s) of Business on the Order Paper	Member and Reason for Declaration	Type of Conflict <i>Financial / Non-Financial / Conflict of Roles / Pre-Determination</i>
Item 12 – Progress Report: King Country Indoor Sport and Recreation Centre	Cr New • Trustee on Game On Charitable Trust	Non-Financial

6. **Confirmation of Minutes – 5 July 2022**

Resolution

The Minutes of the Waitomo District Council meeting of 5 July 2022 be confirmed as a true and correct record.

Robertson/Goddard Carried

7. **Verbal Reports: Elected Member Roles and Responsibilities**

Elected members gave verbal reports on their individual portfolio roles and responsibilities as follows:

Council noted that due to the Covid, many scheduled meetings/events are still being cancelled with some meetings being convened online.

Deputy Mayor Whitaker

1. Legendary Te Kuiti Meeting
2. Legendary Te Kuiti Breakfast Meeting on 3 Waters
3. Waitomo Sister City
- 4.

Cr Goddard

1. Benneydale Hall Meeting
2. King Country River Care Meeting

Cr New

1. Legendary Te Kuiti Meeting
2. Legendary Te Kuiti Breakfast Meeting on Three Waters Reform
3. Legendary Te Kuiti Business After 5
4. Local Government New Zealand Zoom Meeting
5. Town Concept Plan Drop-In Centre – Te Kuiti
6. Candidate Information Evening with Warwick Lampp (electionz.com)
7. Violence Free Maniapoto
8. Waitomo Sister City

Cr Brodie

1. 3 King Country River Care Events
2. Waikato Regional Council On-farm Visit
3. Financial Fodder Meeting
4. Breakfast with Ben Smit
5. Candidate Information Evening with Warwick Lampp (electionz.com)
6. LGNZ RMA Reform Webinar
7. WRC Webinar on Fresh Water Policy Review
8. Town Concept Plan Drop-In Centre - Piopio

Mayor

1. Waikato Mayoral Forum
2. Mokau Site Visit – Erosion and recent Weather Patterns
3. Piopio v Taupo Rugby Match
4. Local Government New Zealand Conference

Resolution

The verbal reports be received.

Robertson/Brodie Carried

8. Mayor's Report – July 2022

Council considered the Mayor's Report for July 2022.

The General Manager – Business Support entered the meeting at 9.55am.

Resolution

The Mayor's Report – July 2022 be received.

Robertson/Goddard Carried

9. Adoption of Statement of Intent 2022/2023 for Co-Lab

Council considered a business paper presenting for adoption the Statement of Intent for Co-Lab.

The General Manager – Business Support expanded verbally on the business paper and answered Members' questions.

Resolution

- 1 The business paper on Adoption of Statement of Intent 2022/2023 for Co-Lab be received.
- 2 Council adopt the Statement of Intent for Co-Lab.
- 3 That the Statement of Intent for Co-Lab be published on Council's website.

Robertson/Whitaker Carried

The General Manager – Infrastructure Services entered the meeting at 10.03am.

10. Adoption of Statement of Intent 2022/2023 for Inframax Construction Limited

Council considered a business paper presenting for adoption the Statement of Intent for Inframax Construction Limited.

The Special Projects Coordinator entered the meeting at 10.06am.

The General Manager – Business Support and Mayor expanded verbally on the business paper and answered Members’ questions.

Councillors expressed concern that the Statement of Intent as presented is significantly different to the draft Statement of Intent considered earlier in the year without any explanation for the changes.

Councillors noted the need to reinstate regular meetings between Council’s Investment Review Working Party and Inframax Construction Ltd.

Resolution

- 1 The business paper on Adoption of Statement of Intent 2022/2023 for Inframax Construction Limited be received.
- 2 Council adopt the Statement of Intent for Inframax Construction Limited.
- 3 The Statements of Intent for Inframax Construction Limited be published on Council’s website.

Robertson/Brodie Carried

11. Statement of Intent 2022/2023 for Local Government Funding Agency Limited

Council considered a business paper presenting for information the Statement of Intent for the Local Government Funding Agency.

The General Manager – Business Support expanded verbally on the business paper and answered Members’ questions.

Resolution

- 1 The business paper on Statement of Intent 2022/2023 for Local Government Funding Agency Limited be received.
- 2 Council notes the Statement of Intent for the Local Government Funding Agency.

Robertson/Whitaker Carried

The General Manager – Strategy and Environment and Manager – Strategy and Policy entered the meeting at 10.17am

12. Progress Report: King Country Indoor Sport and Recreation Centre

Council considered a progress report on the building phase of the King Country Indoor Sport and Recreation Centre.

The General Manager – Community Services and Special Projects Coordinator expanded verbally on the business paper and answered Members’ questions.

The short video clip of drone footage was shown to the Council of progress on the build phase as at 22 July 2022.

Resolution

The business paper updating progress on the build phase of the King Country Indoor Sport and Recreation Centre be received.

Robertson/Goddard Carried

13. 2021/2022 Dog Control Policy and Practices Report

Council considered a business paper presenting for consideration and adoption the Waitomo District Council Dog Control Policy and Practices Report 2021/2022.

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

The General Manager – Business Support left the meeting at 10.25am.

Resolution

- 1 The business paper on Annual Report on Waitomo District Council Dog Control Policy and Practices’ be received.
- 2 Council adopt the Report on Waitomo District Council Dog Control Policy and Practices 2021/2022 (Doc A622885).

Robertson/Whitaker Carried

14. Adoption of Local Alcohol Policy

Council considered a business paper presenting the Waitomo District Council Provisional Local Alcohol Policy for consideration and adoption so that it can be publicly notified in accordance with section 80 of the Sale and Supply Alcohol Act 2012 within the following proposed timeframes for the public notice, appeals, and adoption.

Timeframes for appeals and adoption	
Council Meeting - Adopt Provisional Local Alcohol Policy	26 July 2022
Public Notification	27 July 2022
End of Appeals period (30 days)	26 August 2022
Council Meeting - Adopt the Final Local Alcohol Policy (if no appeals)	30 August 2022

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

Resolution

- 1 The business paper on “Adoption of the Waitomo District Council Provisional Local Alcohol Policy” be received.
- 2 Council adopts the Waitomo District Council Provisional Local Alcohol Policy for public notification on 27 July 2022.

Robertson/Whitaker Carried

There being no further business the meeting closed at 10.36am.

Dated this 30th day of August 2022.

JOHN ROBERTSON
MAYOR

WAITOMO DISTRICT COUNCIL AUDIT, RISK AND FINANCE COMMITTEE

MINUTES OF A MEETING OF THE WAITOMO DISTRICT COUNCIL AUDIT, RISK AND FINANCE COMMITTEE HELD IN THE COUNCIL CHAMBERS, QUEEN STREET, TE KUITI ON TUESDAY 16 AUGUST 2022 AT 10.00AM

PRESENT: Independent Chairperson Bruce Robertson
Councillor Phil Brodie
Councillor Allan Goddard
Councillor Janene New

IN ATTENDANCE: Chief Executive, Ben Smit
Manager – Governance Support, Michelle Higgie
General Manager – Business Support, Alister Duncan
General Manager – Community Services, Helen Beever
General Manager – Strategy and Environment, Alex Bell
General Manager – Infrastructure Services, Shyamal Ram
Manager – Strategy and Policy, Charmaine Ellery

1. Apologies

Resolution

The apologies from Mayor Robertson, Deputy Mayor Whitaker and Councillor Marshall be received and leave of absence granted.

B Robertson/Brodie Carried

2. Declaration of Member Conflicts of Interest

No declarations were made.

3. Confirmation of Minutes – 17 May 2022

Resolution

The Minutes of the Waitomo District Council Audit, Risk and Finance Committee meeting of 17 May 2022, including the Public Excluded minutes, be confirmed as a true and correct record.

Goddard/New Carried

4. Mastercard Expenditure Report (April – June 2022)

The Committee considered a business paper presenting for the Committee's information and consideration, details of expenditure incurred via Waitomo District Council issued Corporate Mastercard.

The Manager – Governance Support answered Members questions.

Resolution

The Mastercard Expenditure Report for the period April to June 2022 be received.

B Robertson/New Carried

The General Manager – Community Services entered the meeting at 10.10am via Zoom
The General Manager – Strategy and Environment entered the meeting at 10.14am via Zoom

5. Civic Financial Services Ltd – Annual Report 2021

The Committee considered a business paper present for information the Annual Report for Civic Financial Services Limited for the year ended 31 December 2021.

The General Manager – Business Support expanded verbally on the business paper and answered Members' questions.

Resolution

- 1 The business paper on Civic Financial Services Ltd Annual Report for the year ended 31 December 2021 be received.
- 2 The Civic Financial Services Ltd Annual Report for the year ended 31 December 2021 be received.

New/Goddard Carried

The General Manager – Infrastructure Services entered the meeting at 10.18am via Zoom
The General Manager – Community Services entered the meeting in person at 10.18am

6. Progress Report: Risk Management – Monitoring and Reporting

The Committee considered a business paper informing of progress in respect to the implementation of the Risk Management Framework.

The General Manager – Business Support and Chief Executive expanded verbally on the business paper and answered Members' questions.

Resolution

The business paper on Progress Report: Risk Management – Monitoring and Reporting be received.

B Robertson/Brodie Carried

7. Progress Report: Health and Safety

The Committee considered a business paper providing a brief on Waitomo District Council's health and safety performance for the 2021/2022 year to date.

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

The General Manager – Strategy and Environment entered the meeting in person at 10.36am
The Manager – Strategy and Policy entered the meeting in person at 10.37am

Resolution

The Progress Report: Health and Safety be received.

New/Goddard Carried

The General Manager – Community Services left the meeting in person at 10.42am.
The General Manager – Infrastructure Services entered the meeting in person at 10.43am.

8. Interim Report for Year Ended 30 June 2022

The Committee considered a business paper providing an interim report on Waitomo District Council's financial and non-financial activities for the year ended 30 June 2022.

The General Manager – Business Support, General Manager – Strategy and Environment and Chief Executive expanded verbally on the business paper and answered Members' questions.

The Committee noted that 50% of Council's debt will mature in 2022/2023 which is outside the guidelines contained in Council's Liability Management Policy (which provides for a maximum of 33% in any 12 month period), but agreed there is no need to make any amendments to the Policy. The Committee also noted the aim to have approximately 60% of Council's debt mature in 2024/2025 to coincide with the Three Waters Reform transition.

The Committee congratulated the staff in fully expending the first tranche of the Three Waters Reform funding under such tight timelines.

The Chairperson suggested that in future a section providing breakdown details of the Revised Annual Budget be included which will add to the Committee's understanding of what the changes are.

Resolution

- 1 The business paper on Interim Report for year ended 30 June 2022 be received.
- 2 A business paper be prepared for the next meeting of the Audit Risk and Finance Committee meeting on the reasons for not adhering to the guidance contained in Council's Liability Management Policy in respect to Council debt portfolio.

B Robertson/Goddard Carried

The General Manager – Strategy and Environment and Manager – Strategy and Policy left the meeting in person at 11.25am

9. 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 fourth quarter of 2021/22.

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

Resolution

The Progress Report, WDC Resource Consents – Compliance Monitoring, be received.

B Robertson/Brodie Carried

10. Procurement Summary Schedule – Change in Reporting Requirements

The Committee considered a business paper presenting options for reporting on procurements made in accordance with the Waitomo District Council's Procurement Policy.

The General Manager – Business Support expanded verbally on the business paper and answered Members' questions.

Resolution

- 1 The business paper on Procurement Summary Schedule – Change in Reporting Requirements be received.
- 2 The Audit Risk and Finance Committee approve that from the next meeting, the quarterly Procurement Summary Schedule (PSS) report provide details of procurements that result in a total contract award over \$200,000 + GST and that have been considered and approved by the Tenders Subcommittee, and/or where the supplier selection method has deviated from the Procurement Policy, the procurement value is above \$50,000 and a procurement exemption has been approved by the Chief Executive.

B Robertson/Brodie Carried

11. Progress Report: Procurement Summary Schedule (April to June 2022)

The Committee considered a business paper presenting a summary of the procurements made in the period April to June 2022 in accordance with Waitomo District Council's Procurement Policy.

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

Resolution

The Progress Report: Procurement Summary Schedule (April to June 2022) be received.

Goddard/Brodie Carried

12. Matters Raised by Mayor Robertson via Email

The Chairperson and Chief Executive briefed the Committee on a number of matters raised by Mayor Robertson via email in his absence.

Resolution

- 1 The email from Mayor Robertson to the Independent Chairperson and Chief Executive be received.
- 2 The Committee noted the verbal report made by the Chief Executive in response to matters raised by Mayor Robertson.
- 3 The Chief Executive be requested to develop any policies as necessary.
- 4 The Chief Executive brief the Mayor in response to the matters raised and share the email from Mayor Robertson with the remainder of the Committee.

B Robertson/Brodie Carried

There being no further business the meeting closed at 11.50am.

Dated this day of 2022.

JOHN ROBERTSON
DEPUTY CHAIRPERSON

Document No: A628784

Report To: Council



Meeting Date: 30 August 2022

Subject: **Mayor's Report – August 2022**

Our Council, like all Councils, is facing disruption from many quarters.

- COVID-19 hit us in early 2020. Business as usual stopped. Services to the public were disrupted. Capital works fell behind. Council staff operated from their homes. Council meetings were held online.
- Cyclone Dovi hit the district February this year, following a very dry summer. The wet weather continues and has caused considerable damage to our road network.
- The heavy rain events of the past few months highlight the deficiencies of deferred maintenance on our underground pipe networks in Te Kuiti. We are dealing with some of this today.
- Massive Central Government reform of Local Government with which we are struggling to cope – from information requests, to staff leaving due to recruitment by Government Departments, to money being dished out for new projects, and to uncertainty around our future purpose.
- Labour shortages due to Central Government policies and general economic conditions, exacerbated by border closures and immigration restrictions.
- Inflation causing costs to balloon out.

The public sector is not used to coping with disruption on this scale. The business sector is far more practiced and flexible at managing such risks. There are lessons that are transferable.

Firstly, ensure that we are **undertaking our core business** well. For Council, this means that that our infrastructure be well maintained and serviced. And that we are not distracted by tangents.

Secondly, be **open and communicate with our constituents**. If we are struggling to deliver some services, we need to let people know so that they are engaged and understand.

Thirdly, be **strategic in our outlook**. Disruption can tempt us to focus on the short term, on finding an easy fix, but not the one that is necessarily the best for the long term.

Disruption is all around us. Our Council is being tested. It is important for us as elected members to guide and support management through these times.

A handwritten signature in blue ink, appearing to read "John Robertson".

JOHN ROBERTSON, QSO

MAYOR

Document No: A627668

Report To: Council



Meeting Date: 30 August 2022

Subject: **2022 Single-Year Community Assistance Grant – Consideration of Funding Applications**

Type: Decision Required

Purpose of Report

- 1.1 The purpose of this business paper is for Council to consider the 2022 Single-Year Community Assistance Grant Applications and to allocate funding.

Background

- 2.1 The Single-Year Community Assistance Grant forms part of the Waitomo District Council's broader Community and Partnerships Fund (CPF) Policy.
- 2.2 The Single-Year Community Assistance Grant focuses on providing assistance for not-for-profit community organisations that support community led projects. These projects are aligned with Council Plans and Strategies and contribute and support the social, cultural, economic and environmental well-being of the Waitomo District.
- 2.3 Of particular interest for Council is those projects and initiatives that align and support WDC's Community Outcomes and contribute to and support the Vibrant Safe Waitomo Strategy.

Commentary

- 3.1 The assessment and allocation of the Single-Year Community Assistance Grant is at the discretion of the elected members and is for one-off projects or initiatives that will be completed within a 12-month period from receiving the grant.
- 3.2 The amount of \$72,000 has been allocated to the Single-Year Community Assistance Grant, with \$5,000 ring-fenced to support community based hall hire grant applications throughout the year.

- 3.3 Applications were received as follows:

Benneydale Hall Inc	Waitomo District Education Trust
Piopio Primary PTA Incorporated	Road Safety Education Limited
Te Kūiti Primary School	Maniapoto Maara Kai Roopu Trust
Te Kūiti Amateur Swimming Club	Te Puna Oranga – Whare Ora

- 3.4 To maintain the integrity of the assessment process, elected members independently completed an assessment for the applications. The assessments were undertaken in accordance with the CPF Policy.
- 3.5 At a Workshop held on 23 August 2022, Council reviewed and discussed the applications. The average score and a recommended grant value was independently assigned by elected members and then reviewed to reach agreed funding allocations.

Considerations

4.1 **RISK**

4.2 If Council does not consider the applications to the Single-Year Community Assistance Grant, it will not be meeting its obligation under the Community and Partnerships Fund Policy.

4.3 **CONSISTENCY WITH EXISTING PLANS AND POLICIES**

4.4 The consideration of the funding applications has been undertaken consistently in accordance with the Community and Partnerships Fund Policy.

4.5 **SIGNIFICANCE AND COMMUNITY VIEWS**

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

Suggested Resolutions

1. The business paper on 2022 Single-Year Community Assistance Grant – Consideration of Funding Applications be received.
2. Council approve the allocation of the 2022 Single-Year Community Assistance Grants, as follows:

Name of Applicant	Allocation
Benneydale Hall Inc	\$9,775.00
Waitomo District Education Trust	\$10,000.00
Piopio Primary PTA Incorporated	\$7,100.00
Road Safety Education Limited	\$2,056.00
Te Kuiti Primary School	\$10,000.00
Maniapoto Maara Kai Roopu Trust	\$3,584.00
Te Kūiti Amateur Swimming Club	\$5,000.00
Te Puna Oranga – Whare Ora	\$0
TOTAL	\$47,515.00

HELEN BEEVER
GENERAL MANAGER – COMMUNITY SERVICES

24 August 2022

Document No: A627673

Report To: Council



Meeting Date: 30 August 2022

Subject: **2022 Community Events Fund – Consideration of Funding Applications**

Type: Decision Required

Purpose of Report

- 1.1 The purpose of this business paper is for Council to consider the 2022 Community Events Fund Application and to allocate funding.

Background

- 2.1 In July 2021 Council adopted the Community and Partnerships Fund (CPF) Policy, previously named the Community Development Fund Policy. The Policy was renamed to align with the new Waitomo District Council Group of Activities which came into effect on 1 July 2021.
- 2.2 The Community Events Fund (CEF) forms part of Waitomo District Council's (WDC) broader Community and Partnerships Fund.
- 2.3 The Community and Partnerships Fund aims to ensure that projects undertaken make a positive contribution to achieving WDC's strategic community outcomes.
- 2.4 Applications will be considered that:
- Align and support WDC's Community Outcomes
 - Contribute to and support the Vibrant Safe Waitomo Strategy
 - Strengthen participation across diverse communities
 - Work collaboratively across the community sectors
 - Facilitate and support strong and sustainable partnerships
- 2.5 The Community Events Fund supports community organisations that wish to partner with Council for the delivery of District events, such as the Waitomo District Christmas Parade and The Great New Zealand Muster.
- 2.6 Consideration will also be given to community-led events or cultural celebrations open to the wider community participation.

Commentary

- 3.1 The assessment and allocation of the CPF is at the discretion of the elected members.
- 3.2 The amount available for allocation is \$25,000.00.
- 3.3 Two applications were received, as follows:
1. Waitomo Waipa Womens Refuge – "She is not your rehab"
 2. Rotary Club of Te Kuiti – Rotary District Governor Conference
- 3.4 To maintain the integrity of the assessment process, elected members independently completed an application assessment for the applications. The assessment was undertaken in accordance with the CPF Policy.

- 3.5 At a Workshop held on 23 August 2022, Council reviewed and discussed the applications. The average score and a recommended grant value independently assigned by elected members was reviewed to reach agreed funding allocations.

Considerations

4.1 **RISK**

- 4.2 If Council does not consider the applications to the Community Events Fund, it will not be meeting its obligation under the Community and Partnerships Fund Policy.

4.3 **CONSISTENCY WITH EXISTING PLANS AND POLICIES**

- 4.4 The consideration of the funding applications has been undertaken consistently in accordance with the Community and Partnerships Fund Policy.

4.5 **SIGNIFICANCE AND COMMUNITY VIEWS**

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

Suggested Resolutions

1. The business paper on 2022 Community Events Fund – Consideration of Funding Applications be received.
2. Council approve the allocation of Community Events Fund Grants, as follows:

Name of Applicant	Allocation
1. Waitomo Waipa Womens Refuge	\$5,600.00
2. Rotary Club of Te Kuiti	\$8,245.00
TOTAL	\$13,845.00



HELEN BEEVER
GENERAL MANAGER – COMMUNITY SERVICES

24 August 2022

Document No: A627920

Report To: Council



Meeting Date: 30 August 2022

Subject: **Progress Report: King Country Indoor Sport and Recreation Centre**

Type: Information Only

Purpose of Report

- 1.1 The purpose of this business paper is to provide a progress report on the King Country Indoor Sport and Recreation Centre (KCISRC) project as at 19 August 2022.

Background

- 2.1 The contract for the design and build of the KCISRC was awarded to Apollo Projects Limited on 14 October 2021 and commenced on 15 October 2021.
- 2.2 The overall contract build phase has a duration of approximately 14 months with completion and code compliance due by 19 December 2022.
- 2.3 The total cost of the design/build phase is approximately \$8M. On top of that are additional fit-out costs, giving a total project cost of \$9.05M.
- 2.4 On completion, ownership of the new stadium will be shared between the Ministry of Education, Te Kuiti High School Board of Trustees, and Waitomo District Council in the ratios of 24.7%, 10.3%, and 65% respectively.
- 2.5 A "turning of the first sod" ceremony was held on 9 February 2022, following which site establishment and earthworks commenced.

Commentary

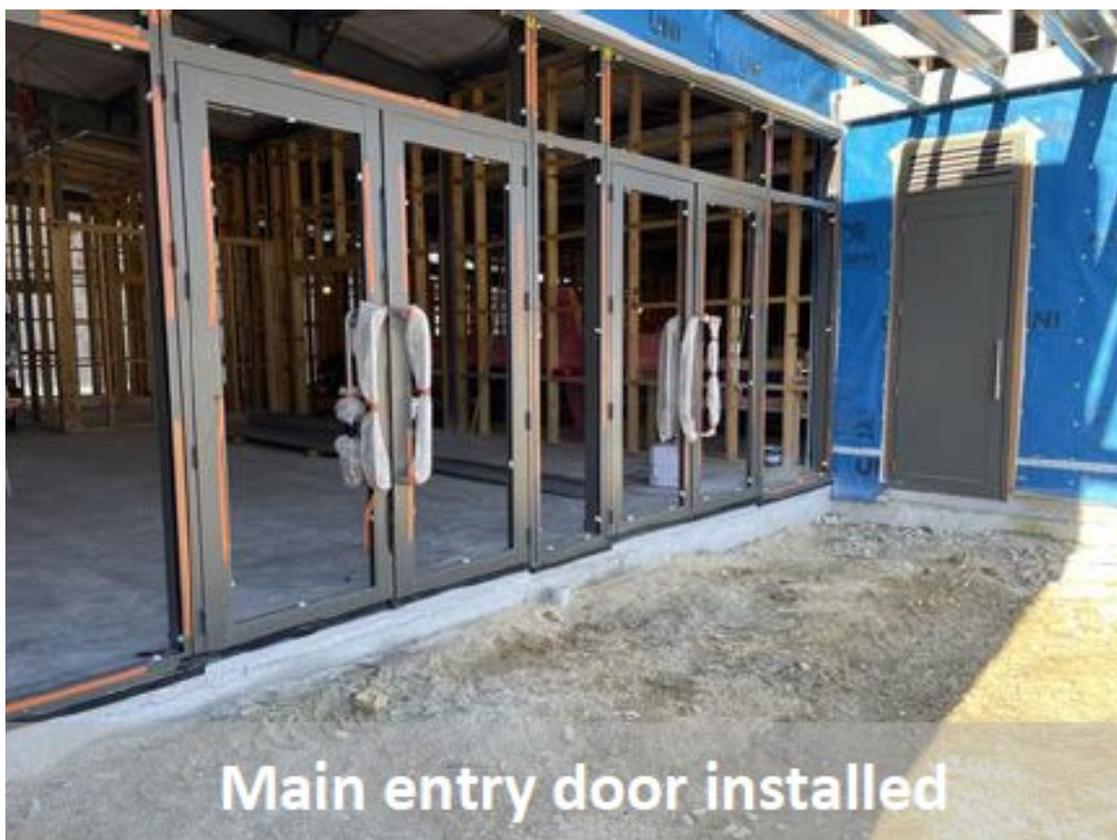
- 3.1 **PROJECT BUILD UPDATE**
- 3.2 The build phase is tracking approximately 1 week behind the critical path programme due to delays in the supply date for some building materials, and the recent inclement weather. Other, non-critical, parts of the programme are lagging up to three weeks behind schedule but do not impact on the critical path. The contractor is hoping to make that time up with better progress on other construction items, now that the gymnasium roof has been completed and the base roofing sheet over the court area commenced. Building construction work is now under a roof covering.



- 3.3 Internal framing for the amenities area has been completed and the interior wall separating the gymnasium area from the indoor playing courts (Gridline E wall) constructed (note the difference in roof heights – indoor playing courts in foreground).



- 3.4 External windows and doors have been installed and glazed with internal wall linings underway. The main entrance door has been installed.



- 3.5 Installation of roof purlins and girts is now completed.
- 3.6 The carpark construction is well advanced with placement and shaping of basecourse to finish levels underway along with associated surface drainage (under review). The new entrance road is under construction.
- 3.7 The new 1.8m high close-boarded boundary fence adjacent to the southern boundary of the stadium is near completion.
- 3.8 Installation of internal building services, namely heating and ventilation, electricity, security and plumbing has commenced.
- 3.9 A plan for the cultural artwork is currently being costed. As reported previously, there will be a need for additional funding to implement the proposed artwork including signage for naming of the building. Discussions on possible opportunities for funding have been taken up with the Board of Trustees.
- 3.10 Work on options for upgrading WDC's wastewater and stormwater networks to accommodate the additional discharges from the stadium is well advanced. Easement documents protecting the associated infrastructure have been drafted.
- 3.11 **RISK MANAGEMENT**
- 3.12 The project Risk Register has been formatted to align with the project delivery programme and reviewed on a routine basis through an internal Project Control Group chaired by General Manager – Community Services. Risk controls and treatments are updated as part of the review process.
- 3.13 **STADIUM MANAGEMENT CONTRACT**
- 3.14 A request for tenders for the management of the stadium facility once construction has been completed was advertised on TenderLink on 1 July 2022. The management contract is for a period of 5 years with a right of renewal of two further discretionary terms of 5 years each. Tenders closed on 29 July 2022 with tender evaluation now underway. The Tender Evaluation Team comprises representation from Waitomo District Council, Te Kuiti High School Board of Trustees, Game On Charitable Trust and Sport Waikato.

3.15 **FUNDING AND FINANCIAL MANAGEMENT**

- 3.16 All construction related funding has either been approved or novated to Council. Game on Charitable Trust has \$75,000 of general fund raising to complete the funding required for the fit out.
- 3.17 Total capital expenditure of \$5,677,645 has been expended to date.
- 3.18 Council has received to date \$3,361,702 of the budgeted \$7,062,432 external funding. The first installment of the Ministry of Education contribution becomes payable once 70% of the build is complete. 70% of the development agreement budget of \$8.552m is \$5.986m, this will be exceeded once the August progress claim has been lodged.
- 3.19 Contracts let are tabled below:

Contract	Original Value	Variations	Total
Apollo	7,905,921		7,905,355
Less WW Pumping Station		-87,205	
Plus:			
- Basketball (adjustable junior backboard) and Futsal equipment		18,215	
- MoE design envelope recommendations (moisture barrier systems to walls and amenities roof)		14,950	
- Installation of Gallagher Security System		53,474	
Lines Company	87,748		87,748
Frequency NZ (Project management)	146,860		146,860
TOTAL			\$8,139,963

3.20 **COMMUNICATIONS PLAN**

- 3.21 The Joint Communications Plan has been finalised and a dedicated WDC web page developed. The web page is being updated throughout the Stadium build phase, keeping the community informed of progress. Funding partners are also kept up to date by way of a monthly newsletter and links to drone footage when available.

3.22 **PROJECT CONTROL GROUP (PCG)**

- 3.23 In accordance with the Development Agreement, a PCG has been formed comprising representatives of the Te Kuiti High School Principal, Ministry of Education, the Contractor, the Engineer (Frequency NZ) and WDC. Organising, reporting to, and chairing the PCG is the responsibility of the Project Manager. The purpose of the PCG is to monitor progress against project timetable and budget and to address matters of mutual interest.
- 3.24 The PCG meets on a monthly basis, with Council's representatives on the PCG being the Mayor, and the Client Representative.

Suggested Resolution

The business paper updating progress on the build phase of the King Country Indoor Sport and Recreation Centre be received.



HELEN BEEVER
GENERAL MANAGER – COMMUNITY SERVICES



GREG BOYLE
SPECIAL PROJECTS COORDINATOR

Document No: A627432

Report To: Council



Meeting Date: 30 August 2022

Subject: **Progress Report: Cyclone Dovi Infrastructure Damage Repairs**

Type: Information Only

Purpose of Report

- 1.1 The purpose of this business paper is to provide Council with update(s) on the progress of the Cyclone Dovi Infrastructure Damage repairs.

Background

- 2.1 General information regarding the Cyclone and summary of the damage caused by the wind and rain events to Waitomo District Council's (WDC) infrastructure was presented in the 29 March 2022 Cyclone Dovi – Infrastructure Damage business paper (A606952).
- 2.2 This paper is focused on the roading network, specifically progress on reinstatement works.
- 2.3 As a result of the storm, the district road networks were impacted by significant flooding and slips (circa 300 individual sites) ranging from over and under slips, flooding, large trees down and debris.
- 2.4 The response to an event of this nature is generally completed in three primary phases:
 1. **Phase one "Incident Response"** consists of incident response and reconnecting communities that were impacted by the event. In addition, this includes clearing road and drainage assets, clearing of other slip material and debris. This phase was completed at the end of April and estimated to cost approximately \$500K.
 2. **Phase two "Identification, Investigation and minor works"** consists of making assessments based on site visits by contractors, professional engineers and council members to assess the impact and applying for funding through the respective channels, i.e. Waka Kotahi's emergency works. Geotechnical engineers make assessments on risk and propose solutions for the sites which pose a risk from a geological perspective. In addition to the longer-term structures and works, additional effort is required by maintenance contractors to reinstate the network to a safe and reliable condition.
 3. **Phase three "Design, Procure, Construct"** consists of designing, procuring, and building the hard structures (retaining walls etc.). This phase spans over a longer period and in the case of this event, up to 2 years and potentially longer. Detailed investigations will be carried out by geotechnical engineers and consist of boring, coring, Cone Penetration Testing (CPT) and other tests to ensure the physical structures are built to withstand another such event and the on-going loading from traffic. Based on initial estimates, it is expected this phase will cost in the order of \$10-15M.

Commentary

3.1 **SITE OVERVIEW**

3.2 The funding application has been sent to Waka Kotahi for approval. This covers construction of the critical sites identified for the 2022-23 financial year and all the practitioner (Category A) sites.

3.3 A total of 311 sites were identified as having storm related damage. Of these, 263 sites were able to be fixed during the immediate reinstatement phase and did not require any additional work.

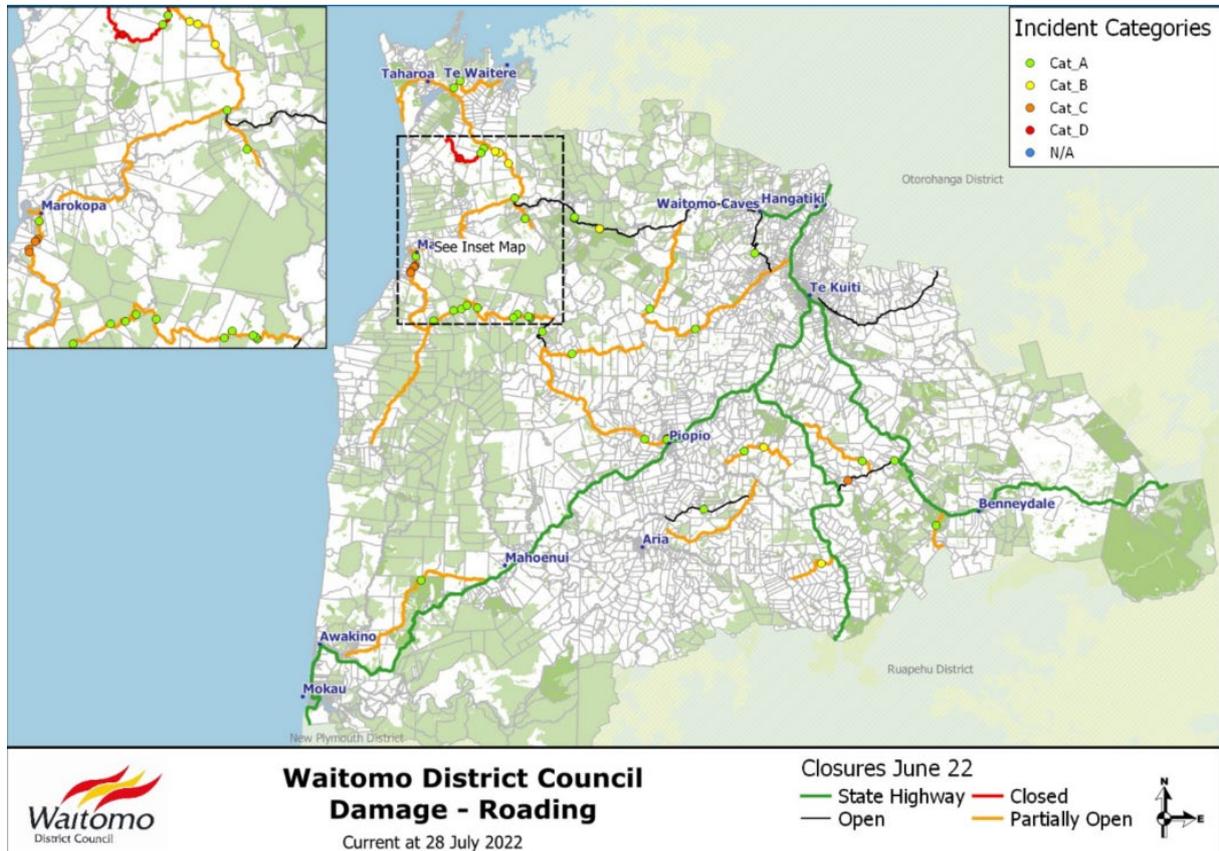


Figure 1: Overview of sites

3.4 Of the remaining 60 sites, the top 20 and subsequently top six sites were identified. These were prioritised based on the size, location, impact on the road and traffic.

3.5 Rain and storm events since Cyclone Dovi have affected several sites, particularly in the Taharoa, Marokopa, Te Anga area. As such, our top 20 site list has been revised in the Table below.

3.6 Sites in red are proposed for construction this season. Yellow is proposed 2023-24 construction season.

ID	Road	RP	Category	Top 20 (1-20)
27107	TAUMATATOTARA WEST RD	4280	D	1
27096	VIEW TCE	20	C	2
27125	MANGATOA RD	3210	C	3
27166	MANGATOA RD	2460	C	4
27170	MANGATOA RD	2490	C	5
27176	MANGATOA RD	3030	C	6
27224	KOPAKI RD	6040	C	7
28829	MANGATOA RD	2300	C	8
27290	TAHAROA RD	6670	B	9
27140	TAHAROA RD	7120	B	10
27205	TE ANGA RD	19700	B	11
27219	TE ANGA RD	19730	B	12
27364	MAPARA RD	4133	B	13
27209	TE ANGA RD	23040	B	13
27208	TE ANGA RD	22980	B	14
19810	TAHAROA RD	4900	B	15
27291	RAMAROA RD	1570	B	16
27281	WAIMIHA	1760	A	17
27165	WHAKAPIRAU	580	A	18
27336	MAROKOPA RD	1050	A	19
27141	TAUMATATOTARA WEST RD	1400	A	20

Table 1: Top 20 sites in order of priority

3.7 Weekly monitoring of the top 20 sites is continuing.

3.8 The maintenance contract is currently running approximately 3-4 weeks behind due to resources being diverted to slip repairs around the district.

3.9 **PROGRESS: CRITICAL SITES FOR 2022-23 PERIOD**

3.10 We have bought forward Mangatoa RP 2.3 into this construction season due to the severity of the slip following recent rain events.



- 3.11 Geotechnical testing for the critical sites identified for the 2022-23 financial year has now been completed except for Taumatotara West Road and Mangatoa Road RP 2.3. These sites are due to be tested before the end of the year.
- 3.12 We have been working with Taumatotara West landowners to provide safe access via Coutts Road. At this stage our only feasible options are a road retreat (if deemed safe) or a road stoppage.
- 3.13 Tenders are due to be put out to market in the coming months. An industry briefing on 26 August will be held where the storm work(s) will be presented to potential contractors.
- 3.14 Geotechnical design is complete for all the critical sites with the exception of Mangatoa Rd RP 2.3.
- 3.15 A meeting with View Terrace Residents and emergency services took place on 29 July 2022. Options were presented and discussed with residents. The outcome was positive.



- 3.16 Detailed Design is progressing on all critical sites. Recommended Options are summarized below.

Site	Recommended Option
View Terrace	MSE Wall
Mangatoa 2.3	Still under investigation
Mangatoa 2.5	Pavement Rehabilitation and drainage upgrades
Mangatoa 3.0	Retaining Wall
Mangatoa 3.2	Earth Buttress
Taumatotara West Road	Road Retreat or Road Stoppage

- 3.17 Total cost for initial reinstatements (phase 1) to date is \$168,875.48.
- 3.18 Total cost of design and investigation of all sites (phase 2) to date is \$228,394.59.
- 3.19 Total costs claimed to date for the 2022-23 financial year is detailed in paragraph 3.22.
- 3.18 **PROGRESS – OTHER SITES**
- 3.19 All Category A sites have been priced and will be procured through the maintenance contract.
- 3.20 Investigations are starting on the Category B sites in the next month. These sites are planned for construction during the 2023-24 season.

3.21 **FUNDING**

3.22 The funding application has been submitted to Waka Kotahi. We have applied for funding for design and construction of the critical sites and all the Category A (practitioner) sites. Our funding application has been submitted with the following 2022-23 financial year costs:

Task	2022-23
Phase 2 - Professional Services. Investigation and design of remaining sites	\$ 670,000.00
Phase 2 - Construction of Practitioner solution designs	\$ 300,000.00
Phase 3 - Construction of Top Sites (from estimates)	\$ 6,150,000.00

3.23 A total of \$891,000 has been approved by Waka Kotahi for design and investigation to continue and construction of the category A sites. This figure includes the phase 2 allocation not spent in 2021-22 financial year.

3.24 The costs for construction of the top sites are summarized as follows. Note that Taumatotara West Road and Mangatōa Road RP 2.3 are subject to investigation and final design.

Site	Estimate
Taumatotara West Road II RP 4.3	\$ 1,000,000.00
Kopaki Road II RP 6.0	\$ 800,000.00
View Terrace I RP 0.02	\$ 950,000.00
Mangatōa Road III & IV RP 2.5	\$ 350,000.00
Mangatōa Road V RP 3.0	\$ 950,000.00
Mangatōa Road VI RP 3.2	\$ 1,100,000.00
Mangatōa Road II RP 2.3	\$ 1,000,000.00
Total	\$ 6,150,000.00

3.25 Waka Kotahi fund 75% of all works associated with the storm event up to approximately \$1,100,000.00, at which point the funding limits change to cover 95% of the associated costs.

Suggested Resolution

The Progress Report - Cyclone Dovi Infrastructure Damage Repairs is received.



SHYAMAL RAM
GENERAL MANAGER – INFRASTRUCTURE SERVICES

22 August 2022

Document No: A628632

Report To: Council



Meeting Date: 30 August 2022

Subject: **Solid Waste Management (Emissions Trading) – Purchase of additional Carbon Credit Units**

Type: Decision Required

Purpose of Report

- 1.1 The purpose of this business paper is to seek approval of an additional purchase for purchasing carbon credit units (ETS) for the financial year 2022/23 and 2023/24 year. The operating cost budget for carbon credits remains unchanged.

Background

- 2.1 The NZ Emissions Trading Scheme (ETS) was created through the Climate Change Response Act 2002 in recognition of New Zealand's obligations under the Kyoto Protocol.
- 2.2 It is the primary method for the NZ Government to achieve its commitment to reduce greenhouse gas emissions.
- 2.3 On an annual basis, certain industries must calculate their emissions by submitting carbon units to the Government equivalent to the tonnage volume they have emitted over the year.
- 2.4 Landfill operations are one of the industries which are required to annually (on a calendar year basis) surrender carbon units to the government therefore regular purchasing of carbon units is necessary in completing the process for this government regulation.

Commentary

- 3.1 At the Council meeting on 22 February 2022, Council approved for the 2022/23 budget of \$656,000 for the purchase of carbon units to be spent in advance of the 2022/23 Annual Plan being adopted. This enabled the purchase of 9,900 carbon units at prices between \$70 and \$76 at auctions in March and June 2022.
- 3.2 Purchasing the carbon units in advance resulted in a significant saving for WDC as the current spot price is \$85.70 as we head to the first auction for this financial year.

- 3.3 Below is the history of carbon unit cost over the last year.

March 2021	- \$36.00/unit
June 2021	- \$41.70/unit
September 2021	- \$53.85/unit
December 2021	- \$68.00/unit
March 2022	- \$70.00/unit
June 2022	- \$76.00/unit
August 2022	- \$85.70/unit (current spot price at 22 August)

3.4 The balance of the carbon units for the financial year 2021/22 is summarised below.

Units on hand – 1 Jul 21	4,468	
Purchase – 1 Dec 21	7,900	(\$68/unit, total \$537,200)
Purchase – 16 Mar 22	8,900	(\$70/unit, total \$623,000)
Purchase – 15 Jun 22	1,000	(\$76/unit, total \$76,000)
Total units available	22,268	
Surrendered units	11,594	(May 2022 for calendar year 2021)
Remaining units	10,674	(Available units for surrender May 2023 for calendar year 2022)

3.5 Based on current lower tonnages being received at the landfill, the remaining units on hand may be sufficient to cover the surrender obligation for calendar year 2022. However, if an increase in volume is experienced over the coming months or through a significant one-off waste deposit, further units may be required to meet the obligation in May 2023.

3.6 The balance of the 2022/2023 ETS budget of \$8,850 is available to purchase at the next auction or on the open market. This equates to approximately 100 units on the open market as at 22 August 2022 so is clearly not enough to purchase any sensible number of units in relation to what we use.

3.7 Future Carbon Credit requirement

3.8 The gas trapping and flaring project approved for the Landfill will reduce the carbon credit factor used to calculate the number of units that are required to be surrender. Once the gas trapping and flaring project is commissioned, it is anticipated that the carbon credit factor will reduce from 0.91 to 0.38 by 2030. Potentially reducing carbon units surrender requirements by more than 50%.

3.9 The current estimation is a requirement 11,000 units per year. With the gas collection and flaring operational this will reduce to approximately 5,500 for each of the next two calendar years (2023 + 2024).

3.10 By purchasing additional carbon credits in advance to a value of \$700,000 (approximately 8,100), this is estimated to cover the surrender requirement for the second half of the 2022/23 financial year and the whole of the 2023/2024 financial year.

3.11 This purchase of additional carbon credits would provide certainty of future costs relating to the landfill emissions obligations and the setting of the annual rates and disposal charges for the landfill for the 2023/2024 financial year.

3.12 The next auction to be conducted by the Ministry of Environment is scheduled for 7 September 2022, with the expected auction price to be in excess of the current pricing available in the open market of \$85.70/unit.

Analysis of Options

4.1 Council has the option to purchase carbon credits at any auction and up to any value. Any additional purchases could mitigate the risks of rising prices that have been evident after each auction. Purchasing additional units in September 2022 would be funded by any cash surpluses or borrowings if no cash surpluses are available.

4.2 Council has the option to wait until the surrender value for the calendar year ending December 2022 is identified, and then purchase at the auction in March 2023. There is a high likelihood that the carbon credit price will have increased significantly during that time, thereby resulting in increased costs to Council to complete the surrender in May 2023.

Considerations

5.1 **Risk**

5.2 There are three main risk with associated with delaying the purchase of additional carbon credits:

- 1 There is a risk that the historical trend of cost increases will continue and the probability that cost of credits purchased in March 2023 will higher than in September 2022.
- 2 Increased volumes of solid waste deposited at the landfill in the second half of the 2022 year and requirement to purchase additional carbon credit in March 2023 for the May 2023 surrender.
- 3 Reduced certainty in the setting of the 2023/24 disposal charges for the landfill.

5.3 There is a risk of that the historical trend of cost increases will not continue, and the cost of carbon credit will be less in future years resulting in Council having purchased carbon credits at a premium.

5.4 **Consistency with Existing Plans and Policies**

5.5 The consideration of funding for the purchase of carbon units would still be consistent with the existing plans and policies since the units will be recorded as asset upon purchase and to be recognised as expenditure when surrendered.

5.6 **Significance and Community Views**

5.7 There is no specific evidence of the view of the community on this particular item, however, there is an expectation that the Council would endeavour to mitigate any additional costs where possible.

Recommendation

6.1 It is recommended that Council approve the purchase of carbon credits up to the value of \$700,000 to cover expected carbon credit unit surrenders for the period January 2023 to June 2024.

Suggested Resolutions

- 1 The business paper on Solid Waste Management (Emissions Trading) – Purchase of Carbon Credit Units be received.
- 2 Council authorises the purchase of carbon credit units up to the value of \$700,000 to cover expected carbon credit unit surrenders for the period January 2023 to June 2024.



ALISTER DUNCAN
GENERAL MANAGER – BUSINESS SUPPORT

23 August 2022

Document No: A629055

Report To: Council



Meeting Date: 30 August 2022

Subject: **Three Waters Services Reform – Transition Support Package Funding Agreement**

Type: Decision Required

Purpose of Report

- 1.1 The purpose of this business paper is to inform Council of the Government's funding package in support of the implementation of the Three Waters Reform Programme and to obtain an agreement to enter into the funding arrangement.

Background

- 2.1 Central Government launched its Three Waters Reform Programme (the Programme) in July 2020. Waitomo District Council (WDC) elected to participate in Tranche 1 of the Programme and has been required to gather and provide information over the last two years to the Department of Internal Affairs (DIA).
- 2.2 Central Government has recognised the additional burden the Programme has placed on all Local Authorities and has developed a support package.
- 2.3 In summary, a \$44M support package was announced by the Associate Minister of Local Government on 19 July 2022. This funding will contribute to eligible costs incurred by Local Government undertaking the transition and establishment activities relating to the transfer of assets, liabilities, contracts and staff to the new Water Entity, and will also include any additional requirements mandated by the Water Entities Bill (once enacted).
- 2.4 The funding will be provided in two tranches with Tranche 1 activities to take place over the remainder of the current, 2022/23 financial year. Tranche 2 will follow and will provide an additional approx. \$41.5M across Local Government, however, more information will be provided to WDC at a later date in relation to Tranche 2.

Commentary

3.1 FUNDING AGREEMENT

- 3.2 The DIA has presented WDC with the Three Waters Services Reforms – Transition Support Package (Tranche 1) Funding Agreement (Funding Agreement) for consideration. A copy of the Funding Agreement is appended to this business paper.

- 3.3 Execution and submission of the Funding Agreement to DIA must be completed by 22 September 2022 to qualify for the funding.

3.4 FUNDING

- 3.5 Total funding allocated and available to WDC for Tranche 1 is \$374,000.

- 3.6 Overall, the obligations/responsibilities placed on WDC appear similar to the previous DIA water reform funding agreement (i.e. reporting, record keeping, procurement requirements, confidentiality and media statements/releases/enquiries), however, it will be important for WDC to meet the requirements within the Funding Agreement to avoid any of the consequences, including having to return the funding plus interest, if the funding is used for a non-eligible costs.
- 3.7 Importantly, the activities do not need to be pre-approved by DIA, as long as they come within the definition of “Eligible Costs”, and WDC will have the flexibility to utilise the funding for any eligible costs that may occur during the period.
- 3.8 Funding will be used for the following purposes:
- **Tranche 1** – to contribute towards eligible costs that WDC incurs as a result of the Programme establishment and transition activities, up to 30 June 2023, including information gathering and reporting relating to the transfer of assets, liabilities, workforce and contracts to Entity B, and to comply with any additional requirements or processes mandated by the Water Services Entity legislation (once enacted).
 - **Tranche 2** - further funding will be made available under Tranche 2 to enable WDC to contribute towards its participation in local establishment and transition teams.

3.9 Eligible Costs

- 3.10 Eligible Costs means the actual costs that have been (including before the Commencement Date) or will be reasonably incurred by WDC to undertake a Permitted Funding Activity (see *definition below*), including overhead and management time that is directly attributable to undertaking a Permitted Funding Activity.

Permitted funding activities
<ul style="list-style-type: none"> • Information gathering exercises relating to transition, including responding to requests for information from the DIA's Three Waters National Transition Unit. • The supply of information and resource to support council's preparation for transition, including: <ul style="list-style-type: none"> • allocation schedules for the assets, liabilities, workforce and contracts to transfer to Water Services Entities; • Water Service Entity asset management plans; and • Water Service Entity funding and pricing plans. • Participation in local transition activity and local transition teams. • Complying with any additional requirements or processes mandated by the Water Services Entities Bill (once enacted) and supplementary legislation. • Any other activities that councils reasonably consider necessary to support transition and that give effect to the intent behind this Agreement (as expressed in Item 2 of the Key Details).

- 3.11 The anticipated WDC Permitted Funding Activities that have been identified are as follows:

Activity	Estimated Cost	
Transition Management	<ul style="list-style-type: none"> - Meeting attendance. - RFIs, AMPs, capex programme management. - Other matters 	\$160,000
Property Subdivision		\$40,000
Backfill Finance Team	<ul style="list-style-type: none"> - Reserves and Loan documentation - RFI and AMP input 	\$75,000

Activity		Estimated Cost
Legal	<ul style="list-style-type: none"> - Novation of contracts - Documentation required to transfer assets - Property matters 	\$10,000
Human Resources		\$5,000
Regulatory	<ul style="list-style-type: none"> - Policy and Planning - Bylaw review 	\$10,000
Three Water Steering Group	Meeting Attendance	\$35,000
Infrastructure Team	Attendance Local Transition Team Meetings	\$15,000
Contingency and other minor activities		\$24,000

Analysis of Options

4.1 OPTION 1: DO NOTHING

4.2 Under this option, WDC would not opt-in to Tranche 1, and would not have access to the Government Transitional Support Funding. WDC would need to meet all of the costs associated with the transition phase of the Programme to the new Water Entity. This option is not recommended.

4.3 OPTION 2: OPT-IN TO TRANCHE 1 FUNDING

4.4 This option would cover WDC's eligible costs that it incurs up to \$374,000 in the preparation to transfer the three waters assets, liabilities, contracts and staff to the new Waters Entity. This option is recommended.

Considerations

5.1 RISK

5.2 There are two risks:

- WDC claiming expenditure that is subsequently excluded by the DIA and WDC not full utilising the funding.
- Contracted work not been completed by the by 30 June 2023 and WDC being liable for the balance of that contract.

5.3 CONSISTENCY WITH EXISTING PLANS AND POLICIES

5.4 The decision Council is being asked to consider in this business paper is not inconsistent with its existing plans and policies.

5.5 SIGNIFICANCE AND COMMUNITY VIEWS

5.6 It is considered that the decision will be of low significance when measured against WDC's Significance and Engagement policy.

Recommendation

6.1 That Council agrees to enter into the Transitional Funding Agreement with the DIA to assist it with the associated costs incurred with the Three Waters Reform Programme, and delegates its authority to the Chief Executive, in consultation with the Mayor, to determine whether Council should enter into Tranche 2 when it becomes available in 2023.

Suggested Resolutions

- 1 The business paper on Three Waters Services Reform Programme – Transition Support Package Funding Agreement, be received.
- 2 Council agrees to enter into the Three Waters Services Reform - Transition Support Package Funding Agreement with Department of Internal Affairs.
- 3 Council notes that the Government transitional support funding that will become available upon signing of the Transition Support Package Funding Agreement is \$374,000, to be expended by 30 June 2023 on eligible transition costs.
- 4 Council delegates its authority to the Chief Executive, in consultation with the Mayor, to determine whether Council should enter into the Tranche 2 Support Package Funding when it becomes available in 2023.



ALISTER DUNCAN
GENERAL MANAGER - BUSINESS SUPPORT

17 August 2022

Attachment: Transitional Support Funding Agreement (A629104)



FUNDING AGREEMENT

BETWEEN

DEPARTMENT OF INTERNAL AFFAIRS

AND

WAITOMO DISTRICT COUNCIL

FOR

**THREE WATERS SERVICES REFORMS –
TRANSITION SUPPORT PACKAGE (TRANCHE 1)**

AGREEMENT

The parties (identified below in Part 1) agree to be bound by the terms and conditions of this Agreement, as set out below in Part 1 (Key Details), Part 2 (General Terms), Part 3 (Definitions and Construction) and Schedule 1 (Permitted Funding Activities).

PART 1: KEY DETAILS

1 **Parties** The Sovereign in right of New Zealand, acting by and through the Deputy Chief Executive of the Department of Internal Affairs (**DIA**)
Waitomo District Council (**Recipient**)

2 **Background** The New Zealand Government is undertaking a reform programme for “Three Waters” (drinking water, wastewater and stormwater) service delivery for communities (**Three Waters Reform Programme**).

The Crown entered into a Heads of Agreement with New Zealand Local Government Association Incorporated Te Kahui Kaunihera o Aotearoa (**LGNZ**) under which, amongst other things, the Crown and LGNZ proposed that a Three Waters Reform financial support package be provided to local authorities, comprising:

1. a “no worse off” package which will seek to ensure that financially, no local authority is in a materially worse off position to provide services to its community directly because of the Three Waters Reform Programme and associated transfer of responsibility for the provision of water services (including the transfer of assets and liabilities) to the Water Services Entities; and
2. a “better off” package of \$2 billion which supports the goals of the Three Waters Reform Programme by supporting local government to invest in the wellbeing of their communities in a manner that meets the priorities of both the central and local government, and is consistent with the agreed criteria for such investment set out in the Heads of Agreement.

Under the Heads of Agreement, the Crown and LGNZ acknowledged that there are a range of other impacts for local authorities that may represent an adverse financial impact, which the support package outlined above does not take account of and are intended to be addressed (through a process to be agreed between the Crown (through DIA) and LGNZ) by alternative mechanisms. One such impact is the need for local authorities to incur or suffer additional costs (including the need to re-deploy personnel and seek to back fill roles) associated with facilitating the identification and transfer of assets, liabilities and revenue, including staff involvement in working with the establishment entities and transition unit, and legal, accounting, audit and specialist consultant costs.

One of the objectives of the Transition Support Package is to ensure that affected local authorities are able to participate in the reform programme without putting at risk their delivery of water services during the transition and establishment period.

The Crown (through DIA) has agreed to contribute to local authorities’ Eligible Costs, through the Transition Support Package. This package comprises:

1. \$43.298m (in aggregate) available to councils to contribute towards direct Eligible Costs that councils will bear resulting from establishment and transition activities up to 30 June 2023, including funding councils’ information gathering and reporting requirements relating to the transfer of assets, liabilities, workforce and contracts to Water Service Entities and complying with any additional requirements or processes mandated by the Water Services Entities Bill (once enacted) and

supplementary legislation (**Tranche 1**); and

2. up to \$41.416m (in aggregate) available to councils to enable councils to contribute towards councils' participation in local establishment and transition teams, including covering the costs of seconded council staff and/or providing for staff backfill (**Tranche 2**).

This Agreement relates to the provision of Funding to the Recipient from Tranche 1. Tranche 2 funding will either be made available as a mutually agreed supplement to this Agreement or via a separate funding agreement.

The Recipient is a territorial authority with statutory responsibility for delivering Three Waters services within its own district or city.

DIA has agreed to contribute funding to the Recipient on the terms and conditions of this Agreement (**Agreement**). This funding is being provided to enable the Recipient to undertake the Permitted Funding Activities.

Key details of this Agreement are set out in this **Part 1**. The full terms and conditions are set out in **Part 2**. Defined terms and rules of interpretation are set out in **Part 3**.

- 3 **Condition Precedent** No Funding is payable under this Agreement until DIA has received this Agreement, duly executed by the Recipient, which must occur by 30 September 2022 (or such later date as DIA may agree).
- 4 **Permitted Funding Activities** The Recipient may only use the Funding:
 1. for the purposes set out in Schedule 1; and
 2. for any other purpose with DIA's prior written approval,(each a **Permitted Funding Activity**).

The Recipient may at any time request DIA to approve other purposes or activities that relate to giving effect to the intent behind this Agreement (as expressed in Item 2 above) and DIA will act promptly and reasonably in considering such requests.
- 5 **End Date** The End Date is 30 June 2024, or such later date determined by DIA in its discretion.
- 6 **Funding** The total Funding available under this Agreement is up to NZ\$374,000 plus GST (if any). This is the Total Maximum Amount Payable.

The first instalment of Funding under this Agreement is NZ\$93,500 plus GST (if any) subject to receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.

Subsequent instalments will be paid quarterly in three equal instalments, subject to:

 - (a) Receipt of a duly completed Payment Request in accordance with clause 1 of Part 2.
 - (b) DIA receiving and being satisfied with the quarterly reports specified in the Key Details, together with the other information required in this Agreement.
 - (c) No Termination Event, or event entitling DIA to suspend Funding under this Agreement, subsisting.

Payment Requests

The first Payment Request may be submitted upon the Commencement Date occurring. Each subsequent Payment Request may only be submitted at the same time as submission of a quarterly report in accordance with Item 7 (Reporting) of the Key Details, and no more than one such Payment Request

may be submitted in any Quarter, except to the extent agreed by DIA in its sole discretion.

7 Reporting

The Recipient will provide DIA via the DIA's Grant Management System portal with quarterly reports by the 15th Business Day following the end of Quarter, with effect from the Commencement Date, up to and including the Quarter ending on the End Date. Each quarterly report must include the information set out below, in the standard reporting form specified by DIA.

Each report is to be in form and substance reasonably satisfactory to DIA.

Each quarterly report must include the following information:

- (a) a high level description of Permitted Funding Activities undertaken during the relevant Quarter and the associated Eligible Costs;
- (b) a summary of the amount actually expended (or committed) on account of Eligible Costs during the relevant Quarter; and
- (c) any other information relevant to this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities that is notified by DIA in writing to the Recipient.

8 Representative

DIA's Representative:

Name: Heather Shotter

Email: threewaters@dia.govt.nz

Recipient's Representative:

Name: [name]

Email: [email]

9 Address for Notices

To DIA:

Three Waters Reform
Level 7, 45 Pipitea Street
Wellington 6011

Attention: Heather Shotter

Email: threewaters@dia.govt.nz, with a copy to legalnotices@dia.govt.nz

To the Recipient:

[address]

Attention: [name]

Email: [email]

SIGNATURES

SIGNED by the **SOVEREIGN IN RIGHT OF NEW ZEALAND** acting by and through the Chief Executive of the Department of Internal Affairs or his or her authorised delegate:

Name: Heather Shotter

Position: Executive Director, Three Waters National Transition Unit

Date:

SIGNED for and on behalf of **WAITOMO DISTRICT COUNCIL** by the person(s) named below, being a person(s) duly authorised to enter into obligations on behalf of the Recipient:

Name:

Position:

Date:

PART 2: GENERAL TERMS

1 FUNDING

- 1.1 DIA must pay the Funding to the Recipient, subject to the terms of this Agreement. The Recipient must use the Funding solely on Eligible Costs. The Funding may be paid in advance of the Recipient actually incurring (or suffering) costs or expenses that comprise Eligible Costs and the Recipient shall be entitled to reimburse itself for any such costs that it has paid for out of its own funds. DIA may request the Recipient to provide it with reasonable details (e.g. invoices or other cost details) in support of costs that the Recipient has treated as Eligible Costs for the purposes of this Agreement provided that DIA only expects to make such requests if it has reason to believe that the Recipient may not be applying sufficient rigour or discipline to the classification or quantum of costs it is treating as Eligible Costs. Before making such a request, DIA must first raise any concerns it has with the Recipient and provide the Recipient a reasonable opportunity to provide details or an explanation before DIA requests a fuller accounting for how Funding has been applied.
- 1.2 The Recipient must submit for DIA's approval a Payment Request via the DIA's Grant Management System portal at the time specified in, and otherwise in accordance with, Item 6 in the Key Details.
- 1.3 Each Payment Request must specify the amount of Funding requested (in the case of Tranche 1 Funding, each Payment Request shall be for 25% of its full Tranche 1 Funding entitlement), be authorised by the Chief Executive or an authorised representative of the Recipient, be in the form of a valid GST invoice complying with the Goods and Services Tax Act 1985, and (other than for the first instalment) be accompanied by the report for the preceding Quarter
- 1.4 DIA is not required to pay any Funding in respect of a Payment Request:
- (a) if the Recipient has failed to respond (or respond adequately) to any information requests made by DIA under and in accordance with this Agreement (including under clause 1.1);
 - (b) if the conditions specified in Item 6 of the Key Details relating to that instalment have not been satisfied;
 - (c) if payment will result in the Funding exceeding the "Total Maximum Amount Payable" specified in the Key Details;
 - (d) if this Agreement has expired or been terminated; and/or
 - (e) while the Recipient is in material breach of this Agreement.
- For the avoidance of doubt, DIA's obligation to make Funding available under this Agreement is strictly subject to clause 5.2.
- 1.5 Subject to the terms of this Agreement, DIA must pay each valid Payment Request by the 20th day of the month after the month the relevant Payment Request is approved by the DIA, and if such day is not a Business Day, on the next Business Day. DIA will pay the Funding to the Recipient's nominated Bank Account.
- 1.6 The Funding made available under this Agreement comprises grant funding and is not a loan. It is only repayable in the specific circumstances set out in this Agreement.

2 RECIPIENT'S RESPONSIBILITIES

Standards and compliance with laws

- 2.1 The Recipient must comply with all applicable laws, regulations, rules and professional codes of conduct or practice when engaging in activities that give rise to Eligible Costs that will be paid for by Funding made available under this Agreement.

Permitted Funding Activities

- 2.2 The Recipient must ensure that the Permitted Funding Activities are carried out:
- (a) with reasonable diligence, care and skill; and
 - (b) consistent with any plan or parameters agreed to between the Recipient and DIA.
- 2.3 The Recipient must use reasonable endeavours to ensure that the Permitted Funding Activities are completed by the End Date. DIA acknowledges that the cost of back-fill staff will continue to the end of any applicable fixed term or contract period and it may not be practicable for the Recipient to align such periods with the End Date.
- 2.4 The Recipient is solely responsible for the activities and matters carried out as Permitted Funding Activities, including being solely responsible for the acts and omissions of any contractors and subcontractors in connection with the same.
- 2.5 The Recipient must ensure that all agreements it enters into with any contractors or any other party in connection with the Permitted Funding Activities are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest that has not been appropriately managed. The Recipient must provide DIA with reasonable evidence of compliance with this clause 2.5 in response to any request by DIA from time to time provided that DIA only expects to make such a request if it has reason to believe that the Recipient is not complying with the standards referred to above.

Information Undertakings

- 2.6 The Recipient must provide DIA with the reports specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 2.7 The Recipient must provide DIA with any other information about the Permitted Funding Activities requested by DIA within the timeframe set out in the request provided that, before making such a request, DIA must have due regard to (on the one hand) the nature of the activity and the likely quantum of the cost involved and (on the other hand) the administrative burden for the Recipient in responding to the request such that the former justifies the latter.
- 2.8 The Recipient must promptly notify DIA if:
- (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest that is not subject to appropriate management; or
 - (b) the Recipient becomes aware of any matter that could reasonably be expected to result in a Termination Event or a breach of any term of this Agreement by the

Recipient, and if requested by DIA must promptly provide DIA with its plan to mitigate and manage such matter.

Funding, records and auditors

- 2.9 The Recipient must receive and manage all Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.
- 2.10 The Recipient must keep full and accurate records (including accounting records) of the Eligible Costs and retain them for at least 7 years after the last payment of Funding under this Agreement. The Recipient must permit DIA (or any auditor nominated by DIA) to inspect all records relating to the Eligible Costs and must allow DIA and/or the auditor access to the Recipient's premises, systems, information and personnel for the purposes of this inspection. DIA shall bear any third party costs arising from such inspection, unless the inspection reveals a breach of this Agreement, in which case the Recipient shall bear such costs.

3 TERM AND TERMINATION

- 3.1 This Agreement will be effective on and from the Commencement Date, which will be the date this Agreement has been signed by both parties.
- 3.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement. If an Eligible Cost relates to a period after the End Date then this Agreement (including the Recipient's reporting obligations under Item 7 (Reporting) of the Key Details) shall continue until such time as the Permitted Funding Activity or associated arrangement giving rise to that Eligible Cost has been completed.
- 3.3 DIA can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time:
- (a) while DIA reasonably considers that the Recipient has become or is likely to become insolvent;
 - (b) while the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or a Crown Manager or Commission is appointed in respect of the Recipient under Part 10 of the Local Government Act 2002; or
 - (c) subject to clause 3.4, while any one or more of the following events or circumstances remains unremedied:
 - (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
 - (ii) the Recipient has provided DIA with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
 - (iii) DIA reasonably considers that this Agreement or a Permitted Funding Activity has caused, or may cause, DIA and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);

- (iv) the Recipient is involved in any intentional or reckless conduct which, in the opinion of DIA, has damaged or could damage the reputation, good standing or goodwill of DIA or the New Zealand Government, or is involved in any material misrepresentation or any fraud;
 - (v) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to DIA's reasonable satisfaction; or
 - (vi) any change in law, regulations or other circumstances materially affects DIA's ability to perform its obligations under this Agreement.
- 3.4 However, where DIA considers that a Termination Event set out in clause 3.3(c) can be remedied, DIA must give notice to the Recipient requesting a remedy, and must not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by DIA.
- 3.5 On expiry or termination of this Agreement, where the total Funding paid under this Agreement exceeds the aggregate amount incurred (or committed to) by the Recipient on account of Eligible Costs, the Recipient must upon request refund to DIA the excess amount.
- 3.6 At any time DIA may recover the amount of any Funding that has been spent or used other than to pay (including by reimbursement) Eligible Costs, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.
- 3.7 Clauses 1.2, 1.4, 1.5, 2.1, 2.6, 2.9, 2.10, , 3, 4, 5, 6, 7, 8, 9 and 10 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

4 **WARRANTIES AND UNDERTAKINGS**

- 4.1 The Recipient warrants that, as at the date of this Agreement:
- (a) It has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms, and it has complied with the Local Government Act 2002 in entering into this Agreement;
 - (b) the Recipient is solvent and is not subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets or to the appointment of a Crown Manager or Commission under Part 10 of the Local Government Act 2002;
 - (c) all information and representations disclosed or made to DIA by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive DIA as to any material matter;
 - (d) it has disclosed to DIA all matters known to the Recipient (relating to the Permitted Funding Activities, the Recipient or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of DIA or the New Zealand Government; and

(e) it is not aware of any material information that has not been disclosed to DIA which would, if disclosed, be likely to materially adversely affect the decision of DIA whether to provide the Funding.

4.2 The Recipient warrants that the Funding has been or will be applied solely to Eligible Costs and such warranty will be deemed to be repeated continuously so long as this Agreement remains in effect by reference to the facts and circumstances then existing.

4.3 DIA warrants that, as at the date of this Agreement, it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.

4.4 The Recipient acknowledges that DIA has entered into this Agreement in reliance on these warranties and undertakings.

4.5 The Recipient acknowledges and agrees that DIA has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Permitted Funding Activities, other than the Funding.

5 **LIABILITY**

5.1 The maximum liability of DIA under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.

5.2 The Recipient shall remain responsible for meeting the cost of any Permitted Funding Activities the total cost of which exceeds the Funding contribution made available under this Agreement, and DIA and the New Zealand Government have no obligations or responsibility whatsoever in respect of such costs and accept no financial risk on account of the Permitted Funding Activities provided that this shall in no way reduce or limit the Recipient's entitlement to funding to be made available under the "no worse off" package referred to in Item 2 of the Key Details.

5.3 DIA is not liable for any claim under or in connection with this Agreement or the Permitted Funding Activities, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

6 **CONFIDENTIALITY**

6.1 Subject to clause 6.2 and 6.3, each party must keep the other party's Confidential Information in confidence, and must use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:

(a) either party from using or disclosing any information with the written prior consent of the other party;

(b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;

(c) either party from disclosing information to its personnel, contractors or advisors with a need to know, so long as the relevant personnel, contractors and advisors

use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they are informed of the confidential nature of the information and, in the case of the Recipient, the Recipient receives an acknowledgement from its personnel, contractors or advisors that they acknowledge, and must comply with, the confidentiality obligations in this Agreement as if they were party to it;

- (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
- (e) DIA from using or disclosing to any party any documents, reports or information received in relation to this Agreement, provided that prior to any such disclosure DIA removes all information that is commercially sensitive to the Recipient from the relevant work.

6.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts DIA's ability to:

- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Permitted Funding Activities or this Agreement with any Minister of the Crown, any other government agency or any of their respective advisors;
- (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
- (c) publicise and report on the awarding of the Funding, including the Recipient's name, the amount and duration of the Funding and a brief description of the Permitted Funding Activities, on websites; in media releases; general announcements and annual reports.

6.3 The Recipient acknowledges that:

- (a) the contents of this Agreement; and
- (b) information provided to DIA (including the reports specified in the Key Details),

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason under the Official Information Act 1982 to withhold it.

6.4 DIA acknowledges that the Recipient is subject to the Local Government Official Information and Meetings Act 1987 and that its confidentiality obligations under this clause 6 are subject to its compliance with that Act.

7 MEDIA AND COMMUNICATIONS

7.1 The Recipient will keep DIA informed on a "no surprises" basis in relation to any media statements or press releases (including social media posts) to be made by the Recipient regarding this Agreement and/or DIA's involvement in connection with the Permitted Funding Activities.

- 7.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to DIA's Representative.
- 7.3 The Recipient will acknowledge the New Zealand Government as a source of funding that contributes towards the Recipient meeting the cost of the Permitted Funding Activities.
- 7.4 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of DIA or any associated body, or to make any public statement or comment on behalf of DIA or the New Zealand Government.
- 7.5 All correspondence with DIA under this clause 7 must be directed to DIA's Representative and copied to threewaters@dia.govt.nz.

8 DISPUTES

- 8.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a **Dispute**), either party may give written notice to the other party specifying the nature of the Dispute and requesting discussions under this clause 8 (**Dispute Notice**). As soon as reasonably practicable following receipt of a Dispute Notice, the parties must meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.
- 8.2 If the matter cannot be amicably settled within 20 Business Days after the date of the Dispute Notice then, at the request in writing of either party, the matter in respect of which the Dispute has arisen must be submitted, together with a report describing the nature of such matter, to the Representatives (or, if no such Representatives have been appointed, the respective Chief Executives of the parties) (together the **Dispute Representatives**).
- 8.3 Within 20 Business Days after the receipt of a request under clause 8.2, one individual (who does not act in his or her professional capacity as legal counsel for either party) selected by each of the Dispute Representatives, must make a presentation of no longer than 30 minutes to each of the Dispute Representatives (which may be by telephone or remotely), who will then attempt in good faith to reach a common decision within a half-day. The decision of the Dispute Representatives is binding on the parties.
- 8.4 In the case of a Dispute, if the Dispute Representatives have not met within 20 Business Days of receiving a request in accordance with clause 8.2, or if they fail to reach a common decision within the stated time period, either party may by notice in writing to the other party refer the Dispute to be referred to mediation before a single mediator appointed by the parties. Each party will bear its own costs of mediation and the costs of the mediator will be divided evenly between the parties.
- 8.5 If the parties are unable to agree on the appointment of a mediator within 5 Business Days of the notice requiring the Dispute to be referred to mediation, a mediator may be appointed at the request of any party by the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 8.6 If the Dispute is not resolved within 20 Business Days of referral to mediation, the parties may commence court proceedings without further participation in any mediation.
- 8.7 Nothing in this clause 8 will prevent either party from seeking urgent interim relief from a court (or other tribunal) of competent jurisdiction.

9 REPRESENTATIVES

- 9.1 All matters or enquiries regarding this Agreement must be directed to each party's Representative (set out in the Key Details).
- 9.2 Each party may from time to time change the person designated as its Representative on 10 Business Days' written notice to the other parties.

10 GENERAL

10.1 Each notice or other communication given under this Agreement (each a **notice**) must be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:

- (a) **Delivery:** delivered personally, when delivered;
- (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
- (c) **Email:** sent by email:
 - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,

provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 10.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by DIA to obtain the full benefit of this Agreement according to its true intent.
- 10.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 10.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 10.5 No amendment to this Agreement will be effective unless agreed in writing by both parties.
- 10.6 The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with DIA's prior written approval.
- 10.7 DIA may assign or transfer any of its contractual rights or obligations under this Agreement without the Recipient's prior approval. DIA may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Permitted Funding Activities or this Agreement.
- 10.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those

powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.

- 10.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 10.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 10.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 10.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 10.13 This Agreement may be executed in any number of counterparts (including duly electronically signed, scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement. This Agreement is intended to constitute a binding and enforceable agreement in accordance with its terms.

END OF PART 2

PART 3: DEFINITIONS AND CONSTRUCTION

Defined terms

In this Agreement, unless the context requires otherwise, terms defined in the Agreement have the meaning set out therein and:

Business Day means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

Commencement Date has the meaning given in clause 3.1 of Part 2.

Confidential Information of a party (Owner), means any information in the possession or control of another party (Holder) that:

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above;

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are not Confidential Information.

Conflict of Interest means any matter, circumstance, interest or activity of the Recipient, its personnel or contractors, or any other person with whom the Recipient has a relationship that:

- (a) conflicts with:
 - (i) the obligations of the Recipient (or its personnel or contractors) to DIA under this Agreement; or
 - (ii) the interests of the Recipient in relation to this Agreement and/or the undertaking of the Permitted Funding Activities; or
- (b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to carry out the Permitted Funding Activities.

Eligible Costs means the actual costs that have been (including before the Commencement Date) or will be reasonably incurred by the Recipient to undertake a Permitted Funding Activity in accordance with this Agreement, including overhead and management time that is directly attributable to undertaking a Permitted Funding Activity.

Funding means the funding or any part of the funding (as the context requires) payable by DIA to the Recipient in accordance with the terms of this Agreement, as described in the Key Details.

Key Details means Part 1 of this Agreement.

Payment Request means a request submitted to DIA by the Recipient seeking payment of Funding.

Quarter means a financial quarter, being a three monthly period ending on 30 June, 30 September, 31 December or 31 March.

Termination Event means any one or more of the events or circumstances set out in clause 3.3.

Water Services Entity means:

- (a) the new water services entities to be established by legislation giving effect to the Three Waters Reform Programme; and
- (b) the local establishment entities to be established by legislation in advance of the establishment of the new water services entities.

Construction

In the construction of this Agreement, unless the context requires otherwise:

Currency: a reference to any monetary amount is to New Zealand currency.

Defined Terms: words or phrases appearing in this Agreement with capitalised initial letters are defined terms and have the meanings given to them in this Agreement.

Documents: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time.

Inclusions: a reference to “includes” is a reference to “includes without limitation”, and “include”, “included” and “including” have corresponding meanings.

Joint and Several Liability: any provision of this Agreement to be performed or observed

by two or more persons binds those persons jointly and severally.

Parties: a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns.

Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate.

Precedence: if there is any conflict between the different parts of this Agreement, then unless specifically stated otherwise, the Key Details will prevail over Part 2.

Related Terms: where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings.

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations.

Writing: a reference to “written” or “in writing” includes email and any commonly used electronic document format such as .DOC or .PDF.

END OF PART 3

SCHEDULE 1: PERMITTED FUNDING ACTIVITIES

Permitted funding activities

- Information gathering exercises relating to transition, including responding to requests for information from the DIA's Three Waters National Transition Unit.
- The supply of information and resource to support council's preparation for transition, including:
 - allocation schedules for the assets, liabilities, workforce and contracts to transfer to Water Services Entities;
 - Water Service Entity asset management plans; and
 - Water Service Entity funding and pricing plans.
- Participation in local transition activity and local transition teams.
- Complying with any additional requirements or processes mandated by the Water Services Entities Bill (once enacted) and supplementary legislation.
- Any other activities that councils reasonably consider necessary to support transition and that give effect to the intent behind this Agreement (as expressed in Item 2 of the Key Details).

Document No: A628922

Report To: Council



Meeting Date: 30 August 2022

Subject: Marokopa Holiday Park – Service Arrangements

Type: Decision Required

Purpose of Report

- 1.1 The purpose of this business paper is to present options for the future delivery of service arrangements at the Marokopa Holiday Park for Council's consideration.

Background

- 2.1 Following the termination of a long-standing leasing arrangement in 2018, an unsuccessful Expression of Interest process in 2018, and a short fixed-term employment arrangement for the management of the Marokopa Holiday Park (Site), Council, at its meeting in October 2018, resolved to convert the Site to a Kiwi Camp facility. The conversion involved the installation of an electric boom gate, retrofitting Kiwi Camp/Cash technology in the existing ablutions block and installation of CCTV cameras. The Kiwi Camp model is currently operating at the Site.
- 2.2 Concerns have been raised by Elected Members regarding the viability of operating the Site under the current model, and in addition, the community has raised its concerns regarding the misuse and/or abuse by users of the Site due to the Site being unmanned. As a result, WDC wishes to present options to Council as a mechanism to address these concerns.

Commentary

3.1 Operational and Maintenance Requirements

- 3.2 Notwithstanding the use of the Kiwi Camp model, the Site requires on-going site maintenance and operational requirements including, mowing and cleaning services.
- 3.3 The cleaning services required at the Site have been provided on a daily basis since November 2018, by service providers that live locally. Due to the remote location of the Site, the local cleaning service provider has also provided the added benefit to WDC, of being WDC's 'eyes and ears', monitoring the Site and assisting with Kiwi Camp user enquiries, when possible.
- 3.4 The maintenance of the grounds continues to be provided by WDC including mowing the lawns and spraying on a regular basis. This is a two-hour round trip from Te Kuiti to Marokopa.
- 3.5 In addition, there are insurance, utility and internet costs incurred at the Site, and the rates are approx. \$2221 per annum.

3.6 A summary of the costs and revenue over the previous 3 years are below:

Detail	Actual 2020	Actual 2021	Interim 2022
Operational Costs* (refuse, utilities, internet, campground license, R&M & cleaning)	\$46,069	\$55,919	\$51,150
Revenue (after 20% of earnings to Kiwicash as per contractual arrangement)	\$16,406	\$30,163	\$21,097
MBIE Responsible Camping Funding	\$28,000	\$14,563	-
Total Revenue	\$44,406	\$44,726	\$21,097
Cost to Council	\$1,663	\$11,193	\$30,053

*excludes indirect costs

3.7 Government Funding

3.8 In previous years WDC has also been successful in obtaining MBIE funding to support responsible camping. This funding is no longer available and ended in 2021.

3.9 WDC does not currently receive any Government funding towards the Site.

3.10 Current Budget

3.11 The total budget available for the Site operations for the 2022/23 Financial Year is \$41,000.

Analysis of Options

4.1 The options available for the ongoing service arrangements required at the Site are as follows:

Option 1 – Status Quo – maintaining the current levels of service, continuing to utilise Kiwi Camp concept/technology, engage a service provider to clean the Site on a daily basis, and WDC continues to maintain the grounds.

Option 2 – Procure Site operation and management services (with or without Kiwi Camp) – advertise nationally, seeking Requests for Proposals from person(s) that are interested in operating and managing all aspects of the Marokopa Holiday Park (with or without the Kiwi Camp facility).

Option 3 – An employee arrangement to manage all aspects of the Site (with or without Kiwi Camp) – WDC would operate and manage the Site business and make appropriate employment arrangements (with or without the Kiwi Camp facility).

Option 4 – Sell the Holiday Park business and land on the open market.

4.2 Some of the broader considerations are discussed below:

Option 1 – Status Quo

4.3 WDC could continue with the current levels of service at the Site.

4.4 The current service provider that provides the cleaning services (and additional Transfer Station Services) for WDC is happy to continue providing the services going forward. The service provider is providing an excellent service and is meeting the requirements under the service agreement.

- 4.5 The arrangement with Kiwi Camp will continue in accordance with the agreement, and WDC would continue to maintain the grounds at the Site on a regular basis and pay the other associated costs at the Site.
- 4.6 However, due to the remote location of the Site and the fact that it is unmanned, this has made the operation and management of the Site challenging. Some of these challenges include, not physically being able to assist visitors with the Kiwi Camp technology at all times, the sometimes-unstable internet connection makes connecting to the Kiwi Camp technology variable, and the overall monitoring and security of the Site is not possible at all times.
- 4.7 In addition, continuing with the status quo will not address the concerns raised by the Elected Members and the community, and is therefore not recommended. That is, it will continue to run at a loss, be open to user abuse and be seen as an ineffective and inefficient service.

Option 2 – Procure Site operation and management services (with or without Kiwi Camp)

- 4.8 WDC could engage a service provider via a Request for Proposal (RFP), advertised nationally, for the day-to-day operation and management of all aspects of the Site, including providing all Site maintenance. The respondents to this RFP would provide their proposed ideas on the best way to operate and manage the Site, including possible business models, which may or may not include the use of the current Kiwi Camp model.
- 4.9 WDC would evaluate any submissions received via the RFP to determine the best service level for the community / value for money proposal available, at its discretion. The highest, or any response will not necessarily be accepted.
- 4.11 The advantage in utilising this approach is that it will enable all interested parties, nationally, the opportunity to bid for the services required by WDC and provide WDC with many potential available options/opportunities, some of which it may not have considered.
- 4.12 If a successful service provider is identified and able to be procured within budget, this will result in a service provider being on-site managing all aspects and the day-to-day management of the Site, which will hopefully minimise the community concerns of misuse, and depending on the performance and business model implemented with a successful service provider, the viability issue may also be minimised.
- 4.13 However, the RFP approach will take a reasonable length of time to complete, and will involve preparation of the RFP documentation, preparation and receipt of submissions, evaluation of responses, negotiation and award of contract (total estimate 3 months). Council needs to consider the most appropriate time to proceed with this RFP process, in fairness to the potential service provider and Site users.
- 4.14 Other considerations include that there is no guarantee that WDC will receive any RFP submissions or suitable respondents/options to meet its requirements, or that potential proposals will be achievable within the available budget. If this occurs, Council will need to determine an alternative approach to the service arrangements at the Site.

Option 3 – Employee Arrangement to manage all aspects of the Site (with or without Kiwi Camp)

- 4.15 WDC could utilise an employee arrangement to operate and manage all aspects of the Site on a day-to-day basis. The advantage of this type of arrangement is that WDC will have greater control and management of the Site.
- 4.16 However, WDC has utilised this option previously, and it was determined not to be efficient due to the costs/overheads including administrative costs (i.e. payroll considerations, holiday pay), insurances, and providing the cleaning products and equipment. In addition, there are also the health and safety concerns, and the cover for absences is very difficult to arrange remotely and at short notice. It is unlikely that this approach will provide the flexibility required to effectively and efficiently manage the Site.

Option 4 – Sale of the Holiday Park

- 4.17 This is likely to cause significant local concerns. It has been legally determined that the Site does belong to WDC but the public relations fall-out would be significant.
- 4.18 The other negative is that the future use of the land, if sold, is unknown. Staff believe that there is a will to keep the Holiday Park available for public use.
- 4.19 The positive, if sold, is that the Site will no longer be WDC's concern and the money received from the sale would be used to reduce Council debt.

Considerations

5.1 **RISK**

5.2 The risks associated with this decision include:

5.3 **Option 1 - Status Quo** – the concerns raised by the community will not be addressed and Council's reputation could be impacted further, and if the viability of the Site is not remedied then this impacts the cost to the ratepayer.

5.4 **Option 2 - Procure Site operation and management services (with or without Kiwi Camp)** – the estimated timeframe to complete the tender process will likely not be complete until late in 2022. This timeframe falls at the beginning of the summer season and may not allow sufficient time for a successful respondent to adequately implement the proposed services. As a result, Council risks providing an inadequate service during this transition period, which may impact Council reputation and use of the Site.

5.5 In addition, if no responses (or unsuitable submissions) are received to the RFP or the budget is insufficient, an alternative solution will need to be determined by Council. However, if no submissions (or unsuitable submissions) are received, Council does have the Kiwi Camp model operational to continue with in the interim until another solution is determined.

5.6 **Option 3 - Employee Arrangement to manage all aspects of the Site (with or without Kiwi Camp)** – as mentioned above WDC has employed a Site manager previously, and it was determined not to be efficient due to the costs/overheads including administrative costs (i.e. payroll considerations, holiday pay), insurances, and providing the cleaning products and equipment. In addition, the cover for absences is very difficult to arrange remotely and at short notice, and WDC runs the risk of having no cover at times, which would impact on many things such as Council reputation, users and potentially income.

5.7 **Option 4 – Sale of the Holiday Park** – the public relations concerns are considered to be too great, and therefore not recommended.

5.8 **CONSISTENCY WITH EXISTING PLANS AND POLICIES**

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

5.10 **SIGNIFICANCE AND COMMUNITY VIEWS**

5.11 This decision is not a significant decision in terms of the Council's Significance and Engagement Policy 2021.

Recommendation

6.1 It is recommended that Council agree to Option 2 and procure services for the operation and management of the Marokopa Holiday Park on a day-to-day basis (with or without the Kiwi Camp model). The selection of the service provider will be by Request for Proposal.

Suggested Resolutions

- 1 The business paper on Marokopa Holiday Park – Service Arrangement be received.
- 2 Council adopts Option 2 being to procure the services for the day-to-day operation and management of the Marokopa Holiday Park (with or without the Kiwi Camp model), from a service provider, through a Request for Proposal tender process.



BEN SMIT
CHIEF EXECUTIVE OFFICER

19 August 2022

Document No: A628463

Report To: Council



Meeting Date: 30 August 2022

Subject: Marokopa Section – Lot 2, DP556776

Type: Decision Required

Purpose of Report

- 1.1 The purpose of this business paper is to seek a decision on the Marokopa section owned by Waitomo District Council, which is adjacent to the Marokopa Holiday Park.

Background

- 2.1 At its meeting on 30 October 2018, Council resolved to subdivide the Marokopa Holiday Park land creating a separate fee simple title, Lot 2 DP556776, of approximately 0.2548ha (Land) (see attached map). The subdivision was completed in June 2021 and is zoned residential.
- 2.2 WDC's intention was that once the section was subdivided, the options available for the Land would be presented to Council for consideration.

Commentary

- 3.1 The Land and buildings are currently unused, and the grounds maintained by WDC (mowing and spraying) on a regular basis.
- 3.2 The Land contains a tennis court, old school building, two removable cabins, two water tanks and an ablution block. All of these assets are currently not in use. Note: Lot 2 excludes the community fire and emergency shed, this forms part of the Holiday Park title.
- 3.3 WDC currently pays the rates on this land which is approx. \$1,032.00 per annum, and the insurance on the assets.

Analysis of Options

- 4.1 The options available for the Land are as follows:
 - Option 1** – Status Quo – leave the land and buildings unused.
 - Option 2** – Lease the Land.
 - Option 3** – Sell the Land.
- 4.2 These options are discussed further below:
- 4.3 **Option 1 – Status Quo**
- 4.4 Council could leave the Land as is, vacant and unused. However, this option is not recommended, the ongoing maintenance and associated costs including rates and insurance, will continue to be incurred by ratepayers, with no financial return or benefit to the community.

4.5 In addition, there are ongoing security concerns regarding WDC's assets on the Land. Due to its remote location, it is not possible for WDC to monitor its assets on the Land, 24/7. As a result, there is a risk of damage to the assets or break ins; the old school building and cabins have been broken into on several occasions in the past.

4.6 Option 2 – Lease the Land

4.7 Council could tender the land for lease to be occupied by a third party. This option would result in ownership of the Land being retained by WDC, and all costs associated with the Land would be the responsibility of the lessee.

4.8 A tender would be advertised with interested parties required to submit their responses, identifying the proposed planned use and lease fee. WDC would evaluate the proposals and determine, at its discretion, the best option for the use of the Land. The highest, or any tender will not necessarily be accepted.

4.9 It would be prudent for WDC to obtain a market rental assessment, so it has an idea of an appropriate lease fee, and in addition, consideration should be given to whether a building report should be obtained on the status of the old school house, to ensure the building is fit for occupation and poses no health and safety concerns. Also, depending on the use of the Land by the lessee, a fence may need to be erected with the neighbouring site, where the fire and emergency shed is located.

4.10 There is no restriction on the term of the proposed lease, and it is recommended this be determined by WDC when considering the proposals received. In addition, depending on the agreed proposed use of the Land, will determine whether this will trigger the need to obtain a land use consent, pursuant to the Operative District Plan.

4.11 Leasing the Land is the recommended option, as it allows WDC the discretion to determine what the Land will be used for (subject to the Operative District Plan), particularly as it is located next to the Holiday Park. It also gives WDC the ability to utilise the Land in the future for other purposes, it will eliminate the ongoing maintenance and other costs, the security issues currently faced by WDC, and may potentially provide income.

4.12 Option 3 – Sell the Land

4.13 Council could sell the Land and dispose of this asset. However, prior to determining this as the preferred option, an assessment of significance pursuant to the Significance and Engagement Policy 2021 would need to be completed to determine if community engagement is required.

4.14 If the Land is sold, this would eliminate all the ongoing costs that are associated with the Land, and the money from sale of the property would be used to reduce Council debt.

Considerations

5.1 RISK

5.2 The risks associated with this decision include:

5.3 **Status Quo** – the risk with this option is that ratepayers will continue to pay for the ongoing maintenance of the Land, rates and insurance, and Council runs the risk of potential damage being caused to the buildings/assets through break ins There is also the risk to Council's reputation leaving usable land vacant, when income could be achieved either via a leasing arrangement or sale of the Land.

5.4 **Lease the Land** – there is minimal risk with this option, as WDC will evaluate any responses to the tender ensuring the lease purpose is appropriate. In addition, the occupation, use and maintenance of the Land will be in accordance with the terms and conditions of the lease arrangement entered into between the parties. If no responses or unsuitable responses are received, or land use options are not permitted under the Operative District Plan, Council will need to consider what other options are available at that time.

5.5 **Sell the Land** – subject to the outcome of the any community engagement (if determined necessary), the risk with this option is that Council may, in the future decide that it requires additional land in Marokopa, and particularly, as it owns sections either side of the land. The public fall-out of selling this land is likely to be significant.

5.6 **CONSISTENCY WITH EXISTING PLANS AND POLICIES**

5.7 A decision by Council to consider this matter is in accordance with Council's plans and policies, subject to consideration of the Significance and Engagement Policy 2021 if Council resolves to sell the Land.

5.8 **SIGNIFICANCE AND COMMUNITY VIEWS**

5.9 As indicated in paragraph 4.9 above, if Council resolves to sell the Land (Option 3), an assessment of significance will be required pursuant to the Significance and Engagement Policy 2021 to determine if the community engagement is required, otherwise, this decision is not a significant decision in terms of the Council's Significance and Engagement Policy.

Recommendation

6.1 It is recommended that Council lease the Marokopa section (Option 2), for a term and rate, as agreed by the Chief Executive.

Suggested Resolutions

- 1 The business paper on Marokopa Section – Lot 2, DP556776 be received.
- 2 Council adopts Option 2, being to lease the Marokopa Section (Lot 2 DP556766) for a term and rate as approved by the Chief Executive.



BEN SMIT
CHIEF EXECUTIVE OFFICER

19 August 2022

Attachment: Marokopa Section Map (A628464)

Print Date: 19/08/2022
Print Time: 2:36 PM



Scale: 1:558

Original Sheet Size A4

Projection: NZGD2000 / New Zealand Transverse Mercator 2000
Bounds: 1750451.19164232,5759017.94672445
1750554.32438248,5759146.16181915

Document No: A628760

Report To: Council



Meeting Date: 30 August 2022

Subject: Adoption of the Waitomo District Council Local Alcohol Policy

Type: Decision Required

Purpose of Report

- 1.1 The purpose of this business paper is to request that Council resolve pursuant to section 90 of the Sale and Supply of Alcohol Act 2012 (the Act) to adopt the Waitomo District Council Local Alcohol Policy (LAP) to come into force on 1 September 2022.

Background

- 2.1 At the Council Workshop on 12 April 2022, elected members were presented with the track changed Draft Policy on Local Alcohol. A report from the Waikato District Health Board for the Waitomo District Alcohol related ED presentations was also included.
- 2.2 The report highlighted for Waitomo District residents the highest incidence of presentations are from Saturday night and the 18-24 age group is the most at risk. No suggested changes were made in relation to the report findings from the Medical Officer of Health.
- 2.3 No substantial amendments to the LAP were proposed. However, the following minor edits were made:
 - Sections covering Introduction, Overview and Objective incorporated into a separate Introduction section and the Purpose and Scope section.
 - Transferred the policy into the new Council policy template.
 - Replaced the District map including more placenames.
- 2.4 Council consulted on the draft LAP using the special consultative procedure from 3 June to 1 July 2022. No submissions were received.
- 2.5 At the Council meeting on 26 July 2022, Council resolved to publicly notify the PLAP in accordance with section 80 of the Act. As no submissions were received, only the Medical Officer of Health and Police could appeal against the PLAP.
- 2.6 Council has not received an appeal against the PLAP from either the Medical Officer of Health or Police within the 30-working day timeframe. Pursuant to section 87 of the Act, if no appeal against any element of a provisional local alcohol policy is made earlier, the policy is adopted 30 days after its public notification.
- 2.7 Therefore, as no appeals have been received, the LAP has now deemed to have been adopted.

Commentary

- 3.1 Pursuant to section 90(1)(a) and (b) of the Act, once a PLAP has been adopted and ceased to be provisional, the territorial authority concerned must give public notice of its adoption and may then bring it into force on a day stated by resolution.

Analysis of Options

4.1 **OPTIONS**

- 4.2 The reasonably practicable options related to the adoption of the LAP are:

Option 1: Bring the LAP into force on 1 September 2022.

Option 2: Revoke the current LAP.

- 4.3 Option 1, if approved, would require Council to issue public notification of the LAP on 1 September 2022.
- 4.4 Staff do not recommend Option 2 as there would be no local input into licensing of premises selling alcohol.

Considerations

- 5.1 **RISK**
- 5.2 If the LAP is not reviewed this year, it would no longer meet the legislative requirements as specified in the Act.

Recommendation

- 6.1 Council publicly notifies that the LAP is coming into force on 1 September 2022.

Suggested Resolutions

- 1 The business paper on "Adoption of the Waitomo District Council Local Alcohol Policy" be received.
- 2 Council adopts the Waitomo District Council Local Alcohol Policy for public notification on 1 September 2022.



CHARMAINE ELLERY
MANAGER STRATEGY AND POLICY



ALEX BELL
GENERAL MANAGER – STRATEGY AND ENVIRONMENT

23 August 2022

Attachment: Local Alcohol Policy (A628902)

Waitomo District Council

Local Alcohol Policy

First Adopted:	10 October 2013 (provisional), 1 June 2016 (came into effect)
Review History:	2015, 2022
Date of Next Review:	2028
Responsibility:	GM Strategy and Environment
Adopted by:	Council 28 July 2015 (Amended)

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INTRODUCTION | KUPU ARATAKI

The Sale and Supply of Alcohol Act (the Act) was enacted by Parliament in December 2012. The Act allows for territorial authorities to have local alcohol policies however this not a requirement of the Act.

The object of the Sale and Supply of Alcohol Act is that:

'The sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and the harm caused by the excessive or inappropriate consumption of alcohol should be minimised.'

This Local Alcohol Policy (LAP) has been developed pursuant to section 75 of the Sale and Supply of Alcohol Act 2012, which empowers territorial authorities to develop Local Alcohol Policies for their District.

PURPOSE AND SCOPE | TE ARONGA ME TE KORAHĪ

1. The purpose of this policy is to:
 - balance the reasonable needs of the residents of Waitomo District regarding the sale, supply and consumption of alcohol.
 - address the statutory requirements of the Sale and Supply of Alcohol Act 2012.
 - minimise the harm caused by excessive or inappropriate consumption of alcohol.
2. This policy is intended to set a clear framework which will be applied to all applications for on, off, club and special licences, temporary authorities and managers certificates within the Waitomo District.
3. The Sale and Supply of Alcohol Act (the Act) outlines what content a territorial authority may include in their LAP.
 - a. Section 77 of the Act outlines what policies may be included in a LAP. No other policies except those listed under that section can be included in a LAP.
 - b. Section 78 of the Act a lists the matters a local authority must have regard to when producing a draft policy.
 - c. In addition a territorial authority must not produce a draft policy without having consulted the Police, licensing inspectors, and Medical Officers of Health.
 - d. Section 93 of the Act allows a LAP to contain a policy more restrictive than the relevant district plan, but a LAP policy cannot authorise anything forbidden by the relevant district plan.
4. The policy applies to the Waitomo District is that area illustrated in figure two.
5. Authority Statements and Case Law
 - (i) The Waitomo District Licensing Committee shall give all due regard to any statement issued by the Alcohol Regulatory and Licensing Authority pursuant to section 176 of the Act when interpreting this policy and determining licence applications, and to any relevant decisions issued by the Authority.

DEFINITIONS | NGĀ WHAKAMĀRAMATANGA

Authorised customer	Shall have the same meaning as in section 60(3) of the Act
Café	Shall have the same meaning as “restaurant” in section 5 of the Act
Club	Shall have the same meaning as in section 21 of the Act.
District Licensing Committee	Means the Waitomo District Licensing Committee under section 186 of the Act
Early childcare facility	Includes any crèche, childcare centre, kindergarten, kohanga reo play centre or plunket rooms or any other place (excluding a school) where five or more children receive care or education Local Government Act 2002.
Facility	Includes a place of worship, school or early childcare facility
Hotel	Shall have the same meaning as in section 5 of the Act
Large scale event	Means an event to which section 143 of the Act applies.
New Premises	Applying to on-licence, off-licence and/or club-licence means any premises which has not been subject to a liquor licence of the same kind in the 12 months immediately prior to the application.
Off-licence	Shall have the same meaning as in section 17 of the Act
One-way door restriction	Shall have the same meaning as in section 5 of the Act
On-licence	Allows sale, supply and consumption of alcohol on premise as defined by section 14 of the Act.
Outdoor dining area	Means an area of a premises holding an on-licence or club licence that is outside of the building and includes any part of a public footpath, pavement or other public place.
Place of worship	Shall have the same meaning as in section 5 of the Act
Prohibited persons	Are persons to whom alcohol cannot be served including minors and intoxicated persons and in the case of clubs any person who is not an authorised customer
Public park	Means any park, reserve, playground, garden or similar public place maintained by the Local Authority for recreation purposes
Restaurant	Shall have the same meaning as in section 5 of the Act
School	Includes any primary, intermediate or secondary school and any kura kaupapa

Special Licence	Means the type of licence detailed in section 22 of the Act.
Tavern	Shall have the same meaning as in section 5 of the Act
Temporary Authority	Shall have the same meaning as in section 5 of the Act
The Act	Means the Sale and Supply of Alcohol Act 2012

POLICY | KAUPAPA HERE

1. Specific Policies - On-Licences

(a) Introduction

(i) An on-licence premise is one where consumption of alcohol is authorised on the premises from which it is sold. Common examples include hotels, taverns and restaurants.

(ii) Section 14 of the Act states:

"On any premises an on-licence (other than an on-licence endorsed under section 37 of the Act) is held for, the licensee—

*(a) Can sell and supply alcohol for consumption there; and
Can let people consume alcohol".*

(iii) Policies relating to on-licences also apply to:

- a. BYO restaurants (endorsed under section 37 of the Act)
- b. Caterers (endorsed under section 38 of the Act)

(b) Location of premises holding on-licences by reference to broad areas

(i) On-licences for new premises shall be limited to areas zoned Business under the Waitomo District Plan unless authorised by resource consent, and then subject to the following policies (c),(d),(e),(f),(g) and (h).

(c) Location of premises holding on-licences by reference to proximity to premises of a particular kind or kinds

(i) When considering a licence application for new premises the District Licensing Committee will have regard to the proximity of that proposed premise to other licensed premises where it considers this relevant.

(d) Location of premises holding on-licences by reference to proximity to facilities of a particular kind or kinds

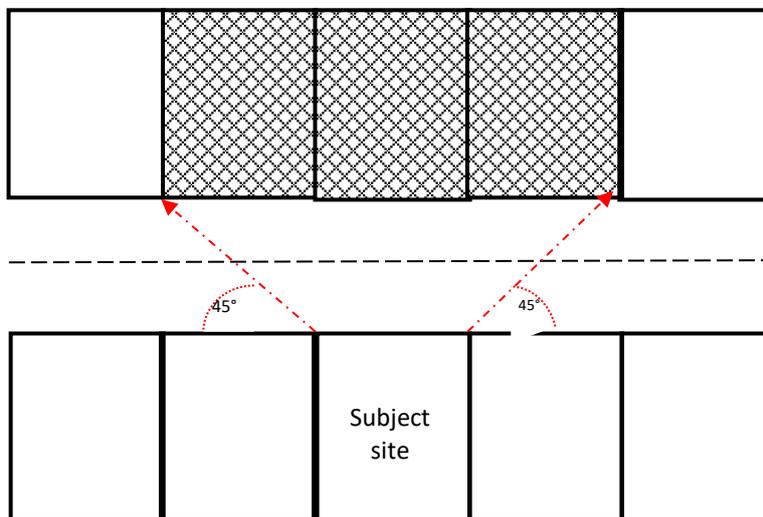
(i) In addition to (b) above, an on-licence will not be issued in respect of any new premises on any site where it directly borders any school, early childcare facility, or place of worship existing at the time the premises is established. "Directly borders" includes across any road from such facility, within a 45° arc as shown in figure one.

(ii) In cases where a resource consent has been issued to locate a premises in a non-commercial area as allowed in (b) above, the boundary of the site shall be a minimum

of 40 metres from the boundary of any school, early childcare facility, or place of worship existing at the time the premises is established.

- (iii) Renewal of a licence shall be unaffected should a school, early childcare facility, or place of worship later move to a site which borders an existing licensed premise.

Figure One:



(e) Further issuing of on-licences in the District

- (i) This policy does not cap the number of on-licence premises or restrict the issue of new licences, provided the other policy criteria are met.

(f) Maximum trading hours for premises holding on-licences

- (i) No on-licence shall be issued or renewed for any hotel or tavern premises with hours that exceed the following (subject to sections 46 and 47 of the Act):
 - a. Monday to Sunday 9:00am to 2:00am the following day.
 - b. In the case of hotels, alcohol may be sold or supplied at any time to any guest residing on the premises.
- (ii) Where a new hotel, tavern or other premises where the principal activity is the consumption of alcohol is proposed within 100 metres of any area zoned residential in the Waitomo District Plan, hours will not exceed the following:
 - a. Sunday to Thursday 9:00am to 10.30pm,
 - b. Friday and Saturday 9.00am to 12.00 midnight,
 - c. In the case of hotels, alcohol may be sold or supplied at anytime to any guest residing on the premises.
- (iii) No on-licence shall be issued or renewed in respect of any restaurant or café premises with hours that exceed the following (subject to sections 46 and 47 of the Act):
 - a. Monday to Sunday 9.00am to 12.00 midnight.
- (iv) Any outdoor dining area will not have hours that exceed 9.00am to 11.00pm. Outside of these hours the Public Places Liquor Control Bylaw restrictions shall apply to any premise within a liquor ban area.

(v) Any function centre or other premises not defined above will be subject to hours at the District Licensing Committee discretion but shall not exceed:

a. Monday to Sunday 9:00am to 2:00am the following day.

(g) Discretionary conditions of on-licences

(i) In accordance with section 110(1) and 117 the District Licensing Committee may impose discretionary conditions (in addition to those required by section 110(2)). These may include conditions related to the following, or any other reasonable condition:

- a. Prohibited persons
- b. Management of premises
- c. People or kinds of people to be served
- d. Low and non-alcoholic beverages
- e. Transport options
- f. Exclusion of the public

(h) One-way door restrictions

(i) A one-way door restriction of one-hour prior to maximum closing time may be applied on Thursday, Friday and Saturday nights to any hotel or tavern premises with a midnight or later closing time.

(ii) This condition may be applied to licences as they are issued or renewed.

2. Specific Policies - Off-Licence

(a) Introduction

(i) An off-licence premises is one where consumption of alcohol is authorised away from the premises on which it is sold. Common examples include supermarkets and bottle-stores.

(ii) Section 17 of the Act states:

"(1) On the premises an off-licence is held for, the licensee can sell alcohol for consumption somewhere else.

(2) While the premises an off-licence is held for are open for the sale of alcohol for consumption somewhere else, the licensee can also supply alcohol free, as a sample, for consumption on the premises."

(b) Location of premises holding off-licences by reference to broad areas

(i) Off-licences for new premises (excluding remote sellers endorsed pursuant to section 40 of the Act) shall be limited to areas zoned Business under the Waitomo District Plan unless authorised by resource consent.

(c) Location of premises holding off-licences by reference to proximity to premises of a particular kind or kinds

(ii) When considering a licence application for a new premises, the District Licensing Committee will have regard to the proximity of that proposed premises to other off-licensed premises where it considers this relevant.

(iii) Premises holding both an on-licence and off-licence shall ensure there is a separate point of sale and supply for the off licence if a totally separate area or premises is not practical.

(d) Location of premises holding off-licences by reference to proximity to facilities of a particular kind or kinds

- (i) Within the Business zone, an off-licence will not be issued in respect of any premises not currently licensed where the site directly borders any school, early childcare facility or place of worship existing at the time the premises are established or when resource consent is applied for (whichever is earliest) unless it can be demonstrated to the reasonable satisfaction of the District Licensing Committee that the hours, alcohol related signage or operation of the premises as they relate to alcohol sales will not have a significant impact on those facilities. "Directly borders" includes across any road from such facility as shown in figure one.
- (ii) Provided the Applicant demonstrates how the outcomes listed in 4.0(g) will be achieved the following shall be considered to have no significant impact:
 - The hours of an off-licence where there is no external display of alcohol advertising; and
 - The operation of an off-licence where the licensee implements an ID 25 policy.
- (iii) Renewal of a licence shall be unaffected simply on the grounds that:
 - a. such a facility later moves to a site which borders an existing licensed premises; or
 - b. the facility already bordered the existing licensed premises.
- (iv) When forming an opinion on amenity and good order, in relation to a new off-licence premises being licensed for the first time, the District Licensing Committee shall have regard to the proximity to a public park or reserve particularly where that park or reserve is within a liquor ban area prescribed by a bylaw and, if necessary, impose conditions set out in element 4.0(g).

Advice Note:

For the purposes of 4.0(d)(i) "business zone" means business land zoned in the Waitomo District Plan (or subsequent District Plan) at the time of the relevant off-licence application is determined.

(e) Further issuing of off-licences in the District

- (i) This policy does not cap the number of off-licence premises or restrict the issue of new licences, provided the other policy criteria are met.

(f) Maximum trading hours for premises holding off-licences

- (i) No off-licence shall be issued or renewed with trading hours that exceed Monday to Sunday 7.00am to 10.00pm (subject to section 48).

(g) Discretionary conditions of off-licences

- (i) In accordance with sections 116(1) and 117 the District Licensing Committee may impose discretionary conditions in relation to the following matters (in addition to those required by section 116(2)) or any other reasonable condition:
 - a. Prohibited persons
 - b. People or kinds of people to be served
 - c. Kinds of alcohol to be sold
 - d. Display of nationally consistent safe drinking messages and material
 - e. Application of Crime Prevention Through Environmental Design (CPTED) principles to achieve the following outcomes:

Closed-circuit television (CCTV)

- CCTV being installed in suitable locations to monitor vulnerable areas (areas which are not easily or not continuously monitored by staff).
- Customers being made aware of the CCTV systems.

Lighting

- Internal lighting inside the premises to enable passive surveillance by staff and active surveillance by CCTV.
- Lighting to allow customers to be seen as they enter the premises.
- Lighting to allow staff to check identification.
- External areas such as car parks and loading bays being well lit, subject to the requirements of any resource consent or a district plan rule.

Internal Layout

- General points of sale to be positioned near the main entrance.

Staff

- Relevant staff understanding how to operate the CCTV system.
 - There being sufficient numbers of staff to ensure control of the premises during trading hours.
- f. At least 50% of any store front glazing shall be transparent, consistent with CPTED guidelines and no more than 30% of the external area of any side of the premises may contain alcohol related signage or advertising, excluding the company name.
- g. External signage must comply with the signage requirements outlined in the Waitomo District Council District Plan.

3. Specific Policies – Club-Licence

(a) Introduction

- (i) A club is a body corporate having as its object (or as one of its objects) participating in or promoting a sport or other recreational activity, otherwise than for gain; or is a body corporate whose object is not for gain; or holds permanent club charter.
- (ii) Section 21 of the Act states:

“On the premises a club-licence is held for, the licensee can sell and supply alcohol to authorised customers (within the meaning of section 60(3)), for consumption there.”

“authorised customer, in relation to premises a club-licence is held for, means a person who—

- (a) is a member of the club concerned; or
- (b) is on the premises at the invitation of, and is accompanied by, a member of the club concerned; or
- (c) is an authorised visitor”

(b) Location of premises holding club-licences by reference to broad areas

- (i) New licensed club premises should be in close proximity to the sports grounds or other facilities used by the club, if relevant.

(c) Location of premises holding club-licences by reference to proximity to premises of a particular kind or kinds

- (i) When considering an application for a club licence for new premises, the District Licensing Committee will have regard to the proximity of the proposed new premises to any other licensed premises.

(d) Location of premises holding club-licences by reference to proximity to facilities of a particular kind or kinds

- (i) When considering an application for a club licence for new premises, the District Licensing Committee will have regard to the proximity of the proposed new premises to any school, early childcare facility, place of worship or residential area.

(e) Further issuing of club-licences in the District

- (i) This policy does not cap the number of club licence premises or restrict the issue of new licences, provided the other policy criteria are met.

(f) Maximum trading hours for premises holding club-licences

- (i) The District Licensing Committee will have regard to the days and hours of operation and the type of activities undertaken by the club in setting club hours.
- (ii) No club-licence shall be issued or renewed with hours that exceed the following:
 - a. Monday to Sunday 9.00am to 1.00am the following day (Subject to section 46 of the Act)

(g) Discretionary conditions of club-licences

- (i) In accordance with section 110(1) of the Act the District Licensing Committee may impose discretionary conditions regarding the following matters, in addition to those required by section 110(2):
 - a. Prohibited persons
 - b. Management of premises
 - c. People or kinds of people to be served
 - d. Low and none alcoholic beverages
 - e. Transport options
 - f. Exclusion of the public

(h) One-way door restrictions relating to club-licences

- (i) The District Licensing Committee may impose a one-way door condition on any licence where it believes this is warranted. The one-way door restriction shall not apply any earlier than two hours before the normal closing time of the premises.
- (ii) This condition may be added to a licence at the time of issue or renewal.

4. Specific Policies - Special Licences

(a) Introduction

- (i) Special licences allow the sale and consumption of alcohol at events or occasions on premises that are unlicensed, or premises that would be outside their normal licence conditions. They can permit on site or off site sales, and are in force for the date and time of the event only.
- (ii) "Event includes an occasion and a gathering, and any of a series of events".

(b) Maximum trading hours for premises holding special licences

- (i) Special licences for premises that are not otherwise licensed will not be issued beyond 1.00am except in exceptional circumstances as determined by the District Licensing Committee.

- (ii) Where the applicant for a special licence already holds an on-licence, off-licence or club licence with the maximum hours permitted for that type of licence under this policy, a special licence with greater hours will only be issued in exceptional circumstances as determined by the District Licensing Committee.

(c) Discretionary conditions of special licences

- (i) In accordance with sections 146 and 147(1) the District Licensing Committee may impose discretionary conditions regarding the following matters, in addition to those required by section 147(3):
 - a. Sale and supply to prohibited persons
 - b. People or kinds of people to be served
 - c. The kind or kinds of alcohol that may be sold or delivered
 - d. The provision of food for consumption on the premises
 - e. The provision of low and non-alcoholic beverages
 - f. The provision of information relating to transport options
 - g. Exclusion of the public
 - h. Restricting the types of containers used for sale or supply
 - i. The filing of returns
 - j. Conditions of a kind subject to which a licence may be issued under section 110 (on or club licence) or 116 (off licence)
 - k. Any reasonable condition not inconsistent with the Act.

(d) One-way door restrictions

- (i) The licensing committee may impose a one-way door condition on any licence where it believes this is warranted. The one-way door restriction shall not apply any earlier than two hours before the normal closing time of the premises, or in the case of a special licence no earlier than two hours prior to the conclusion of the event.

5. Temporary Authorities

- 5.1. All temporary authority applications will be passed to the Police to give them an opportunity to inquire into the application.
- 5.2. Pursuant to section 136(4)(c) every temporary authority will be subject to a condition that no second or subsequent temporary authorities will be issued in respect of the same premises and licensee unless a full licence application has already been filed, or, in exceptional circumstances, with the prior approval of the Secretary of the Licensing Committee.

SCHEDULE 1 | MAP OF WAITOMO DISTRICT



Document No: A628793	
Report To: Council	
	Meeting Date: 30 August 2022 Subject: Motion to Exclude the Public for the Consideration of Council Business Type: Decision Required

Purpose

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 items listed below in the public or public excluded portion of the meeting.

Commentary

2.1 Section 48 of the Local Government Official Information and Meetings Act 1987 gives 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.

Suggested Resolutions

- 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. Piopio Village Green – Subdivision	Section 7(2)(c)(h) – To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.	Section 48(1)(a)(1)
2. Te Kuiti West – Catchment Improvements	Section 7(2)(c)(h) – To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.	Section 48(1)(a)(1)
3. Chief Executive – Six Month Performance Review	Section 7(2)(a) - To protect the privacy of natural persons, including that of deceased natural persons	Section 48(1)(a)(1)

- 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 Committee with its decision making:

Staff Member	Reason for Remaining in Attendance
Chief Executive	Council CEO
Manager – Governance Support	Committee Secretary
General Manager – Strategy and Environment	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.



MICHELLE HIGGIE
MANAGER – GOVERNANCE SUPPORT