

ATTACHMENTS

Ordinary Council Meeting

30 January 2020

Table of Contents

3.1	Ordinary Council Meeting - 10 December 2019	
	Attachment 1 Council Meeting Minutes - 10 December 2019	3
	Attachment 2 Confidential Portion of Council Meeting Minutes - 10 December 2019.....	9
4.1	Ordinary Turangi/Tongariro Community Board Meeting - 3 December 2019	
	Attachment 1 Turangi/Tongariro Community Board Meeting Minutes - 3 December 2019	10
5.1	Notice of Motion - Napier Road Intersection	
	Attachment 1 Notice of Motion - Napier Road intersection.....	15
5.2	Contract TDC/1920/297 - Retaining Walls at Acacia Bay Road & Wily Terrace	
	Attachment 1 Locality Plans.....	16
5.3	Tender TDC/1819/316: Taupo Water and Wastewater Pipe Renewals 2020-21	
	Attachment 1 Water and Wastewater Renewals - General Layout Plans	18
5.5	Request from Taupo Saleyards Limited for new lease	
	Attachment 1 Area subleased from the Taupo Saleyards for a truck wash and stock effluent dump facility	21
	Attachment 2 Taupo Saleyards Lease Area	22
	Attachment 3 Formal request from Taupo Saleyards for new lease	24
	Attachment 4 Photos of truck wash down and stock effluent dump facility	26
	Attachment 5 Photos of Taupo Saleyards	28
5.6	Adoption of the 2019-22 Triennial Agreements with Regional Councils	
	Attachment 1 Draft Bay of Plenty Triennial Agreement	31
	Attachment 2 Draft Waikato Triennial Agreement	42
	Attachment 3 Draft Horizons Triennial Agreements	50
5.8	Adoption of Report on Dog Control Policy and Practices	
	Attachment 1 Taupo District Council Annual Dog Control Report 2018/19 [A2622637]	64
5.10	Adoption of Code of Conduct for the 2019-2022 Triennium	
	Attachment 1 Code of Conduct 2019-2022 Triennium [A2621954].....	72

Ordinary Council Meeting Minutes

10 December 2019

**TAUPŌ DISTRICT COUNCIL
MINUTES OF THE ORDINARY COUNCIL MEETING
HELD AT THE COUNCIL CHAMBER, 107 HEUHEU STREET, TAUPŌ
ON TUESDAY, 10 DECEMBER 2019 AT 1PM**

- PRESENT:** Mayor David Trewavas (in the Chair), Cr John Boddy, Cr Kathy Guy, Cr Tangonui Kingi, Cr Kylie Leonard, Cr John Mack, Cr Anna Park, Cr Christine Rankin, Cr Kevin Taylor, Cr Kirsty Trueman, Cr Yvonne Westerman, Cr John Williamson
- IN ATTENDANCE:** Chief Executive, Head of Operations, Head of Regulatory and Risk, Head of Community, Culture and Heritage, Head of Democracy, Governance and Venues, Head of Communications and Customer Relations, Organisational Business Development Partner, Policy Manager, Finance Manager, Consents and Regulatory Manager, Senior Resource Consents Planner, Senior Policy Advisor, Policy Advisor, Building Project Manager, Team Leader Communications, Health and Safety Business Manager, Facilities Manager, District Events Manager, District Parks Operations Manager, Senior Reserves Planner, Landscape Architect, Democratic Services Officer
- MEDIA AND PUBLIC:** One member of the public
Taupō Times
Taupō Weekender

His Worship the Mayor welcomed everyone to the meeting and Cr Tangonui Kingi recited an opening karakia. His Worship then called for a minute's silence as a mark of respect for the people who had lost their lives and suffered injuries in the White Island / Whakaari eruption the evening prior to the meeting, as well as colleagues at Whakatāne District Council and emergency services personnel who had responded to the disaster.

1 APOLOGIES

Nil

2 CONFLICTS OF INTEREST

Cr Yvonne Westerman declared a conflict of interest in relation to item 4.6 – Council Administration Building, due to a leasing arrangement in place for 14 Ruapehu Street, Taupō which was occupied by Council staff, owned by her mother and for which her business charged commission.

Cr Westerman also declared a conflict of interest in relation to item 4.2 – Road Naming Seven Oaks Development, at the time the item was considered.

3 CONFIRMATION OF MINUTES

3.1 ORDINARY COUNCIL MEETING - 26 NOVEMBER 2019

The minutes were amended to correct the spelling of "remuneration" (page 6 of the minutes, item 5.10, last word on the first line).

TDC201912/01 RESOLUTION

Moved: Cr Tangonui Kingi
Seconded: Cr Anna Park

That the minutes of the Council meeting held on Tuesday 26 November 2019 be confirmed as a true and correct record, as amended.

CARRIED

Page 1

Ordinary Council Meeting Minutes

10 December 2019

4 POLICY AND DECISION MAKING**4.1 CONSIDERATION OF TURANGI/TONGARIRO COMMUNITY BOARD RECOMMENDATION - APPOINTMENT TO EMERGENCY MANAGEMENT COMMITTEE****TDC201912/02 RESOLUTION**

Moved: Cr Tangonui Kingi
Seconded: Cr John Mack

That Council appoints Mr Clint Green to the Emergency Management Committee for the 2019-22 Triennium, in accordance with Turangi/Tongariro Community Board recommendation TT2019/12/04.

CARRIED**4.2 ROAD NAMING FOR 'SEVEN OAKS' DEVELOPMENT IN KINLOCH**

The Consents and Regulatory Manager summarised the report and confirmed that Mokai Marae representatives were willing to accept the road name 'Sherwood Way' provided that further consultation was undertaken for the future 10 road names and story boards to be established in the 'Seven Oaks' subdivision in Kinloch.

In answer to a question, the Head of Community, Culture and Heritage advised that the Mokai Marae representatives were acting in a voluntary capacity supporting a number of different developments and they would do their best to engage with the 'Seven Oaks' developers to support the telling of historical stories of importance.

TDC201912/03 RESOLUTION

Moved: Cr Anna Park
Seconded: Cr Kathy Guy

That Council approves the following road name 'Sherwood Way' for Seven Oaks subdivision, Kinloch.

CARRIED**4.3 SUBMISSION ON TE TURE WHENUA MAORI AMENDMENT BILL**

In answer to a question, the Policy Advisor explained that staff had not received any specific feedback from iwi partners following distribution of the submission, however elected members would be updated if any feedback was received.

TDC201912/04 RESOLUTION

Moved: Cr Kevin Taylor
Seconded: Cr John Williamson

That Council endorses the submission to the proposed Te Ture Whenua Māori Amendment Bill (A2600296).

CARRIED**4.4 APPOINTMENTS TO GOVERNANCE COMMITTEES FOR THE JOINT MANAGEMENT AGREEMENTS WITH THE RAUKAWA SETTLEMENT TRUST AND TE ARAWA RIVER TRUST AND TERMS OF REFERENCE FOR TE KOPU A KANAPANAPA**

The Senior Policy Advisor summarised the report and answered questions of clarification.

Page 2

Ordinary Council Meeting Minutes

10 December 2019

Members agreed that Crs Kathy Guy, Kylie Leonard and Kirsty Trueman would represent Council on the Governance Committee for the Raukawa Settlement Trust Joint Management Agreement with Council.

TDC201912/05 RESOLUTION

Moved: Cr Anna Park

Seconded: Cr Yvonne Westerman

1. That Council appoints Councillor Kathy Guy, Councillor Kylie Leonard and Councillor Kirsty Trueman to the Governance Committee for the Raukawa Settlement Trust Joint Management Agreement with Council.
2. That Council appoints Councillor Kathy Guy, Councillor Kylie Leonard, Councillor Kirsty Trueman and Councillor John Williamson to the Governance Committee for the Te Arawa River Iwi Trust Joint Management Agreement with Council.
3. The Council adopts the terms of reference (Attachment 1 to the report) for Te Kōpu ā Kānapanapa.

CARRIED**4.5 HEALTH AND SAFETY REPORT**

In answer to a question, the Health and Safety Business Manager advised that Health and Safety reports were provided to Council on a quarterly basis.

In answer to another question, the Chief Executive explained that many of the activities outlined on page 35 of the agenda supporting Council's Health and Wellness Strategy were not "subsidised" by ratepayers, but rather discounts offered by external providers.

The Chief Executive and the Head of Regulatory and Risk confirmed in response to a question about Standing Orders that staff would ask disruptive members of the public to leave Council or committee meetings if appropriate and it was safe to do so; use compliance staff to assist if necessary; and as a last resort Police could also be called to provide support.

In answer to a final question, the Health and Safety Business Manager advised that many health and wellbeing initiatives offered to staff were also available to elected members.

TDC201912/06 RESOLUTION

Moved: Cr Christine Rankin

Seconded: Cr Kylie Leonard

That Council receives the December 2019 Health and Safety Report.

CARRIED**4.6 COUNCIL ADMINISTRATION BUILDING - CHANGE TO SCOPE**

The Building Project Manager spoke to the report, adding that it had been drafted following recent induction workshops. Together with the Chief Executive, he answered questions and the following points were noted:

- The \$5m saving as a result of removing one level of parking was a GST-exclusive figure.
- It was envisaged that the building's parking area would be used primarily for Council pool vehicles, of which there were approximately 30.
- Provision for bus facilities was currently still in scope, but would be a matter for Council's further consideration once more information was available. Retail space was not in scope – just bus facilities and a café, both of which were ancillary to the building.
- The Commercial Industrial Structure Plan envisages a pedestrian precinct between Tongariro and Ruapehu Street with intensive uses such as 'eat street' type areas. 61 and 67 Tūwharetoa Street was outside this zone.
- The next step would be for the designers to bring concept designs to Council for input (in February 2020) and plans would be drawn up after that.

Page 3

Ordinary Council Meeting Minutes

10 December 2019

- Elected members could form a working party for the project, if desired.

Members discussed aspects of the project including the proposed floor space for alternate uses such as a café and bus facilities; and cost. With the agreement of the mover and seconder of the motion, the word "basement" was removed from the wording of the motion before it was put to the vote.

TDC201912/07 RESOLUTION

Moved: Cr John Williamson

Seconded: Cr Anna Park

That Council amends the design scope for the new council administration building at 61 and 67 Tūwharetoa Street, Taupō to include only one level of car parking.

CARRIED

Note: Cr John Boddy abstained from voting on resolution TDC201912/07 above.

4.7 GREAT LAKE PATHWAY UPGRADE TENDER CONSIDERATIONS

The Great Lake Pathway project team was in attendance. The Head of Operations introduced the report, stating that this had the potential to be a great legacy project. He explained the tender process which involved analysis of non-priced attributes prior to consideration of tender prices.

The Landscape Architect made a PowerPoint presentation (A2611400) and summarised engagement and consultation with stakeholders to date; and the three elements of the project which had come in over budget, namely the cantilevered boardwalk, concrete prices and the amount to be set aside for contingencies. Traffic management was also going to cost more than the initial estimate.

Staff answered questions and the following points were noted:

- The contract with Ironman required Council to upgrade the path to make it wider. There were a couple of cheaper options which would still enable Council to meet its contractual obligations, however it was recommended that the full amount be approved, as the project in its entirety would support community growth and address concerns from some influential sectors of our community.
- Examples of things which would necessitate use of contingency funding included: removing and/or replacing unforeseen material; locating and treating springs; archaeological finds; dealing with unsuitable bedding for erosion work. Contingencies would be handled in accordance with the New Zealand Standard for contract conditions, with input from the staff project team.
- The project was due to start late January 2020 and be completed in August 2020.
- The proposed contractor was based in Cambridge and had delivered projects for Taupō district recently.

The Finance Manager answered questions of clarification.

TDC201912/08 RESOLUTION

Moved: Cr John Boddy

Seconded: Cr Christine Rankin

1. That Council approves acceptance of the preferred tender for the Great Lake Path Project from Camex Ltd for \$3.48 million (plus GST) (made up of \$2,690,000 for the path component and \$790,000.00 for erosion mitigation component) and delegates authority to the Chief Executive to sign any relevant tender contract documents.
2. That Council approves the addition of \$690,000 (plus GST) to the 2020/21 Annual Plan for the completion of the pathway project.
3. That Council approves bringing forward \$870,000 (plus GST) from the Long-term Plan 2018-28 for erosion mitigation works.

CARRIED

Page 4

Ordinary Council Meeting Minutes

10 December 2019

4.8 TURANGI/TONGARIRO COMMUNITY BOARD DELEGATIONS**TDC201912/09 RESOLUTION**

Moved: Cr John Mack
Seconded: Cr Tangonui Kingi

That Council delegates authority to the Turangi/Tongariro Community Board for the 2019-22 Triennium as detailed in document attached to the report [A2545666].

CARRIED**4.9 ADOPTION OF MEETING SCHEDULE 2020**

The Head of Democracy, Governance and Venues advised that the Taupō East Rural Representative Group would be added to the key at the bottom of the schedule. The document would then be uploaded to the Council's website and all meetings would be diarised. In answer to a question, she advised that advertising for external representatives on Council committees would start shortly, with a closing date in mid-January 2020 to enable Council to make appointments early in the New Year.

TDC201912/10 RESOLUTION

Moved: Cr Anna Park
Seconded: Cr Kevin Taylor

That Council adopts the meeting schedule 2020 attached to the report (A2596532).

CARRIED**4.10 COUNCIL ENGAGEMENTS JANUARY AND FEBRUARY 2020 AND CONFERENCE OPPORTUNITIES**

The Head of Democracy, Governance and Venues advised that Crs Kathy Guy, Kylie Leonard, Kevin Taylor, Yvonne Westerman and John Williamson had confirmed that they would attend the regional induction for elected members to be held on Friday 13 December 2019.

TDC201912/11 RESOLUTION

Moved: Cr Kevin Taylor
Seconded: Cr Yvonne Westerman

1. That Council receives the information relating to engagements for January and February 2020.
2. That Council approves the attendance of Crs Kathy Guy, Kylie Leonard, Kevin Taylor, Yvonne Westerman and John Williamson at the regional induction for elected members to be held on Friday 13 December 2019.

CARRIED**5 CONFIDENTIAL BUSINESS****TDC201912/12 RESOLUTION**

Moved: Cr Kirsty Trueman
Seconded: Cr John Williamson

RESOLUTION TO EXCLUDE THE PUBLIC

I move that the public be excluded from the following parts of the proceedings of this meeting.

Page 5

Ordinary Council Meeting Minutes

10 December 2019

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48[1] of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for the passing of this resolution
Agenda Item No: 5.1 Confirmation of Confidential Portion of Ordinary Council Minutes - 26 November 2019	<p>Section 7(2)(c)(i) - the withholding of the information is necessary to protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information would be likely to prejudice the supply of similar information, or information from the same source, and it is in the public interest that such information should continue to be supplied</p> <p>Section 7(2)(i) - the withholding of the information is necessary to enable [the Council] to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	<p>Section 48(1)(a)(i)- the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 7</p>

CARRIED

The meeting closed with a karakia by Cr Tangonui Kingi at 2.38pm.

The minutes of this meeting were confirmed at the ordinary Council meeting held on 30 January 2020.

.....
 CHAIRPERSON

Confidential Council Meeting Minutes

10 December 2019

**TAUPŌ DISTRICT COUNCIL
MINUTES OF THE CONFIDENTIAL COUNCIL MEETING
HELD AT THE COUNCIL CHAMBER, 107 HEUHEU STREET, TAUPŌ
ON TUESDAY, 10 DECEMBER 2019 AT 1PM**

PRESENT: Mayor David Trewavas (in the Chair), Cr John Boddy, Cr Kathy Guy, Cr Tangonui Kingi, Cr Kylie Leonard, Cr John Mack, Cr Anna Park, Cr Christine Rankin, Cr Kevin Taylor, Cr Kirsty Trueman, Cr Yvonne Westerman, Cr John Williamson

IN ATTENDANCE: Chief Executive, Head of Operations, Head of Regulatory and Risk, Head of Community, Culture and Heritage, Head of Democracy, Governance and Venues, Head of Communications and Customer Relations, Organisational Business Development Partner, Policy Manager, Finance Manager, Democratic Services Officer

MEDIA AND PUBLIC: Nil

CONFIDENTIAL BUSINESS

5.1 CONFIRMATION OF CONFIDENTIAL PORTION OF ORDINARY COUNCIL MINUTES - 26 NOVEMBER 2019

TDC201912/C01 RESOLUTION

Moved: Cr Anna Park
Seconded: Cr John Boddy

That the confidential portion of the minutes of the Council meeting held on Tuesday 26 November 2019 be confirmed as a true and correct record.

CARRIED

The meeting closed with a karakia by Cr Tangonui Kingi at 2.38pm.

The minutes of this meeting were confirmed at the ordinary Council meeting held on 30 January 2020.

.....
CHAIRPERSON

Turangi/Tongariro Community Board Meeting Minutes

3 December 2019

**TAUPŌ DISTRICT COUNCIL
MINUTES OF THE TURANGI/TONGARIRO COMMUNITY BOARD MEETING
HELD AT THE BOARDROOM, TURANGI SERVICE CENTRE, TOWN CENTRE, TURANGI
ON TUESDAY, 3 DECEMBER 2019 AT 1.03PM**

PRESENT: Miss Amanda Maclaren (in the Chair), Mr Clint Green, Mrs Donna Searancke, Mr Robert Severne, Cr John Mack

IN ATTENDANCE: Cr J Boddy, Chief Executive, Head of Economic Development and Business Transformation, Head of Democracy, Governance and Venues, Head of Communications and Customer Relations, Customer Relations Manager – Turangi, Co-Governance Manager, Democratic Services Support Officer

MEDIA AND PUBLIC: Three members of the public

The Chair welcomed everyone to the meeting and invited Mr Robert Severne to open the meeting with a karakia.

1 APOLOGIES

TT201912/01 RESOLUTION

Moved: Mrs Donna Searancke
Seconded: Mr Robert Severne

That the apologies received from Cr Tangonui Kingi and Mr Ian Ashmore be accepted.

CARRIED

2 CONFLICTS OF INTEREST

Nil

3 CONFIRMATION OF MINUTES

3.1 TURANGI/TONGARIRO COMMUNITY BOARD MEETING - 5 NOVEMBER 2019

TT201912/02 RESOLUTION

Moved: Mr Clint Green
Seconded: Cr John Mack

That the minutes of the inaugural Turangi/Tongariro Community Board meeting held on Tuesday 5 November 2019 be confirmed as a true and correct record.

CARRIED

4 REPORTS

4.1 ADOPTION OF STANDING ORDERS

The Head of Democracy, Governance and Venues summarised the (three) minor changes to the Standing Orders (SO's) as suggested by Local Government New Zealand (LGNZ) noting that the previous Board had adopted Option C as the default for speaking and moving motions.

Page 1

Turangi/Tongariro Community Board Meeting Minutes

3 December 2019

The Head of Democracy, Governance and Venues then answered questions and the following points were noted:

- The audio visual link option was a future-proofing mechanism that would enable an absent member to participate in a meeting. However, they could not be included as part of the quorum.
- One provision Council had implemented to mitigate any potential misuse with members deliberately opting to use audio link (as opposed to having to attend a meeting in person) was that apologies accompanied by a request to join a meeting via link had to be pre-approved by His Worship. In reply, a member noted that the Board had agreed to a similar process, which was to advise the Chairperson beforehand of any absence. As such, their preference was to adhere to the current provisions as set out in the Standing Orders.
- Historically the Board had opted for the Chair to have a casting vote.
- LGNZ reviewed SO's at the end of each Triennium and made adjustments based on local authorities feedback. Any significant amendments during the course of the Triennium would be brought back to the Board for consideration.

TT201912/03 RESOLUTION

Moved: Cr John Mack
Seconded: Mr Clint Green

That the Turangi/Tongariro Community Board adopts the Standing Orders for the conduct of its meetings with the following amendments:

- (i) Provisions for meetings by audio visual link – yes
- (ii) A casting vote for chairpersons – yes
- (iii) Option C (informal) as the default for speaking and moving motions.

CARRIED**4.2 APPOINTMENT TO THE EMERGENCY MANAGEMENT COMMITTEE**

The Head of Democracy, Governance and Venues advised that Council had adopted its committees for the 2019-2022 Triennium at its meeting on 26 November 2019, which included the Emergency Management Committee. The next part of that process was for the Board to recommend to Council its preferred representative on that committee.

In response to a request for further information, the Head of Democracy, Governance and Venues then briefly outlined the scope of business of the Emergency Management Committee, which met every quarter in the Council chamber (Taupō).

TT201912/04 RESOLUTION

Moved: Mrs Donna Searancke
Seconded: Mr Robert Severne

That the Turangi/Tongariro Community Board recommends the appointment of Clint Green to represent the Turangi-Tongariro Community Board on the Emergency Management Committee for the 2019-2022 triennium.

CARRIED**4.3 APPOINTMENT TO CREATIVE TAUPŌ**

The Head of Democracy, Governance and Venues briefly summarised the scope of business and meeting details of Creative Taupō, including the process for the Board to appoint a representative.

Page 2

Turangi/Tongariro Community Board Meeting Minutes

3 December 2019

TT201912/05 RESOLUTION

Moved: Mr Clint Green
Seconded: Mrs Donna Searancke

That the Turangi/Tongariro Community Board appoints Amanda Maclaren to represent the Turangi-Tongariro Community Board on Creative Taupō for the 2019-2022 Triennium.

CARRIED**4.4 ADDITIONAL DELEGATIONS FROM COUNCIL TO THE TURANGI/TONGARIRO COMMUNITY BOARD**

The Head of Democracy, Governance and Venues advised that at its meeting on 26 November 2019, Council discussed a proposal regarding delegating some of the functions previously dealt with by the Fences, Roothing, Reserves and Dogs (FRRReD) Committee - including roading (bus stops, parking, etc), street naming, and reserves and tree matters - to local areas. This item provided an opportunity for the Board to discuss and provide feedback on that proposal, and also signal whether it wanted other delegations in addition to those already proposed. Any feedback would be included for consideration by the Council when making its final decision on 10 December 2019.

The Head of Democracy, Governance and Venues then answered questions and the following points were noted:

- There was no budget for the proposed additional delegations.
- The Board could make a recommendation to Council for unbudgeted expenditure for any project they wished to support which was not already covered under existing delegations, and / or Council's Annual Plan or Long-term Plan (LTP).
- Tree matters that were either not consistent with Council's current Tree and Vegetation Policy or were being appealed by a private individual would be brought to the Board for consideration. In such cases, Council staff would undertake the required investigations and write a report with recommended outcomes / options.
- No decisions could be made outside of the Board's formal meeting.
- Dog matters were subject to appeal and a more stringent, semi-judicial process.

TT201912/06 RESOLUTION

Moved: Cr John Mack
Seconded: Mr Clint Green

That the Turangi/Tongariro Community Board receives the report 'Additional Delegations from Council to the Turangi/Tongariro Community Board'.

CARRIED**4.5 UPDATE ON TURANGI PROJECTS**

The Customer Relations Manager – Turangi went through the circulated report and together with staff, answered various questions. Key points noted were:

- Mana Whakahono a Rohe (MWaR) agreement negotiations with Ngati Tūrangitukua were ongoing. An update would be provided to the Board at a later date, once both parties were satisfied with the detail.
- Before confirming any funding for the sports facility at Tūrangitukua Sports Park, Bay Trust had provided some conditions that needed to be addressed e.g. redefining the building plans and funding any shortfall. Discussions to date had included Ngati Tūrangitukua who were the land owner. Provision of gender neutral changing spaces would also be taken into consideration at the design phase.
- Designers would be engaged shortly to develop plans for a destination playground on Te Kapua Park;

Page 3

Turangi/Tongariro Community Board Meeting Minutes

3 December 2019

these would be shown to the Board once completed.

- The feasibility study for a permanent sports and recreation facility on Te Kapua Park was almost finalised.
- Staff would seek feedback from Ngati Tūrangitukua on various Turangi projects, including the Gateway Project. A meeting was yet to be scheduled for those discussions.
- Council's economic development manager Jess Simpson and Enterprise Great Lake Taupō (Enterprise Great Lake Taupō) general manager Kylie Hawker-Green previously provided quarterly updates to the Board on the Turangi Economic Development Strategy (TEDS). The Chair requested a workshop and update on the TEDS in March 2020.
- The Chief Executive gave a brief outline on erosion issues at Kuratau noting that as landowner, Tūwharetoa Māori Trust Board (TMTB) preference was for Council to utilise soft / natural options - planting, sand replenishment. Erosion was included on the monthly projects schedule to the Board primarily for information purposes, as it was a significant topical issue for the Omori/Kuratau community.
- Internal guttering had been removed at the i-Site. Anticipated re-roof to be completed pre Christmas.
- The town centre gymnasium re-roof was on hold while investigations for a sports and recreation facility on Te Kapua Park were undertaken. The building was currently weather tight.
- The Head of Economic Development and Business Transformation undertook to follow up with the facilities team about timeframes for CCTV in the Turangi mall.
- Ultra Fast Broadband (UFB) was scheduled to be installed beginning of next year.
- In reply to a member request, going forward the Customer Relations Manager – Turangi would endeavour to provide more specific timeframes for projects.

TT201912/07 RESOLUTION

Moved: Cr John Mack

Seconded: Mr Clint Green

That the Turangi/Tongariro Community Board receives the update on Turangi projects as at December 3, 2019.

CARRIED

4.6 ADOPTION OF MEETING SCHEDULE FOR 2019-2022 TRIENNIUM

The Head of Democracy, Governance and Venues advised that the new proposed meeting day of the first Wednesday of each month (January excluded) was congruent with democracy staff administrative timelines and Council's 2020 meeting schedule.

There was also an option to have a public forum however, the Board would need to decide whether that would be held either before or during the meeting.

TT201912/08 RESOLUTION

Moved: Mr Clint Green

Seconded: Mrs Donna Searancke

That the Turangi/Tongariro Community Board confirms that Board meetings for the 2019-2022 Triennium will be held on the first Wednesday of each month (with the exception of January when no meeting will be held), as set out in the following schedule:

MONTH	2020	2021	2022
February	5 th	3 rd	2 nd
March	4 th	3 rd	2 nd
April	1 st	7 th	6 th
May	6 th	5 th	4 th

Page 4

Turangi/Tongariro Community Board Meeting Minutes

3 December 2019

June	3 rd	2 nd	1 st
July	1 st	7 th	6 th
August	5 th	4 th	3 rd
September	2 nd	1 st	7 th
October	7 th	6 th	
November	4 th	3 rd	
December	2 nd	1 st	

CARRIED**5 CONFIDENTIAL BUSINESS**

Nil

The Meeting closed with a karakia by Mr Robert Severne at 1.56pm.**The minutes of this meeting were confirmed at the Turangi/Tongariro Community Board Meeting held on 5 February 2020.**.....
CHAIRPERSON

Shainey James

From: Mayor - David Trewavas
Sent: Friday, 17 January 2020 10:36 AM
To: Tina Jakes
Cc: Shainey James
Subject: Notice of Motion - Napier Road intersection

Hi Tina & Shainey

I would like this activated please

Notice of Motion for consideration at the 30 January 2020 meeting.

THAT the Chief Executive Officer be asked to urgently prepare an analysis of bringing forward an alternative solution for the Napier Road/Kiddle Drive/Arrowsmith Avenue intersection to enable the urgent and immediate construction of a roundabout, installation of traffic lights or alternative intersection treatment, with a report to be provided on options no later than at the 25 February 2020 Council meeting.

Regards
David

David J Trewavas JP Mayor

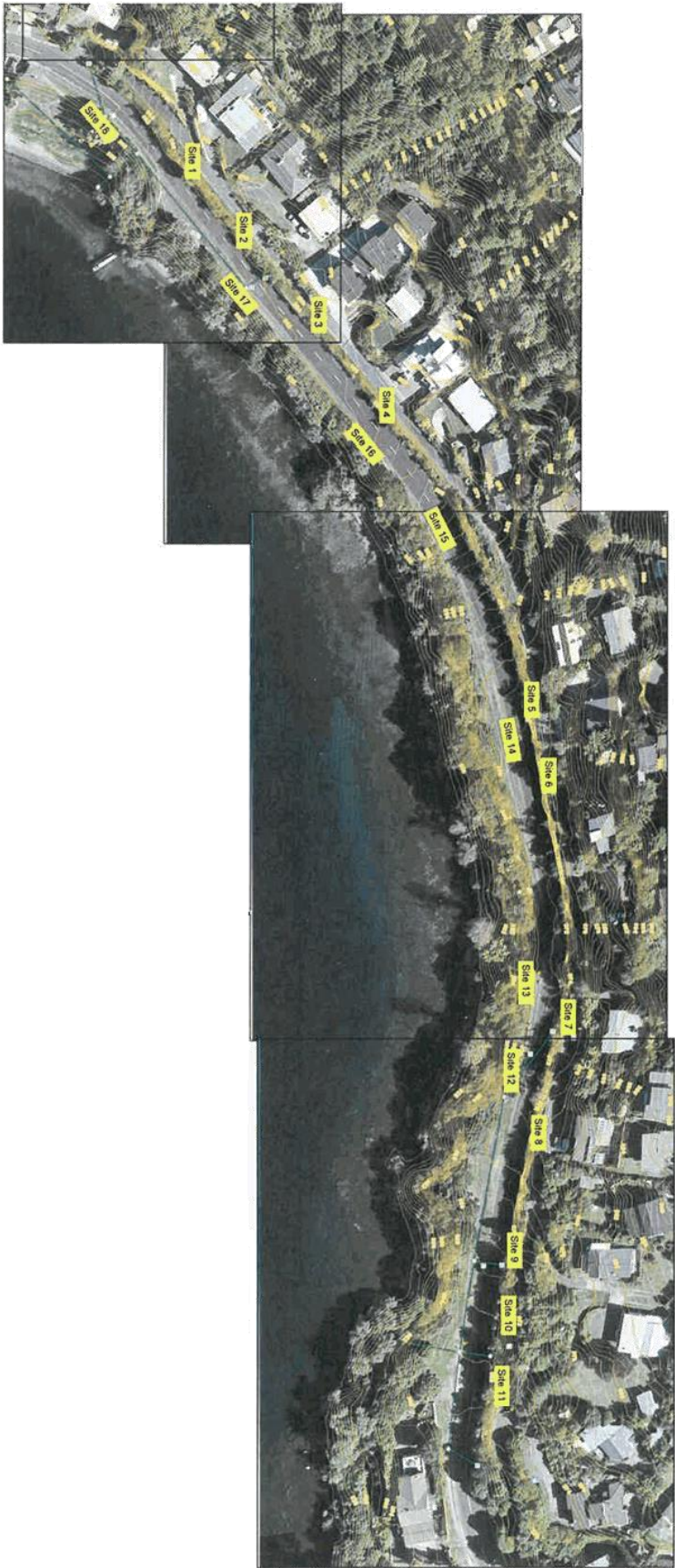
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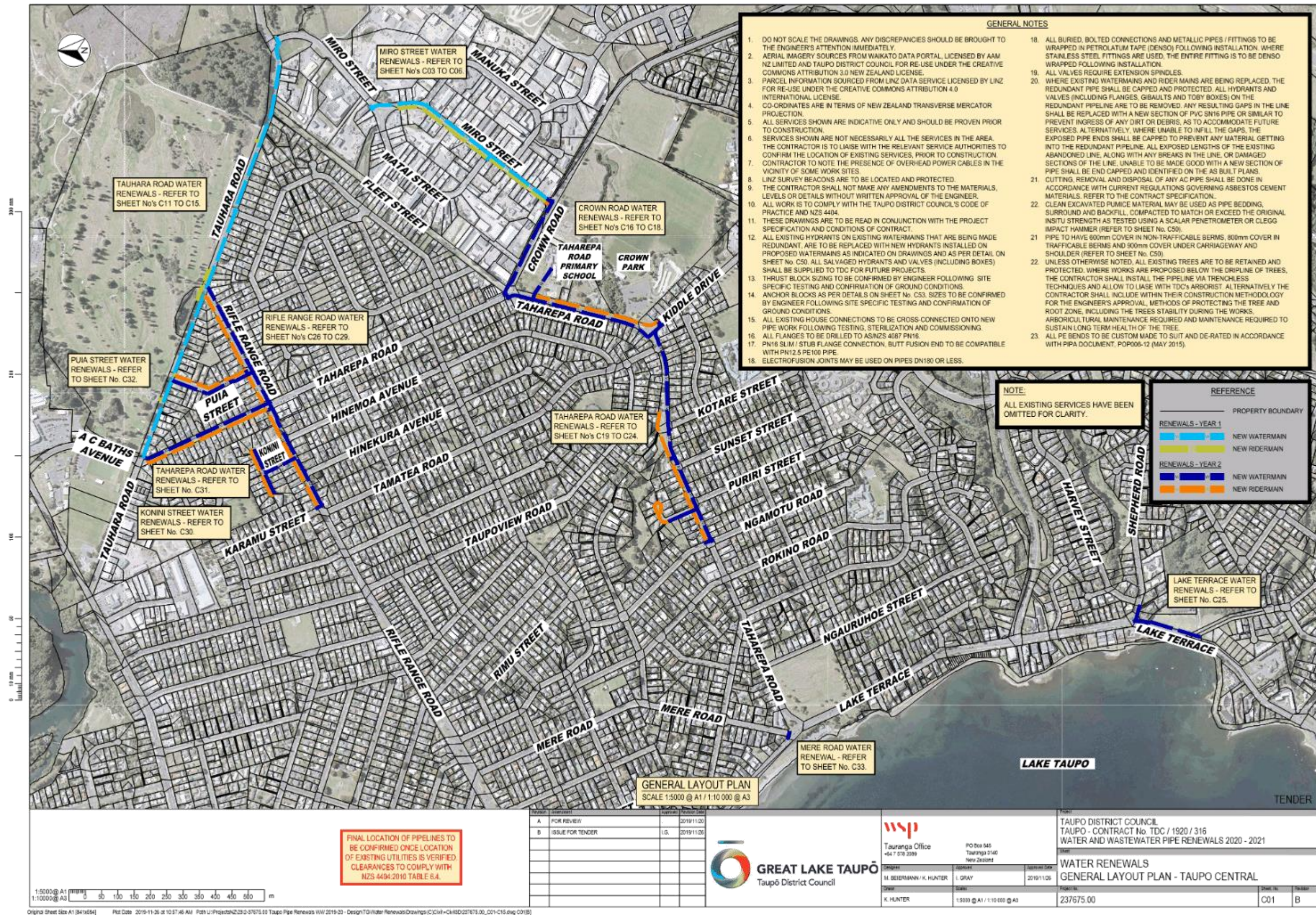
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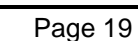
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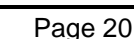
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Request for the Renewal of Lease

As the Lease, held by the Taupo Saleyard Company, for the area on the corner of Poihipi and Oruanui Roads (approx. 50 acres) with the Taupo District Council expires on the 31st December 2019, the Saleyard Company is seeking to renew the such Lease for another period of 10 Years with the right of Renewal for a further 10 Years.

As we also have a right of renewal being drawn up at present for 2 years expiring on the 31st Dec 2021, we wish for the new 10 by 10 lease to be implemented from that date.

1. **Background of the Taupo Saleyards:** In 1970 the Council acquired 51 acres off the Crown for the use as a saleyard. The Taupo Saleyard Company leased the land off the Council in Dec 1971. The saleyards have provided a facility that has been used for the auctioning of livestock on a regular basis. The first Weaner sale was held in March 1972. The sheep yards were used extensively by Landcorp in those early years. The Deer complex was completed in 1984 and was used originally for the selling of goats as well as deer. In the 48 years that the Taupo Saleyard Company has leased the land all income has been reinvested into maintenance and improvements.
2. **Compliance with existing Lease conditions:** The Taupo Saleyards Company as far as they know have always complied to the lease agreement conditions.
3. **Activities that occur on the land:** Monthly stock sales have been run by Central Livestock, headed by Shane Scott, for over 20 years. These sales attract between 700-800 head of cattle. The annual Weaner sale in March each year is over 3 days and attracts up to 1300 calves. A new venture of the off loading of stock for overnight for short term grazing is also being worked on at the moment. Also a private local contractor currently leases the "Deer Shed" for the storage of agriculture equipment. It may well be worthy of note that the Taupo Hospice are the present caterers for the Monthly sales, also the local community have been very supportive of the Saturday morning sales using them as a venue to mix socially.
4. **How the community benefit from the Lease:** The Oruanui Pony club have a sub lease and use the area regularly for club events and

Gymkhana's . Also the Taupo Western Riding Club hold regular events . The "Pony Club" area has been used as a check point for the overnight 24 hour Oxfam charity running event .

5. **Aspirations of the Saleyard Company:** The saleyards remain an integral part of the Taupo Districts farming Community and the Saleyard Company continues to provide a well maintained facility for all those that wish to use the area and to introduce new ideas as they occur from time to time , with the sanction of the Taupo Council. The Saleyards are run by a Committee of Community minded volunteers who maintain the yards through regular working bees .Any major construction jobs are let out to local contractors .
6. The Taupo Saleyard Company is in the process of investing in a redevelopment of our stock holding paddocks and Securely fencing an area adjacent to the saleyards . This will incur considerable expense hence the reason for urgency renewing of the long term lease.

This Company agrees to pay reasonable costs for the drawing up of the Draft lease .

We trust this request is sanctioned by the Taupo District Council at their earliest convenience .

Yours faithfully

Peter Roberts

Chairman











**BAY OF PLENTY
TRIENNIAL
AGREEMENT**

For the triennium from October 2019 to October 2022

Endorsed by Triennial Meeting on

Bay of Plenty Triennial Agreement

1 Parties to this Agreement

This is an agreement between the following units of Local Government:

- Bay of Plenty Regional Council;
- Kawerau District Council;
- Ōpōtiki District Council;
- Rotorua Lakes Council;
- Taupō District Council;
- Tauranga City Council;
- Western Bay of Plenty District Council;
- Whakatāne District Council.

This Agreement is primarily to recognise the aspiration for collaborative action that exists within the local authorities of the Bay of Plenty. The Agreement does not place any limits on opportunities for neighbouring local authorities, Central Government agencies and non-government organisations to work jointly with Local Government within the Bay of Plenty.

Inter-council working relationships currently exist with Gisborne District Council and Waikato Regional Council. Triennial Meetings will continue to be used to advance collaborative initiatives where they are a useful forum to do this.

2 Statement of intent

This Agreement represents the shared desire of Local Government in the Bay of Plenty region to work collaboratively, to maximise effectiveness and efficiency, and to:

- Meet the current and future needs of the Bay of Plenty communities¹ for good quality infrastructure, public services and the performance of regulatory functions in a way that is cost effective for households and businesses, and is appropriate to present and future circumstances;
- Promote an agreed consultation process for preparation and review of the Regional Policy Statement.

This Agreement is deemed to meet the requirements of section 15 of the Local Government Act 2002.

¹ As defined by the Local Government Act 2002

3 Introduction

The Local Government Act 2002 ('the Act') recognises that individual local authorities are only one player in the achievement of its priorities and desired outcomes, and making efficient use of its resources, and that work to promote its priorities and desired outcomes goes beyond individual local authority boundaries. The Act recognises that local authorities should collaborate and co-operate with one another and a variety of other organisations to find solutions to local issues. The main framework to guide collaboration and co-operation between local authorities within the Bay of Plenty region is the Triennial Agreement. Essentially, this Agreement describes why and how Councils in the Bay of Plenty region will work together.

The Agreement is effective from the date of signing until such time as it is either amended by the agreement of all parties or is renewed following the 2019 Local Government elections.

4 Legislative context

Local Government Act 2002

Section 15 of the Local Government Act 2002 states:

- (1) Not later than 1 March after each triennial general election of members, all local authorities within each region must enter into an agreement under this section covering the period until the next triennial general election of members.
- (2) An agreement under this section must include—
 - a. protocols for communication and co-ordination among the local authorities; and
 - b. a statement of the process by which the local authorities will comply with section 16 in respect of proposals for new regional council activities; and
 - c. processes and protocols through which all local authorities can participate in identifying, delivering, and funding facilities and services of significance to more than 1 district.
- (3) An agreement under this section may also include—
 - a. commitments by local authorities within the region to establish or continue 1 or more joint committees or other joint governance arrangements to give better effect to 1 or more of the matters referred to in subsection (2); and
 - b. the matters to be included in the terms of reference for any such committees or arrangements, including any delegations.
- (4) An agreement under this section may be varied by agreement between all the local authorities within the region.
- (5) An agreement under this section remains in force until it is replaced by another agreement.

- (6) If a decision of a local authority is significantly inconsistent with, or is expected to have consequences that will be significantly inconsistent with, the agreement under this section that is currently in force within the region, the local authority must, when making the decision, clearly identify—
- a. the inconsistency; and
 - b. the reasons for the inconsistency; and
 - c. any intention of the local authority to seek an amendment to the agreement under subsection (4).
- (7) As soon as practicable after making any decision to which subsection (6) applies, the local authority must give to each of the other local authorities within the region notice of the decision and of the matters specified in that subsection.

Resource Management Act

Schedule 1, Clause 3A- Consultation in relation to policy statements

- (1) A triennial agreement entered into under section 15(1) of the Local Government Act 2002 must include an agreement on the consultation process to be used by the affected local authorities in the course of:
- (a) Preparing a proposed policy statement or a variation to a proposed policy statement, and
 - (b) Preparing a change to a policy statement, and
 - (c) Reviewing a policy statement.

5 Purpose

This Agreement aims to reinforce the principle of collaboration embedded in the above Acts. As such, the signatories are committed to working together to promote their communities, consistent with the principles of sustainable management and providing efficient, effective and quality public services and infrastructure. This Agreement provides an opportunity for improved communication and co-ordination at all levels of Local Government in the Bay of Plenty region enabling democratic local decision-making and action by and on behalf of communities. It provides the opportunity to speak with “one consistent message” to Central Government on issues affecting Local Government.

A significant amount of formal and informal collaboration already exists between the region's local authorities. Collaborative initiatives include the CDEM Group, regional economic development, transport planning (particularly the Regional Land Transport Plan) and BOPLASS Ltd.

This Agreement supports the expansion of relationships that help Councils to work co-operatively and collaboratively to benefit the Bay of Plenty region. In signing this Agreement the parties recognise that co-operation and collaboration evolve as a result of successful communication and co-ordination. The parties are committed to ensuring that this Agreement delivers tangible outcomes for Bay of Plenty communities. It is intended that the operation of this Agreement should contribute to the strengthening of regional relationships.

Appendix 1 lists possible areas for further collaboration.

6 Principles of this Agreement

The parties agree to work in good faith together for the good governance of their localities and the region. As signatories to this Agreement each local authority will:

- 1 Continue to promote coordination and application of quality public services, infrastructure and planning for the present and future communities of the Bay of Plenty, by collaborating and cooperating as considered appropriate to achieve priorities and desired outcomes.
- 2 Consider the form and function of local government by investigating and being kept informed of Central Government's direction on 'Better Local Services' while respecting the individual roles and responsibilities of each party to this agreement and the statutory independence and accountability of each Council to its own communities and constituencies.
- 3 Recognise that issues and concerns that are shared by some communities and local authorities may be of little relevance to others, and that it is therefore appropriate to have a range of sub-agreements on local issues.
- 4 Acknowledge that collaboration among local authorities is necessary to address increasingly complex governance issues. Many issues cannot be solved by any one organisation acting alone and need joint responses.
- 5 Actively collaborate and co-operate with government departments and local authorities outside the region as it considers appropriate to

- promote or achieve its priorities and desired outcomes, and make efficient use of resources.
- 6 Support the establishment of processes for communication and collaboration at both governance and management levels in ways that will give clear "Bay of Plenty" perspectives, and enhance the overall performance and reputation of Local Government in the region.
 - 7 Recognise that shared services in the region, or joint procurement approaches with joint or separate contracting, can bring efficiencies and savings in terms of planning, administration, consultation and operations; increases in available resources and promotion of cooperative approaches to the allocation of resources.
 - 8 Support processes through which all local authorities in the region can participate in identifying, delivering and funding facilities and services of significance to more than one district in the region, in a way that encourages efficiencies to be realised and opportunities to be recognised.
 - 9 Recognise the value of undertaking joint processes to engage with communities, Central Government, community organisations and regional and territorial authorities from other regions for issues that cross local authority boundaries.
 - 10 Strengthen Local Government collaboration and coordination in the region in ways that enhance relationships with Central Government and other parties that can influence the well-being of the region and its communities.
 - 11 Ensure a 'no surprises' policy is adhered to by communicating and consulting openly, honestly, respectfully and proactively with other parties to this Agreement. This will be given effect by ensuring other parties receive early notification of:
 - (a) Significant proposed decisions that may affect other parties and their communities, and
 - (b) Advice of divergent views on proposed decisions before critical public announcements are made.
 - 12 Make every effort to accommodate, acknowledge or at least fairly represent the dissenting view where some parties to this Agreement have a significant disagreement with the position of other parties to the Agreement.
 - 13 Show leadership to ensure the implementation of this Agreement makes a positive difference for the region.

7 Implementation of this Agreement

Parties to this Agreement will:

- 1 Share resources for the purposes of preparing information on the various communities within the region. Such information may include demographic analysis, survey data and scientific studies and the analysis of social, economic, environmental and cultural trends.
- 2 Develop joint approaches for engaging Central Government and other national organisations.

- 3 Provide early notification of, and participation in, decisions that may affect other local authorities in the region.
- 4 Work together to increase Local and Central Government departments' collaboration and knowledge sharing, in order to minimise costs and the consultation burden on the public, including joint approaches for engaging Central Government and community organisations.
- 5 Maintain and support the further development of shared services for the Bay of Plenty region.
- 6 Agree on priorities for action by all of the Councils in the region or a sub-region, and use existing strategies and structures to pursue greater collaboration within the region (see Appendix 1).
- 7 Use statutory reporting documents to report steps taken to implement the intent of this document.
- 8 Meet at regular intervals (not less frequently than six-monthly) to monitor the implementation, effectiveness and progress of this Agreement.
- 9 Agree to commit the necessary leadership and staff time and resources to give effect to this Agreement and to meet agreed timeframes.

8 General protocols

Meetings:

- (a) Meetings in relation to this Agreement will be coordinated and recorded on a rotating basis by the Councils who are parties to the Agreement.
- (b) Meetings will be held at times and in places set out in an agreed annual schedule of triennial meetings.
- (c) All formal public communications from these meetings will be approved by all participating Councils prior to their release.
- (d) Given the importance accorded to this Agreement each Council will normally be represented by the Mayor/Chairman and Chief Executive. One other elected member and senior staff member from each Council may also attend. (In the case of Taupō District Council these representatives may substitute for the Mayor and Chief Executive.)
- (e) Where appropriate, and agreed, the Chief Executive of a Council Controlled Organisation (CCO) may attend an item related to that CCO's activities.

Significant Decisions:

Where a significant decision or issue affects a particular Council, or its community, it should, in partnership with the other Councils of the region, have the lead role in formulating the collective response of the region's local authorities to that issue or decision.

Where a Council makes a decision that is or is likely to have consequences that are significantly inconsistent with this Agreement they will, as soon as practicable, notify all other councils in the region of:

- (a) the decision;
- (b) the inconsistency;

- (c) the reasons for the inconsistency; and
- (d) any intention of the local authority to seek an amendment to this Agreement.

9 New Regional Council activities

If the Regional Council or one of its CCOs proposes to undertake a significant new activity, and these activities are already undertaken or proposed to be undertaken by one or more territorial authorities in the region, section 16 of the Act will apply. As such, the Regional Council will, as soon as practicable, inform all territorial authorities within the region of:

- The proposal and the reasons for the proposed activity.
- The nature and scope of the proposed activity and its expected effects on the activities of the other Councils in the region.

Any such proposal will be included in the consultation document referred to in section 93A of the Act.

Where section 16 of the Act *does not* apply, but a proposed new activity is significant in terms of the Regional Council's Policy on Significance, and if a special consultative procedure (SCP) is required, the Regional Council will deliver a copy of the statement of proposal, prepared under section 83 of the Act, to all parties to allow them a reasonable opportunity to make submissions during the SCP. The process for mediation between the Regional Council and the territorial authorities if agreement is not reached at the end of the SCP will be as set out in section 16 of the Act.

Territorial authorities will be given a reasonable period of time, but no less than 20 working days, to respond to any proposal that triggers section 16 of the Act. The Regional Council agrees to fully consider any submissions and representations on the proposals made by territorial authorities within the region. The territorial authorities also acknowledge a reciprocal obligation to consult when they are proposing new activities, or changes in current activities, that may have implications for the Regional Council.

10 Significant Facilities and Services

Where there are facilities and services that are considered to be of significance to more than one district, an item will be scheduled for discussion at the next available triennial meeting (as noted in the schedule of meetings) or other agreed meeting that includes all likely affected councils.

As soon as practicable, and prior to the meeting, the council(s) that has identified the significant facilities and services will contact the likely affected councils to discuss. In the event that it is not clear which councils will be affected, this can be canvassed at the meeting.

The meeting will facilitate the discussion around the facilities and services including; identifying and confirming the affected area and the process for determining the delivery and funding.

11 Consultation in relation to the Regional Policy Statement and plans

For the purpose of meeting the requirements of clause 3A of Schedule 1 to the Resource Management Act 1991, the consultation process to be used by affected local authorities in relation to the Regional Policy Statement is set out in the *Protocol for Bay of Plenty RMA Policy and Plans* (November 2010). The protocol also covers the agreed consultation process on district plans and regional plans.

The protocol describes when and how local authorities in the Bay of Plenty region consult in relation to Resource Management Act policy and plan preparation and changes. There are four stages of interaction and consultation covered in the protocol. They include:

- Scoping;
- Drafting;
- Notifying and submitting;
- Appeals to the Environment Court.

Each of the local authorities in the Bay of Plenty region is a party to this protocol.

12 Resolving disagreement

All parties to this Agreement are committed to working strenuously, in good faith, to resolve any disagreements that may arise in relation to its application. Where a party has a significant disagreement with the position of the others, all parties will make every effort to accommodate, acknowledge or at least fairly represent the dissenting view.

Should any disagreement arise every endeavour will be made to ensure that disagreement is resolved with regard to the broader interests of the regional community and the effectiveness of local government in the Bay of Plenty region.

If the affected parties are unable to reach agreement the members may agree by majority decision to either ask Local Government New Zealand (LGNZ) or the New Zealand Law Society (NZLS) to appoint a mediator.

Should such a process be unsuccessful any of the Councils directly affected may ask the Minister of Local Government to determine the matter.

13 **Signatories to the 2019 to 2022 Triennial Agreement**

Chairman
Bay of Plenty Regional Council

Mayor
Kawerau District Council

Mayor
Ōpōtiki District Council

Mayor
Rotorua Lakes Council

Mayor
Taupō District Council

Mayor
Tauranga City Council

Mayor
Western Bay of Plenty District Council

Mayor
Whakatāne District Council

Dated: _____

Bay of Plenty Triennial Agreement November 2019

Page 10 of 11

Appendix 1 – Possible areas of collaboration

Possible areas of further collaboration under this Agreement, in no particular priority order, include:

- Regional economic development;
 - Urban growth management and spatial planning;
 - Infrastructure planning and development;
 - Information services, information technology and rating;
 - Finance and human resources;
 - Planning including preparation, change and review of the Regional Policy Statement and district plans;
 - Waste minimisation;
 - Staff secondment and knowledge transfer;
 - Procurement of services, infrastructure, and materials/plant.
-



Waikato Triennial Agreement 2019-2022

SCOPE

The Triennial Agreement represents the shared desire of local government in the Waikato region to work collaboratively, to maximise efficiency and to promote sustainable development in their respective communities.

It is also intended to align our efforts to work with Central Government to achieve a range of mutually beneficial outcomes (that may include increased Government funding), to interact with each other and with neighbouring regions in a coherent manner, and to foster projects of a strategic nature within the region.

It incorporates the work and activities of the Waikato Mayoral Forum.

This document is deemed to duly constitute fulfilment of section 15 of the Local Government Act 2002 by containing protocols for communication and co-ordination among the region's councils.

LEGISLATIVE CONTEXT AND PURPOSE

Through this Triennial Agreement, councils agree to work together to support the purpose of local government which provides for councils to play a broad role in promoting the social, economic, environmental and cultural well-being of their communities, taking a sustainable development approach. The purpose of local government is defined in Section 10 of the Local Government Act 2002:

10 Purpose of local government

- (1) *The purpose of local government is –*
- (a) *to enable democratic local decision-making and action by, and on behalf of, communities; and*
 - (b) *to promote the social, economic, environmental and cultural wellbeing of communities in the present and for the future.*

This Agreement gives effect to Section 15 of the Local Government Act 2002 which states:

15 Triennial agreements

- (1) Not later than 1 March after each triennial general election of members, all local authorities within each region must enter into an agreement under this section covering the period until the next triennial general election of members.*
- (2) An agreement under this section must include—*
 - (a) protocols for communication and co-ordination among the local authorities; and*
 - (b) a statement of the process by which the local authorities will comply with [section 16](#) in respect of proposals for new regional council activities; and*
 - (c) processes and protocols through which all local authorities can participate in identifying, delivering, and funding facilities and services of significance to more than 1 district.*
- (3) An agreement under this section may also include—*
 - (a) commitments by local authorities within the region to establish or continue 1 or more joint committees or other joint governance arrangements to give better effect to 1 or more of the matters referred to in subsection (2); and*
 - (b) the matters to be included in the terms of reference for any such committees or arrangements, including any delegations.*
- (4) An agreement under this section may be varied by agreement between all the local authorities within the region.*
- (5) An agreement under this section remains in force until it is replaced by another agreement.*
- (6) If a decision of a local authority is significantly inconsistent with, or is expected to have consequences that will be significantly inconsistent with, the agreement under this section that is currently in force within the region, the local authority must, when making the decision, clearly identify—*
 - (a) the inconsistency; and*
 - (b) the reasons for the inconsistency; and*
 - (c) any intention of the local authority to seek an amendment to the agreement under subsection (4).*
- (7) As soon as practicable after making any decision to which subsection (6) applies, the local authority must give to each of the other local authorities within the region notice of the decision and of the matters specified in that subsection.*

The agreement provides an opportunity for improved communication, collaboration, co-ordination and shared services at all levels of local government in the Waikato region whilst recognising a significant level of formal and informal co-operation already exists between councils.

The success of the Triennial Agreement will be demonstrated through expanded relationships that help councils to work co-operatively and collaboratively to advance community wellbeing.

SIGNATORIES

The parties:

- Hamilton City Council
- Hauraki District Council
- Matamata-Piako District Council
- Ōtorohanga District Council
- Rotorua District Council
- South Waikato District Council
- Taupō District Council
- Thames-Coromandel District Council
- Waikato District Council
- Waikato Regional Council
- Waipā District Council
- Waitomo District Council.

PRINCIPLES

Signatories to this agreement recognise that:

1. The communities within the region are diverse and encompass a range of desired outcomes. Issues and concerns that are shared by some councils may be of little relevance to others. The Triennial Agreement acknowledges that it will be appropriate to have a range of sub-agreements on local issues between and among councils.
2. Collaboration can aid in effective and efficient planning and encourage shared services and a collective approach to reduce costs, increase available resources and help to make strategic judgements about the allocation of resources.
3. Collaboration can assist councils promote outcomes consistent with the purpose of local government.
4. There is a need for open communication, information sharing and seeking agreement on strategic issues.
5. We will speak as one voice when there is unanimous agreement for this to happen.

6. Common direction on all strategic issues may not be achieved given that each party to the agreement has functions, obligations and rights to make decisions for their area which may conflict with the position of other signatories to this agreement.
7. Aligning with and influencing Central Government policy is important to the delivery of good quality, cost effective infrastructure, public services and regulatory functions to promote and enhance well-being of our communities.

PROTOCOLS FOR COMMUNICATION AND COORDINATION

1. Councils will work together on issues where it is agreed that the region will benefit from a collaborative approach.
2. When a council has a significant disagreement with the position of the others, the other councils will make every effort to accommodate, acknowledge or at least fairly represent the dissenting view.
3. When a significant decision or issue affects a particular council then that council should be consulted in formulating the region's response.
4. This Triennial Agreement acknowledges that each council has accountability to different communities.
5. Councils agree to act in good faith and in a transparent manner on issues of information and disclosure.
6. Councils should provide early notification of decisions that may affect other councils in the region. Communication protocols may be developed between Councils where it is agreed better communication is desired.
7. All formal public communications from Mayoral Forum meetings will be circulated to all councils for comment prior to their release.
8. Councils will apply a 'no surprises' approach whereby early notice will be given over disagreements concerning policy or work programmes before critical public announcements are made.
9. If councils make decisions that are inconsistent with the agreement for their region, they must explicitly note that inconsistency and the reasons for it and also notify the other councils that are parties to the agreement.

GENERAL APPROACH TO COLLABORATION

Signatories to this agreement should:

1. Share resources for the purpose of preparing background information on the various communities within the region. Such information may include demographics, survey data and scientific studies and the analysis of social, economic, environmental and cultural trends.
2. Seek to attract investment and Government support in the region by aligning community interests, working collaboratively through Waikato Mayoral Forum work streams and other options, developing agreed positions on matters of importance to the region and continuing to develop and strengthen existing joint approaches to engage with Government agencies and other organisations.
3. Determine and prioritise strategic collaborative initiatives and projects.
4. Promote communication and co-operation among the region's councils with respect to shared services and other collaborative opportunities.
5. Make draft strategies, policies and plans available to all councils in the region for discussion and development.
6. Provide guidance on the implementation of strategic collaborative projects and monitor progress of collaborative initiatives, such as the Waikato Plan.
7. Utilise the Waikato Mayoral Forum work streams and other collaborative options to ensure that all councils can participate in identifying, delivering and funding facilities and services of significance to more than one council.
8. Invite Government Ministers, relevant officials, corporate, community and Iwi leaders to meet to discuss issues of strategic importance to the region.
9. Advocate for strategic investment in the region and promote the strategic benefits and advantages of the Waikato.
10. If necessary, establish one or more joint committees or other joint governance arrangements to give better effect to communication and coordination or to assist with identifying, delivering and funding facilities and services of significance to more than one district, or to consider proposals for new regional council activities.

MAYORAL FORUM

1. Signatories to this agreement will endeavour to hold a meeting of Mayors and the Regional Chairperson (supported by their Chief Executives) at least once every six months to discuss any pertinent issues and to review the performance of the agreement. These meetings will be under the banner of the Waikato Mayoral Forum.

2. The Waikato Mayoral Forum is not a formal committee constituted under the Local Government Act, therefore meetings are not public. Recommendations from the Mayoral Forum are for members to take to their respective councils for consideration and decisions.
3. The appointed Mayoral Forum Chairperson will ensure minutes of the meeting are kept and that a summary of the meeting is provided to all councils.
4. All public communications from these meetings will be approved by all participants prior to their release.
5. The Regional Chief Executives' Forum will also meet regularly to advance initiatives as requested by the Mayors and Regional Chairperson.

SIGNIFICANT NEW ACTIVITIES PROPOSED BY THE REGIONAL COUNCIL

1. If the regional council or a regional council-controlled organisation proposes to undertake a significant new activity then section 16 of the Local Government Act 2002 shall be adhered to.
2. The regional council agrees to discuss the issues involved at one or more of the existing fora and to provide preliminary draft proposals to the affected councils for early comment, including any amendments to the regional council's Significance and Engagement Policy.
3. Where the regional council proposes to undertake a significant new activity that involves one or more territorial authorities within the region the following protocols will apply:
 - (a) The regional council will as soon as practicable inform all councils within the region of the nature, scope and reasons for the proposal.
 - (b) Councils will be given a reasonable period of time, but no less than 40 working days, to respond to any such proposal. The regional council will fully consider any submissions on the proposal made by councils within the region.
 - (c) Should there be substantive disagreement between the councils on whether the regional council should undertake the activity, the parties will refer the matter to mediation as set out in the process in this agreement for resolving disagreement.

CONSULTATION IN RELATION TO THE REGIONAL POLICY STATEMENT

For the purpose of meeting the requirements of clause 3A of Schedule 1 to the Resource Management Act 1991, the consultation process to be used by affected councils in relation to any further changes to the Waikato Regional Policy Statement will be developed and agreed to by all the councils. Protocols will be developed that ensure affected councils have full and effective involvement in the scoping and drafting of any changes to the Waikato Regional Policy Statement.

TERM OF THE AGREEMENT

The Triennial Agreement will continue to operate until such time as it is either amended by the accord of all parties or is renewed following the 2022 local government elections.

RESOLVING DISAGREEMENT

In the event of a disagreement over the terms of this agreement, the parties agree to refer the issue to mediation for a resolution. In the absence of an agreement to mediation between the local authorities, the matter will be referred to a process as specified by the Minister of Local Government.

AUTHORITY

This agreement is signed by the following on behalf of their respective authorities

Hamilton City Council

Mayor Date

Hauraki District Council

Mayor Date

Matamata-Piako District Council

Mayor Date

Ōtorohanga District Council

Mayor Date

Rotorua District Council

Mayor Date

South Waikato District Council

Mayor Date

Taupō District Council

Mayor Date

Thames-Coromandel District Council

Mayor

Date

Waikato District Council

Mayor

Date

Waikato Regional Council

Chairperson

Date

Waipā District Council

Mayor

Date

Waitomo District Council

Mayor

Date



DRAFT Triennial Agreement for the Manawatū-Whanganui Region

March 2020

MANAWATŪ-WHANGANUI REGION

TRIENNIAL AGREEMENT

PURPOSE

This Triennial Agreement (Agreement) is established under section 15 of the Local Government Act 2002 (LGA) (but also has relationships with sections 14 and 16). The purpose of this Agreement is to give effect to the principles of local government through the establishment of protocols for communication and coordination between the local authorities of the Manawātū-Whanganui Region. The Agreement gives particular effect to the promotion of desired community and local authority outcomes and objectives in such a way as to achieve sustainable development and promote the interests of the Region's communities. The Agreement also establishes the process for consultation on proposals for new Regional Council activities.

The Agreement is effective from 1 March 2020 until such time as the Agreement is either amended by the agreement of all parties or is renewed following the 2022 local authority elections and before 1 March 2023.

PARTIES

The signatories to this agreement are:

Principal Signatories:

(those local authorities whose boundaries are completely or primarily encompassed within the Manawātū-Whanganui Region and who primarily identify with that Region).

1. *Horizons Regional Council (Manawātū-Whanganui Regional Council)*
2. *Horowhenua District Council*
3. *Manawatu District Council*
4. *Palmerston North City Council*
5. *Rangitikei District Council*
6. *Ruapehu District Council*
7. *Tararua District Council*
8. *Whanganui District Council*

Non-primary Signatories:

(those local authorities whose boundaries bisect the Manawātū-Whanganui Region but whose principal identification is with another Region).

1. *Taupo District Council*
2. *Waitomo District Council*
3. *Stratford District Council*

This Triennial Agreement is binding on all local authorities of the Manawātū-Whanganui Region. It is recognised that for Non-primary Signatories, the degree of involvement in the actions required under "B. Communication and Coordination" and "D. Form" will be in proportion to the degree to which these parties are affected by decisions, issues, proposals or other matters, as determined by the Non-primary Signatories.

AGREEMENT

A. General

Signatories to this Agreement agree to work together in good faith for the good governance of their localities and the Region.

Signatories to this Agreement recognise that:

- The communities within the Region are diverse and encompass a range of desired outcomes and objectives.
- Collaboration and cooperation between local authorities of the Region can more effectively promote social, economic, and cultural interests of communities in the Region, and maintenance and enhancement of the Region's environment.
- Collaboration and cooperation between local authorities of the Region can bring efficiencies in terms of planning, administration costs and consideration of decision-making and consultation requirements, increases available resources and promotes cooperative approaches in taking strategic judgements about the allocation of resources.
- Although collaboration and cooperation are outcomes that should be strived for, each local authority has the legislative mandate to govern their own area as appropriate.
- Collaboration and cooperation between local authorities of the Region can more effectively grow the region's economy for the benefit of its communities.

B. Communication and Coordination

Signatories to this agreement will:

1. Hold a meeting of Mayors, regional Chairperson and their Chief Executive Officers every six months to review the performance of the Agreement as outlined under section D(1) of this Agreement;
2. Work together to develop a common process for promoting or achieving priorities and community outcomes, and making efficient use of resources, in accordance with section 14(e) LGA;
3. Develop joint approaches as required.
4. Provide for early notification (through the appropriate council or officer forum) of, and participation in, decisions that may affect other local authorities in the Region in accordance with the requirements of sections 77-89 LGA (decision-making and consultation). This will include distribution of draft documentation of major policy discussions and the development of consultation policies;
5. Apply a 'no surprises' policy whereby early notice will be given over disagreements between local authorities concerning policy or programmes before critical public announcements are made;
6. Use existing structures to pursue greater collaboration within the Region (refer to Appendix One);
7. Consider joint community consultation for issues affecting more than one authority.

8. Provide opportunities for other local authorities, whether party to this agreement or not, to work jointly on the development of strategies and plans for the achievement of identified outcomes and priorities.
9. Work together to achieve regional economic growth and development (refer to Appendix Two).

C. Regional Co-operation

1. The parties note that there is value, in the appropriate circumstances, in working together to take a regional approach to issues and opportunities of mutual benefit.
2. In this triennium the parties note that areas of regional focus include:
 - i. Climate change response – Councils have signed an MoU (attached) and are developing a region wide action plan;
 - ii. Sustainable regional growth and prosperity (eg. through Accelerate25, collaboration between councils and across EDAs;
 - iii. Three waters policy and services with the initial focus on drinking water.
3. Other areas of regional focus may arise during the triennium and will be considered by mutual agreement including any matters relevant to section 15(2)(c) LGA.
4. The parties are committed to ongoing and open discussions about how they best work together to develop opportunities that are regionally as well as locally significant.

D. Proposals for New Regional Council Activities

1. New Activities

New activities for Horizons Regional Council may be proposed either by the Regional Council itself or by one or more constituent territorial authorities when they see an opportunity for the Regional Council to pick up new activities. The process for consultation on proposals for such activities shall be as follows:

- a. The affected parties agree to discuss the issues involved at one or more of the existing forums, and to provide early drafts of proposals to affected councils for early comment in accordance with the requirements of sections 77-89 LGA (decision-making and consultation).
- b. The Regional Council will inform all territorial authorities within the Region of:
 - the nature of the activity proposed to be undertaken;
 - the scope of the proposal (including size, districts covered and why); and
 - the reasons for the proposal.
- c. Territorial authorities will be given a reasonable period of time, but no less than 40 working days, to respond to any such proposal. The Regional Council agrees to fully consider any submissions and representations on the proposal made by territorial authorities within the Region.

- d. Final decisions (including considerations leading to the specific decision) will be communicated to the next available Regional Chiefs' meeting.

2. **Significant New Activities proposed by Horizons Regional Council**

If the Regional Council or a Regional Council controlled organisation proposes to undertake a significant new activity, and these activities are already undertaken or proposed to be undertaken by one or more territorial authorities within the Region, section 16 of the LGA will apply.

However, in the spirit of this agreement, the parties agree to an expanded consultation and communication process. The parties agree to discuss the issues involved at one or more of the existing forums, and to provide early drafts of proposals to affected councils for early comment in accordance with the requirements of sections 77-89 LGA (decision-making and consultation).

The parties also agree that prior to implementing the formal provisions of section 16 (2 and 3):

- a. The Regional Council will inform all territorial authorities within the Region of:
 - the nature of the activity proposed to be undertaken;
 - the scope of the proposal (including size, districts covered, and why); and
 - the reasons for the proposal.
- b. Territorial authorities will be given a reasonable period of time, but no less than 40 working days, to respond to any such proposal. The Regional Council agrees to fully consider any submissions and representations on the proposal made by territorial authorities within the Region.

Should the mediation processes outlined in section 16(4) be initiated, the parties agree to the following process. If no agreement on a mediator is forthcoming a mediator will be appointed by the president of the Manawatu District Law Society. If mediation is unsuccessful, any of the local authorities affected may ask the Minister of Local Government to make a binding decision on the proposal. The cost of mediation will be met equally by the parties that have agreed to the mediation.

E. Form

Consultation in relation to this agreement will take one or more of the following forms:

1. A meeting of Mayors, regional Chairperson and their Chief Executive Officers will occur at least once every six months to review the performance of the agreement and discuss outstanding issues. This meeting will occur as part of the regular Regional Chiefs' meetings and minutes of the review discussions will be distributed to each council within the Region. This does not preclude meetings being coordinated by councils on request. All public communications from these meetings shall be approved by all participants prior to their release.

2. Existing regional and sub-regional forums, such as Regional Chiefs' meeting.
3. Meetings between councils and meetings between staff as necessary to achieve communication and coordination on issues identified in the Agreement.
4. An annual report (July to June) provided to all interested local authority members within the Region at the Regional Chiefs' meeting scheduled during or about September each year.

F. Agreement to Review

The parties agree to review the terms of this Agreement within 40 working days of a request by one of the parties being made in writing to the local authority with delegated responsibility to service the Agreement. Such a request will be accompanied by a Statement of Proposal including outcomes sought and reasons for the proposal, and engage all affected parties in consultation.

G. Consultation in Relation to Resource Management Act 1991 (RMA) Policy and Plans

The following consultation process will apply to the preparation of a new, or change, variation, or review of an existing, Regional Policy Statement, regional plan or district plan by a local authority in the Region:

1. The Regional Council will seek the input of territorial authorities, and vice-versa, for the preparation or review of the Regional Policy Statement, or regional or district plan.
2. For the Regional Policy Statement or a regional plan, the Regional Council will make the draft version available to all territorial authorities in the Region for discussion and development.
3. The parties to this agreement acknowledge their obligation to act in accordance with the principles of consultation set out in Section 82 LGA.

H. Resolving Disagreement

In the event of a disagreement over the actions taken to give effect to this agreement that cannot be successfully resolved by affected parties, the parties agree to refer the issue of disagreement to mediation.

I. Servicing

Signatories agree that responsibility for servicing this agreement shall be carried out by Horizons Regional Council. Servicing involves:

- Providing those secretarial services required; and
- Acting as a media and communications contact (including the provision of information to the public on request) in relation to matters covered in the Agreement on a case by case basis and in a format agreed by affected parties.

J. Statutory Requirements

This document is deemed to duly constitute fulfilment of section 14e, 15 and 16 of the LGA, and Schedule 1 Clause 3A(1) of the RMA.

Section 15 of the LGA requires that:

1. Not later than 1 March after each triennial general election of members, all local authorities within each region must enter into an agreement containing protocols for communication and coordination among them during the period until the next triennial general election of members.
2. Each agreement must include a statement of the process for consultation on proposals for new Regional Council activities.
3. After the date specified in subsection (1), but before the next triennial general election of members, all local authorities within each region may meet and agree to amendments to the protocols.
4. An agreement remains in force until replaced by another agreement.

In addition, other sections of the Act also require collaboration:

Section 14(e)

1. A local authority should collaborate and cooperate with other local authorities and bodies as it considers appropriate to promote or achieve its priorities and desired outcomes, and make efficient use of resources.

Section 16 – (summarised)

1. If a Regional Council, or a Regional Council-controlled organisation, proposes to undertake a significant new activity, the Regional Council must advise all the territorial authorities within its Region and the Minister of Local Government of the proposal, include it in the draft Long Term Plan, and go through mediation if agreement is not reached.

Schedule 1 Clause 3A(1) of the RMA requires that:

A triennial agreement entered into under section 15(1) of the LGA must include an agreement on the consultation process to be used by the affected local authorities in the course of—

- (a) preparing a proposed policy statement or a variation to a proposed policy statement; and
- (b) preparing a change to a policy statement; and
- (c) reviewing a policy statement.

AUTHORITY

This Agreement is signed by the following on behalf of their respective authorities.

Council		Signature
Horizons Regional Council	Rachel Keedwell Chairperson	_____ Date:
Horowhenua District Council	Bernie Wanden Mayor	_____ Date:
Manawatu District Council	Helen Worboys Mayor	_____ Date:
Palmerston North City Council	Grant Smith Mayor	_____ Date:
Rangitikei District Council	Andy Watson Mayor	_____ Date:
Ruapehu District Council	Don Cameron Mayor	_____ Date:
Stratford District Council	Neil Volzke Mayor	_____ Date:
Tararua District Council	Tracey Collis Mayor	_____ Date:
Taupo District Council	David Trewavas Mayor	_____ Date:
Waitomo District Council	Brian Hanna Mayor	_____ Date:
Whanganui District Council	Hamish McDouall Mayor	_____ Date:

APPENDIX ONE

Existing structures that promote communication and collaboration include, but are not limited to:

Forum	Members	Comments
Regional Chiefs	<i>Horizons RC Horowhenua DC Manawatu DC Palmerston North CC Rangitikei DC Ruapehu DC Taranaki DC Whanganui DC</i>	
SOLGM – Society of Local Government Managers		
LGNZ Zone and sector meetings		
LAPRN Local Authorities Public Relations Network	Public Relations/ Communications practitioners from Manawātū-Whanganui Region	
	Planners from local authorities in Manawātū-Whanganui Region	COGS meetings coordinate with Regional Chiefs meeting dates.
	Meeting of revenue and rating managers from Manawātū-Whanganui Region	
	Meeting of electoral officers from Councils in this Region	
IPWEA (Institute of Public Works Engineering Australasia)		http://www.ipwea.asn.au/
Civil Defence and Emergency Management Group		
ALGIM – Association of Local Government Information Management		Mission is to provide leadership to Local Government in Information Management and Information Processes. http://www.algim.org.nz/
MW LASS Ltd – Manawātū-Whanganui Local Authority Shared Services Limited	<i>Horizons RC Horowhenua DC Manawatu DC Rangitikei DC Ruapehu DC</i>	

Forum	Members	Comments
	<i>Tararua DC</i> <i>Whanganui DC</i>	
Manawatu District and Palmerston North City Joint Strategic Planning Committee	<i>Manawatu DC</i> <i>Palmerston North CC</i>	

APPENDIX TWO

Collaboration and Co-operation for Regional Economic Development

The purpose of this Appendix is to describe how the district, city and regional councils (the Councils) in the Horizons (Manawatū-Whanganui) region will work together to achieve economic growth and development.

This Appendix is a demonstration of the Councils' shared vision which is

To work collaboratively to grow the region's economy for the benefit of its communities.

The agreement

Notwithstanding the requirements of Sections 16 and 77-89 of the LGA, the parties agree:

- To use the Regional Chiefs Forum as a mechanism to formally discuss any issue relating to Economic Development.
- To work collaboratively to enhance opportunities for growth and development in the region.
- That the principle of a regional approach benefits all parties.
- To communicate openly about opportunities for growth whilst respecting commercial confidentiality.
- To make economic growth and development a priority and a standing item at their regular meetings, termed 'Meetings of the Regional Chiefs'.
- To review proposed works on an annual basis. Additional items may be added to this Appendix at any stage with the agreement of all parties.

Works proposed this triennium

In this triennium the parties will work collaboratively to implement the opportunities identified in the Manawatū-Whanganui Economic Action Plan under Accelerate25.

The work may include:

- Providing feedback on implementation from the Regional Chiefs to the Accelerate25 Lead Team.
- Engaging both governance and staff in supporting implementation of actions arising from the Regional Economic Action Plan.
- Working with iwi, business leaders and economic development agencies to aid implementation of the Regional Economic Action Plan.
- Progressing actions from the Regional Economic Action Plan.

Memorandum of Understanding

Working together to adapt to climate change

Our councils recognise the urgent need to address the challenge presented by climate change. We acknowledge that action is needed now to avoid its worst effects and achieve a just transition to a resilient, sustainable future. It is a matter of great significance to the communities our councils serve.

We believe local government has an important role to play in helping communities in the region adapt to a changing climate. We see this as the most significant area of work for local government. We also have a role in helping to mitigate climate change by making our contribution to reducing the causes of climate change.

The purpose of this MoU is to enshrine a collaborative approach across the Horizons region with a focus on how we work to adapt to a changing climate

As a group of Councils working on climate change we undertake to:

- collaborate across our organisations on action to build organisational, community and regional resilience in the face of a changing climate;
- collaborate across our organisations to take action to mitigate the effects of climate change;
- Collaborate and communicate within our organisations and our communities, openly sharing how our community can transition to a sustainable future and a significantly lower contribution to the causes of climate change;
- Place priority on developing strategies to address climate change;
- communicate openly, sharing what we know about likely effects and response options;
- engage and involve our communities in decisions that affect them;
- give effect to our engagement responsibilities with iwi and hapū in our areas of responsibility and arrangements detailed in Treaty of Waitangi Settlements;
- report regularly on work going on to address climate change adaptation and mitigation across the region;
- support each other with skills and knowledge from our respective organisations;
- work collectively as a region to engage with central Government.


Our councils are signatories to the Local Government Declaration on Climate Change. The forthcoming Triennial Agreement is an opportunity to consider further cooperation in response to climate change. We will seek agreement from our respective Councils to include the content of this MoU in the next triennial agreement.

Signed on 31/9/19 by

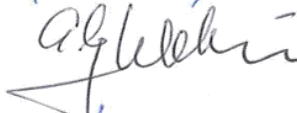
Mayor of Ruapehu District Council



Mayor of Whanganui District Council



Mayor of Rangitikei District Council



Mayor of Manawatu District Council



Mayor of Palmerston North City Council



Mayor of Tararua District Council



Mayor of Horowhenua District Council



Chair of Horizons Regional Council





Taupō District Council
Annual Dog Control
Report 2018/19
Dog Control Act 1996 Section 10A

This report has been prepared by:

R. McDonald

Compliance Team Leader - Taupō District Council

CONTENTS

- 1. Introduction
- 2. Section 10A(1)(a) - Dog Policy
- 3. Section 10A(1)(b) - Summary of Practices
- 4. Section 10A(2)(a-g) - Table of Complaints
- ANNEX A - Dog Control Act 1996 Section 10A



1. Introduction

In accordance with section 10A of the Dog Control Act 1996 (the Act), territorial authorities are required to report each financial year on the administration of their dog control policy and dog control practices.

The report must include information relating to:

- The number of registered dogs in the territorial authority district;
- The number of probationary owners and disqualified owners in the territorial authority district;
- The number of dogs in the territorial authority district classified as dangerous under section 31 and the relevant provision under which the classification is made;
- The number of dogs in the territorial authority district classified as menacing under section 33A or section 33C and the relevant provision under which the classification is made;
- The number of infringement notices issued by the territorial authority;
- The number of dog related complaints received by the territorial authority in the previous year and the nature of those complaints; and
- The number of prosecutions taken by the territorial authority under the Act.



2. Section 10A(1)(a) Dog Control Policy

Taupō District Council adopted a policy dated 23 September 2013. The objectives of this Policy are:

- To ensure the protection of public health and safety in areas used by the general public as well as dog owners and their dogs.
- To provide for exercise and recreational needs of dogs and their owners.
- To minimise the fear of dogs attacking or intimidating people.
- To avoid danger from uncontrolled dogs entering children's play areas.
- To minimise danger, distress and nuisance caused by dogs.
- To have all dogs registered and micro-chipped.



The principles of the Policy are:

- Taupō District Council places a high priority on ensuring that dogs are registered.
- Taupō District Council recognises that the large majority of dog owners are very responsible and, as a result, the interaction between dogs and the public is generally positive.
- Dogs need the ability to exercise unrestrained and within a social setting. There are designated dog exercise areas throughout the District. Dog owners are encouraged to act responsibly, evaluate the circumstances and then to take all reasonable steps to ensure that their dogs do not cause a nuisance, in these areas.
- Taupō District Council believes that conflicts can be resolved and managed in a way that protects the public, manages the pet population, prevents cruelty to animals and balances the interests of many people in the community.

Legislation and bylaws also affect the Policy and how it relates to the control of dogs and the obligations of the Taupō District Council.

During the reporting period, the Compliance Team has continued its commitment to the Policy. Some of the ways the Team has achieved this are:

- Ensuring our procedures for the care of dogs is regularly monitored. This year we have focussed on the way the facility is cleaned and maintained to ensure that the appropriate precautions are taken to mitigate the introduction of illness and diseases such as Parvovirus etc. Compliance has been achieved by assisting and educating dog owners rather than by infringements alone.
- Continual improvement of our investigation practices to ensure that the response from Council is fair, measured and in the best interest of the community.
- Patrols of the district's reserves and open spaces.
- Registration for the year was in excess of 99 percent of known dogs in the district – this is a great result achieved through proactive actions such as contact with our owners, education, patrols and compliance action prior to and post the month registration is due.



3. Section 10A(1)(b) Summary of Practices

The Animal Control functions of the Dog Control Act 1996 are managed by our Compliance Team. This is made up of:

- A Team Leader;
- A Senior Compliance Officer;
- 4 x Compliance Officers;
- A Pound Keeper Compliance Officer; and
- A Part time Pound Assistant

The Council Animal Control facility is located at 131 Centennial Drive Taupō along with the Pound/ Animal Shelter. There is also a small Pound/ Animal Shelter located at Turangi, this is not open to the public and houses dogs on a temporary basis only.

This Taupō facility is operated by Council staff and acts as a welfare centre for day to day care of animals as well as being available for companion animals during a major event such as a natural disaster. It has kennelling for 42 dogs, an exercise yard and three amnesty drop cages.

The Council Animal Control facility is co-located next to the Taupō SPCA which we work closely with when dealing with animal welfare issues and rehoming of dogs. Rehoming is also undertaken with other animal rescue centres, pet shops and through our own dedicated Facebook page.

Registration services are available at the Animal Control facility as well as low cost micro-chipping, discounted leads and collars.

Compliance Officers aim to build great relationships with our community and promote the benefits of compliance which we enforce with reason and compassion, taking into account individual circumstance where appropriate. This creates a better place to be for our community, and Compliance Officers get an opportunity to interact with the public and hand out education cards that provide information about dogs and the Taupō district.



Our 'Take the Lead' Campaign ran over summer. This involved Compliance Officers targeting those owners that had their dog off lead in areas where a lead is required and if they were not carrying a lead a free lead, were gifted one alongside the opportunity to chat and inform them of their responsibilities.

Our Compliance Officers regularly patrol Taupō district's reserves and open spaces to achieve greater compliance and interact with dog owners in a positive way. The patrols increase over our District's busy summer and holiday periods which assist Council to achieve its aim of balancing the needs of dogs and their owners, while minimising any potential issues to the community and environment.

The Taupō District Council, in association with Department of Internal Affairs (DIA), continues to promote free neutering (de-sexing) for menacing dogs. There is also a discount for microchipping and registering menacing dogs that have not been previously registered.

Dog education is provided by the Compliance Team and continues to grow its audience. The Dog Smart Programme is presented mainly to primary school and preschool age children and community groups. Community events are also attended to promote dog rehoming and safe handling around dogs.

4. Section 10A(2)(a-g)

Dog Control Act 1996 Section 10A Report - End of Financial Year 2018/19		
10A(2)(a)	The number of registered dogs	7,427
	The number of owners	4,842
10A(2)(b)	The number of probationary owners	7
	The number of disqualified owners	9
10A(2)(c)	The number of dogs in the territorial authority district classified as dangerous under Section 31 and the relevant provision under which the classification is made:	24
	Section 31(1)(a) Conviction under Section 57A(2)	0
	Section 31(1)(b) Sworn Evidence	21
	Section 31(1)(c) Owner admission	3
10A(2)(d)	The number of dogs in the territorial authority district classified as menacing under section 33A or section 33C and the relevant provision under which the classification is made:	140
	Section 33A	84
	Section 33C	56
10A(2)(e)	The number of infringement notices issued by the territorial authority:	503
10A(2)(f)	The number of dog related complaints received by the territorial authority in the previous year and the nature of those complaints:	
	Animal Care/Welfare	70
	Dogs/Animal Management and After Hours	151
	Attack	114
	Barking	387
	Lost/Found	385
	Pound/Impounding	782
	Registration checks	478
	Roaming/Fouling	483
	Rushing/Aggression	53
10A(2)(g)	The number of prosecutions taken by the territorial authority under this Act.	0

ANNEX A

Dog Control Act 1996 Section 10A

Territorial authority must report on dog control policy and practices

(1) A territorial authority must, in respect of each financial year, report on the administration of—

- (a) its dog control policy adopted under section 10; and
- (b) its dog control practices.

(2) The report must include, in respect of each financial year, information relating to—

- (a) the number of registered dogs in the territorial authority district;
 - (b) the number of probationary owners and disqualified owners in the territorial authority district;
 - (c) the number of dogs in the territorial authority district classified as dangerous under section 31 and the relevant provision under which the classification is made;
 - (d) the number of dogs in the territorial authority district classified as menacing under section 33A or section 33C and the relevant provision under which the classification is made;
 - (e) the number of infringement notices issued by the territorial authority;
 - (f) the number of dog related complaints received by the territorial authority in the previous year and the nature of those complaints;
 - (g) the number of prosecutions taken by the territorial authority under this Act.
- (3)** The territorial authority must give public notice of the report—
- (a) by means of a notice published in—
 - (i) 1 or more daily newspapers circulating in the territorial authority district; or
 - (ii) 1 or more other newspapers that have at least an equivalent circulation in that district to the daily newspapers circulating in that district; and
 - (b) by any means that the territorial authority thinks desirable in the circumstances.
- (4)** The territorial authority must also, within 1 month after adopting the report, send a copy of it to the Secretary for Local Government.

Please contact the Taupō District Council Compliance Team if you have any questions regarding this report.



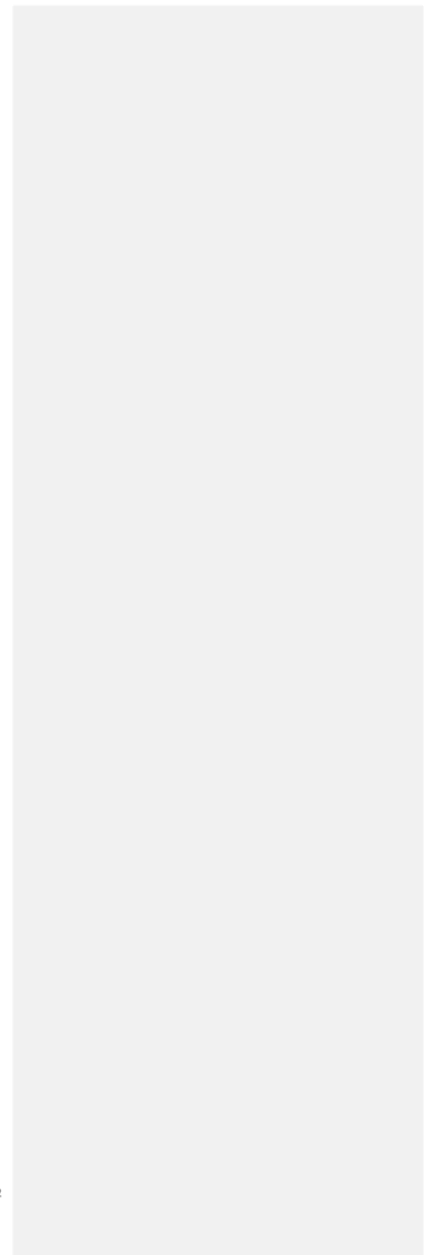
Taupō District Council

Code of Conduct

Adopted on 30 January 2020
(A2621954)

DRAFT

Taupō District Council Code of Conduct - pg 2



Contents

1. Introduction.....	3
2. Scope.....	4
3. Values.....	5
4. Role and responsibilities.....	5
4.1 Members.....	5
4.2 Chief Executive.....	6
5. Relationships.....	6
5.1 Relationships between members.....	7
5.2 Relationships with staff.....	7
5.3 Relationship with the public.....	7
6. Media and social media.....	8
7. Information.....	9
7.1 Confidential information.....	9
7.2 Information received in capacity as an elected member.....	10
8. Conflicts of Interest.....	10
9. Register of Interests.....	11
10. Ethical behaviour.....	11
11. Creating a supportive and inclusive environment.....	12
12. Breaches of the Code.....	12
12.1 Principles.....	12
12.2 Complaints.....	12
12.3 Materiality.....	13
13. Penalties and actions.....	13
13.1 Material breaches.....	14
13.2 Statutory breaches.....	15
14. Review.....	15
Appendix A: Guidelines on the personal use of social media.....	16
Appendix B: Legislation bearing on the role and conduct of elected members.....	17
The Local Authorities (Members' Interests) Act 1968.....	17
Local Government Official Information and Meetings Act 1987.....	19
Secret Commissions Act 1910.....	19
Crimes Act 1961.....	20
Financial Markets Conduct Act 2013.....	20
The Local Government Act 2002.....	20
Appendix C: Process where a complaint is referred to an independent investigator.....	20
1. Introduction	
The Code of Conduct (the Code) sets out the standards of behavior expected from elected members in the exercise of their duties. Its purpose is to:	

- Enhance the effectiveness of the local authority and the provision of good local government of the community, city, district or region;
- Promote effective decision-making and community engagement;
- Enhance the credibility and accountability of the local authority to its communities; and
- Develop a culture of mutual trust, respect and tolerance between the members of the local authority and between the members and management.

This purpose is given effect through the values, roles, responsibilities and specific behaviors agreed in the code.

2. Scope

The Code has been adopted in accordance with clause 15(1) of Schedule 7 of the Local Government Act 2002 (LGA 2002) and applies to all members, including the members of any local boards as well as the members of any community boards or appointment/co-opted members that have agreed to adopt it. The Code is designed to deal with the behaviour of members towards:

- Each other;
- The Chief Executive and staff;
- The media; and
- The general public.

It is also concerned with the disclosure of information that members receive in their capacity as elected members and information which impacts on the ability of the local authority to give effect to its statutory responsibilities.

The Code can only be amended (or substituted by a replacement Code) by a vote of at least 75 per cent of members present at a meeting when amendment to the Code is being considered. The Code should be read in conjunction with the Council's Standing Orders.

3. Values

The Code is designed to give effect to the following values:

1. **Public interest:** members will serve the best interests of the people within their community, district or region and discharge their duties conscientiously, to the best of their ability.
2. **Public trust:** members, in order to foster community confidence and trust in their Council, will work together constructively in an accountable and transparent manner;
3. **Ethical behaviour:** members will act with honesty and integrity at all times and respect the impartiality and integrity of officials;
4. **Objectivity:** members will make decisions on merit; including appointments, awarding contracts, and recommending individuals for rewards or benefits.
5. **Respect for others:** will treat people, including other members, with respect and courtesy, regardless of their race, age, religion, gender, sexual orientation, or disability.
6. **Duty to uphold the law:** members will comply with all legislative requirements applying to their role, abide by the Code of Conduct and act in accordance with the trust placed in them by the public.
7. **Equitable contribution:** members will take all reasonable steps to fulfil the duties and responsibilities of office, including attending meetings and workshops, preparing for meetings, attending civic events, and participating in relevant training seminars.
8. **Leadership:** members will actively promote and support these principles and ensure they are reflected in the way in which the Council operates, including a regular review and assessment of the Council's collective performance.¹

These values complement, and work in conjunction with, the principles of s14 of the LGA 2002 and the governance principles of s39 of the LGA 2002.

4. Role and responsibilities

The Code of Conduct is designed to strengthen the good governance of your city, district or region. Good governance requires that the complementary roles of the governing body and the administration are understood and respected. These roles involve:

4.1 Members

The role of the governing body includes:

- Representing the interests of the people of the city, district or region;
- Developing and adopting plans, policies and budgets;
- Monitoring the performance of the Council against stated goals and objectives set out in its long term plan;
- Providing prudent stewardship of the Council's resources;
- Employing and monitoring the performance of the Chief Executive; and
- Ensuring the Council fulfils its responsibilities to be a 'good employer' and meets the requirements of the Health and Safety at Work Act 2015.

¹ See Code of Conduct Guide for examples.

4.2 Mayor

The Mayor is one of the elected members, and shares the same collective responsibilities. The Mayor is elected by the district at large, is the ceremonial head of Council and is the presiding member at meetings of Council, and as such is responsible under Standing Orders for the orderly conduct of Council business at meetings.

The Mayor has no power to commit Council to any particular course of action except where specifically authorised to act under duly delegated authority.

The Office of the Mayor carries with it an element of community leadership in addition to the statutory role as presiding member of Council. The leadership role frequently requires the Mayor to act as community advocate, promoting the attributes of the community and representing its interests. Community leadership and advocacy will be more effective where it is carried out with the knowledge and support of Council.

The Mayor has the role to provide leadership and feedback to other members.

The Mayor is required to be a Justice of the Peace while holding office as Mayor.

4.3 Deputy Mayor

The Deputy Mayor is appointed by the Mayor or members of Council. In addition to the responsibilities of Councillor, the Deputy Mayor is authorised to chair meetings of Council, and generally to perform the functions and duties of the Mayor in the Mayor's absence:

- With the Mayor's consent at any time during the Mayor's temporary absence; or
- Without the Mayor's consent at any time while the Mayor is prevented by illness or other cause from performing the functions and duties or exercising the powers of office or while there is any vacancy in the Office of the Mayor.

4.24.4 Chief Executive

The role of the Chief Executive includes:

- Implementing the decisions of the Council;
- Ensuring that all responsibilities delegated to the Chief Executive are properly performed or exercised;
- Ensuring the effective and efficient management of the activities of the local authority;
- Maintaining systems to enable effective planning and accurate reporting of the financial and service performance of the local authority;
- Providing leadership for the staff of the Council; and
- Employing, on behalf of the Council, the staff of the local authority, (including negotiation of the terms of employment for those staff).

The Chief Executive is the only person *directly* employed by the Council itself (s.42 LGA 2002). All concerns about the performance of an individual member of staff must, in the first instance, be referred to the Chief Executive.

5. Relationships

This section of the Code sets out agreed standards of behaviour between members; members and staff; and members and the public. Any failure by a member to comply with the provisions of this section can represent a breach of the Code.

Commented [T1]: Recommend that this section from the 2016-19 Code is included in this version for completeness

Commented [T2]: As above

5.1 Relationships between members

Given the importance of relationships to the effective performance of the Council, members will conduct their dealings with each other in a manner that:

- Maintains public confidence;
- Is open, honest and courteous;
- Is focused on issues rather than personalities;
- Avoids abuse of meeting procedures, such as a pattern of unnecessary notices of motion and/or repetitious points of order; and
- Avoids aggressive, bullying or offensive conduct, including the use of disrespectful or malicious language.

Please note, nothing in this section of the Code is intended to limit robust debate.

5.2 Relationships with staff

An important element of good governance involves the relationship between a Council, its chief executive and its staff. Members will respect arrangements put in place to facilitate this relationship, and:

- Raise any concerns about employees, officers or contracted officials with the Chief Executive;
- Raise any concerns about the performance or behaviour of the Chief Executive with the Mayor/Chair or the chairperson of the Chief Executive Performance Review Committee (however described);
- Make themselves aware of the obligations that the Council and the Chief Executive have as employers and observe these requirements at all times, such as the duty to be a good employer;
- Treat all employees with courtesy and respect and not publicly criticise any employee; and
- Observe any protocols put in place by the Chief Executive concerning contact between members and employees.

Please note, elected members should be aware that failure to observe this portion of the Code may compromise the Council's obligations to be a good employer and consequently expose the Council to civil litigation or affect the risk assessment of Council's management and governance control processes undertaken as part of the Council's annual audit.

5.3 Relationship with the public

Given the vital role that democratic local government plays in our communities it is important that Councils have the respect and trust of their citizens. To facilitate trust and respect in their Council members will:

- Ensure their interactions with citizens are fair, honest and respectful;
- Be available to listen and respond openly and honestly to citizens' concerns;
- Represent the views of citizens and organisations accurately, regardless of the member's own opinions of the matters raised; and
- Ensure their interactions with citizens and communities uphold the reputation of the local authority.

6. Media and social media

The media play an important role in the operation and efficacy of our local democracy. In order to fulfil this role the media needs access to accurate and timely information about the affairs of Council. Any failure by a member to comply with the provisions of this section can represent a breach of the Code.

1. In dealing with the media elected members must clarify whether they are communicating a view endorsed by their Council, committee or community board, or are expressing a personal view. Operational questions should be referred to the chief executive. Members will abide by the following provisions:

- the mayor or chairperson is the first point of contact for an official view on any issue, unless delegations state otherwise. Where the mayor/chair is absent requests for comment will be referred to the deputy mayor/chair or relevant committee chairperson or portfolio holder;
- the mayor/chair may refer any matter to the relevant committee chairperson or to the chief executive for their comment; and
- no other member may comment on behalf of the council without having first obtained the approval of the mayor/chair.

1.2. Members are free to express a personal view to the media or social media at any time, provided the following rules are observed:

- Comments shall be consistent with the Code; for example, comments should not disclose confidential information, criticize, or compromise the impartiality or integrity of staff;
- Comments must not purposefully misrepresent the views of the Council or the views of other members;
- media comments must not state or imply that they represent the views of the council;
- media comments which are contrary to a council decision or policy must clearly state that they do not represent the views of the majority of members;
-
- Social media pages controlled by members and used for making observations relevant to their role as an elected members should be open and transparent, except where abusive or inflammatory content is being posted; and
- Social media posts about other members, council staff or the public must be consistent with section five of this Code. (See Appendix A for guidelines on the personal use of social media).

2017 Version clause 6 Contact with the media

The media play an important part in the operation and efficacy of local democracy. In order to fulfil this role the media needs access to accurate and timely information about the affairs of council.

From time to time individual members will be approached to comment on a particular issue either on behalf of the council, or as an elected member in their own right. When responding to the media members must be mindful that operational questions should be referred to the chief executive and policy-related questions referred to the mayor or the member with the appropriate delegated authority.

When speaking to the media more generally members will abide by the following provisions:

Commented [T3]: The 2016-19 clause 6 is more prescriptive than what is proposed in the new 2019 clause. The updated clause includes information on social media. Suggest a mixture of the two clauses (as highlighted in yellow)

6.1 Media contact on behalf of the council

- the mayor or chairperson is the first point of contact for an official view on any issue, unless delegations state otherwise. Where the mayor/chair is absent requests for comment will be referred to the deputy mayor/chair or relevant committee chairperson or portfolio holder;
- the mayor/chair may refer any matter to the relevant committee chairperson or to the chief executive for their comment, and
- no other member may comment on behalf of the council without having first obtained the approval of the mayor/chair.

6.2 Media comment on a member's own behalf

Elected members are free to express a *personal view* in the media, at any time, provided the following rules are observed:

- media comments must not state or imply that they represent the views of the council;
- media comments which are contrary to a council decision or policy must clearly state that they do not represent the views of the majority of members;
- media comments must observe the other requirements of the Code; for example, comments should not disclose confidential information, criticize, or compromise the impartiality or integrity of staff; and
- media comments must not be misleading and should be accurate within the bounds of reasonableness.

Any failure by members to meet the standards set out above represents a breach of this Code.

7. Information

Access to information is critical to the trust in which a local authority is held and its overall performance. A failure to comply with the provisions below can represent a breach of the Code.

7.1 Confidential information

In the course of their duties members will receive information, whether in reports or through debate, that is confidential. This will generally be information that is either commercially sensitive or is personal to a particular individual or organisation. Accordingly, members agree not to use or disclose confidential information for any purpose other than the purpose for which the information was supplied to the member.

2017 Version clause 7.1 Confidential information

Members have the responsibility to see that wherever possible business is conducted in 'open' meeting. Powers to exclude the public should be used only where prudent and necessary and for the reasons permitted by law.

Business conducted where the public is excluded remains confidential and should not be disclosed to the public until either Council decides by resolution to make it public or the Chief Executive Officer determines in response to a request under the Local Government Official Information and Meetings Act 1987, or the Privacy Act 1993 that there is no longer good reason to withhold it under the Act.

Commented [TJ4]: The 2016-19 clause is more detailed – suggest that this is retained in the 2019-22 version

Subject to these Acts, any information of a confidential nature will not be communicated. It is a grave betrayal of trust to disclose information while it is confidential or use such confidential information for private gain, or improper purpose.

7.2 Information received in capacity as an elected member

Commented [TJ5]: As above

Occasionally members will receive information from external parties which is pertinent to the ability of their Council to properly perform its statutory duties. Where this occurs, and the information does not contravene the privacy of natural persons, the member will disclose such information to other members and/or the chief executive as soon as practicable.

2017 Version clause 7.2 Information received in capacity as an elected member

Members will disclose to other members and, where appropriate the chief executive, any information received in their capacity as an elected member that concerns the council's ability to give effect to its responsibilities.

Members who are offered information on the condition that it remains confidential will inform the provider of the information that it is their duty to disclose the information and will decline the offer if that duty is likely to be compromised.

Any failure by members to act in the manner described above represents a breach of this Code.

Please note: failure to observe these provisions may impede the performance of the council by inhibiting information flows and undermining public confidence. It may also expose the council to prosecution under the Privacy Act and/or civil litigation.

8. Conflicts of Interest

Elected members will maintain a clear separation between their personal interests and their duties as elected members in order to ensure that they are free from bias (whether real or perceived). Members therefore must familiarise themselves with the provisions of the Local Authorities (Members' Interests) Act 1968 (LAMIA).

Members will not participate in any Council discussion or vote on any matter in which they have a pecuniary interest, other than an interest in common with the general public. This rule also applies where the member's spouse/partner has a pecuniary interest, such as through a contract with the Council. Members shall make a declaration of interest as soon as practicable after becoming aware of any such interests.

If a member is in any doubt as to whether or not a particular course of action (including a decision to take no action) raises a conflict of interest, then the member should seek guidance from the Chief Executive *immediately*. Members may also contact the Office of the Auditor-General for guidance as to whether they have a pecuniary interest, and if so, may seek an exemption to allow that member to participate or vote on a particular issue in which they may have a pecuniary interest. The latter must be done before the discussion or vote.

Please note: Failure to observe the requirements of LAMIA could potentially invalidate a decision made, or the action taken, by the Council. Failure to observe these requirements could also leave the elected

member open to prosecution (see **Appendix B**). In the event of a conviction elected members can be ousted from office.

9. Register of Interests

Members shall, at least annually, make a declaration of interest. These declarations are recorded in a public Register of Interests maintained by the Council. The declaration must include information on the nature and extent of any interest, including:

- a) Any employment, trade or profession carried on by the member or the members' spouse/partner for profit or gain;
- b) Any company, trust, partnership etc for which the member or their spouse/partner is a director, business partner or trustee;
- c) A description of any land in which the member has a beneficial interest within the jurisdiction of the local authority; and
- d) A description of any land owned by the local authority in which the member or their spouse/partner is:
 - A tenant; or
 - The land is tenanted by a firm in which the member or spouse/partner is a business partner; a company of which the member or spouse/partner is a director; or a trust of which the member or spouse/partner is a trustee.
- e) Any other matters which the public might reasonably regard as likely to influence the member's actions during the course of their duties as a member (if the member is in any doubt on this, the member should seek guidance from the Chief Executive).

Please note, where a member's circumstances change they must ensure that the Register of Interests is updated as soon as practicable.

10. Ethical behaviour

Members will seek to promote the highest standards of ethical conduct. Accordingly members will:

- Claim only for legitimate expenses as determined by the Remuneration Authority and any lawful policy of the Council developed in accordance with that determination;
- Not influence, or attempt to influence, any Council employee, officer or member in order to benefit their own, or families, personal or business interests;
- Only use the Council's resources (such as facilities, staff, equipment and supplies) in the course of their duties and not in connection with any election campaign or personal interests; and
- Not solicit, demand, or request any gift, reward or benefit by virtue of their position and notify the Chief Executive if any such gifts are accepted. Where a gift to the value of \$100 or more is accepted by a member, that member must immediately disclose this to the Chief Executive for inclusion in the publicly available register of interests.

Any failure by members to comply with the provisions set out in this section represents a breach of the code.

10.1 Undischarged bankrupt

In accordance with clause 15(5) of Schedule 7 (LGA 2002) any member who is an "undischarged bankrupt" will notify the Chief Executive prior to the inaugural meeting or as soon as practicable after being declared

Commented [D6]: This is a clause that Council must consider to include or not – LGA Sch 7 cl15 (5)

[bankrupt. The member will also provide the Chief Executive with a brief explanatory statement of the circumstances surrounding the member's adjudication and the likely outcome of the bankruptcy.](#)

11. Creating a supportive and inclusive environment

In accordance with the purpose of the Code, members agree to take all reasonable steps in order to participate in activities scheduled to promote a culture of mutual trust, respect and tolerance. These include:

- Attending post-election induction programmes organised by the Council for the purpose of facilitating agreement on the Council's vision, goals and objectives and the manner and operating style by which members will work.
- Taking part in any assessment or evaluation of the Council's performance and operating style during the triennium.²
- Taking all reasonable steps to acquire the required skills and knowledge to effectively fulfill their Declaration of Office (the Oath) and contribute to the good governance of the city, district or region.

12. Breaches of the Code

Members must comply with the provisions of the code (LGA 2002, schedule 7, cl. 15(4)). Any member, or the Chief Executive, who believes that the Code has been breached by the behaviour of a member may make a complaint to that effect. All complaints will be considered in a manner that is consistent with the following principles.

12.1 Principles

The following principles will guide any processes for investigating and determining whether or not a breach under the code has occurred:

- That the approach for investigating and assessing a complaint will be proportionate to the apparent seriousness of the alleged breach;
- That the processes of complaint, investigation, advice and decision-making will be kept separate as appropriate to the nature and complexity of the alleged breach; and
- That the concepts of natural justice and fairness will apply in the determination of any complaints made under the Code. This includes, conditional on the nature of an alleged breach, directly affected parties:
 - Have a right to know that an investigation process is underway;
 - Are given due notice and are provided with an opportunity to be heard;
 - Have confidence that any hearing will be impartial;
 - Have a right to seek appropriate advice and be represented; and
 - Have their privacy respected.

12.2 Complaints

All complaints made under the code must be made in writing and forwarded to the Chief Executive. On receipt of a complaint the Chief Executive must forward the complaint to the Mayor or, where the Mayor is

² A self-assessment template is provided in the Guidance to the code.

a party to the complaint, an independent investigator, drawn from a pool of names or agency ~~agreed in advance~~

Please note, only members and the Chief Executive may make a complaint under the code.

Complaint referred to Mayor

On receipt of a complaint made under the provisions of the Council's Code of Conduct the Mayor will, as the situation allows:

- Interview the complainant to assess the full extent of the complaint.
- Interview the member(s) subject to the complaint.
- Assess the complaint to determine materiality.
- Where a complaint is assessed by the Mayor to be trivial, frivolous or minor, either dismiss the complaint, require an apology or other course of action, or assist the relevant parties to find a mutually agreeable solution.
- Where a complaint is found to be material, or no mutually agreed solution can be reached, the Mayor will refer the complaint back to the Chief Executive who will forward it, along with any recommendations made by the Mayor, to the Council or an adjudicative body established by the Council to assess and rule on complaints made under the Code.³

If the Mayor chooses they may, instead of undertaking an initial assessment, immediately refer the complaint to the independent investigator, via the Chief Executive.

Complaint referred to Independent Investigator

On receipt of a complaint from a member which concerns the Mayor, or from the Mayor after initial consideration, the Chief Executive will forward that complaint to an independent investigator for a preliminary assessment to determine whether the issue is sufficiently serious to be referred, with recommendations if necessary, to the Council or an adjudicative body for assessing and ruling on complaints.⁴ The process, following receipt of a complaint, will follow the steps outlined in **Appendix C**.

12.3 Materiality

An alleged breach under the Code is material if, in the opinion of the Mayor or independent investigator, it would bring the Council into disrepute or, if not addressed, adversely affect the reputation of a member.

An alleged breach under this Code is non-material if, in the opinion of the Mayor or independent investigator, any adverse effects are minor and no investigation or referral is warranted.

13. Penalties and actions

Where a complaint is determined to be material and referred to the Code of Conduct Committee established to consider complaints, the nature of any penalty or action will depend on the seriousness of the breach.

Commented [T17]: In practice the chief executive would appoint an appropriate investigator at the time depending on the nature of the complaint and their availability. Eg Tompkins Wake or Simpson Grierson etc

³ Advice on establishing adjudication bodies can be found in the Guide to the Code of Conduct.

⁴ On behalf of the Council the Chief Executive will, shortly after the start of a triennium, prepare, in consultation with the Mayor or Chairperson, a list of investigators for this purpose of undertaking a preliminary assessment. The Chief Executive may prepare a list specifically for his or her council, prepare a list jointly with neighbouring councils or contract with an agency capable of providing appropriate investigators, such as Equi2.

13.1 Material breaches

In the case of material breaches of the Code, the Council, or the adjudicative body with delegated authority, may require one of the following:

1. A letter of censure to the member;
2. A request (made either privately or publicly) for an apology;
3. Removal of certain Council-funded privileges (such as attendance at conferences);
4. Removal of responsibilities, such as committee chair, deputy committee chair or portfolio holder;
5. Restricted entry to Council offices, such as no access to staff areas (where restrictions may not previously have existed);
6. Limitation on any dealings with Council staff other than the Chief Executive or identified senior manager;
7. A vote of no confidence in the member;
8. Suspension from committees or other bodies to which the member has been appointed; or
9. Invitation to the member to consider resigning from the Council.

The Code of Conduct Committee may decide that instead of a penalty, one or more of the following may be required:

- Attend a relevant training course; and/or
- Work with a mentor for a period of time; and/or
- Participate in voluntary mediation (if the complaint involves a conflict between two members); and/or
- Tender an apology.

The process is based on the presumption that the outcome of a complaints process will be made public unless there are grounds, such as those set out in the Local Government Official Information and Meetings Act 1987 (LGOIMA), for not doing so.

13.2 Statutory breaches

In cases where a breach of the Code is found to involve regulatory or legislative requirements, the complaint will be referred to the relevant agency. For example:

- Breaches relating to members' interests (where members may be liable for prosecution by the Auditor-General under LAMIA);
- Breaches which result in the Council suffering financial loss or damage (where the Auditor-General may make a report on the loss or damage under s.44 LGA 2002 which may result in the member having to make good the loss or damage); or
- Breaches relating to the commission of a criminal offence which will be referred to the Police (which may leave the elected member liable for criminal prosecution).

14. Review

Once adopted, the Code continues in force until amended by the Council. The Code can be amended at any time but cannot be revoked unless the Council replaces it with another Code. Amendments to the Code require a resolution supported by 75 per cent of the members of the Council present at the Council meeting at which the amendment is considered.

Councils are encouraged to formally review their existing Code and either amend or re-adopt it as soon as practicable after the beginning of each triennium in order to ensure that all members have the opportunity to provide their views on the Code's provisions.

Appendix A: Guidelines on the personal use of social media⁵

There's a big difference in speaking "on behalf of Council" and speaking "about" the Council. While your rights to free speech are respected, please remember that citizens and colleagues have access to what you post. The following principles are designed to help you when engaging in **personal or unofficial online** communications that may also refer to your Council.

1. **Adhere to the Code of Conduct and other applicable policies.** Council policies and legislation, such as LGOIMA and the Privacy Act 1993, apply in any public setting where you may be making reference to the Council or its activities, including the disclosure of any information online.
2. **You are responsible for your actions.** Anything you post that can potentially damage the Council's image will ultimately be your responsibility. You are encouraged to participate in the social media but in so doing you must exercise sound judgment and common sense.
3. **Be an "advocate" for compliments and criticism.** Even if you are not an official online spokesperson for the Council, you are one of its most important advocates for monitoring the social media landscape. If you come across positive or negative remarks about the Council or its activities online that you believe are important you are encouraged to share them with the governing body.
4. **Let the subject matter experts respond to negative posts.** Should you come across negative or critical posts about the Council or its activities you should consider referring the posts to the Council's authorised spokesperson, unless that is a role you hold, in which case consider liaising with your communications staff before responding.
5. **Take care mixing your political (Council) and personal lives.** Elected members need to take extra care when participating in social media. The public may find it difficult to separate personal and Council personas. Commenting online in any forum, particularly if your opinion is at odds with what Council is doing, can bring you into conflict with the Code should it not be clear that they are your personal views.
6. **Never post sensitive and confidential information** provided by the Council, such as confidential items, public excluded reports and/or commercially sensitive information. Such disclosure will contravene the requirements of the Code.
7. **Elected Members' social media pages should be open and transparent.** When commenting on matters related to the local authority no members should represent themselves falsely via aliases or differing account names or block. Neither should they block any post on any form of social media that they have control over unless there is clear evidence that the posts are actively abusive. Blocking constructive debate or feedback can be seen as bringing the whole Council into disrepute.

⁵ Based on the Ruapehu District Council Code of Conduct.

Appendix B: Legislation bearing on the role and conduct of elected members

This is a summary of the legislative requirements that have some bearing on the duties and conduct of elected members. The full statutes can be found at www.legislation.govt.nz.

The Local Authorities (Members' Interests) Act 1968

The Local Authorities (Members' Interests) Act 1968 (LAMIA) provides rules about members discussing and voting on matters in which they have a pecuniary interest and about contracts between members and the Council.

A pecuniary interest is likely to exist if a matter under consideration could reasonably give rise to an expectation of a gain or loss of money for a member personally (or for their spouse/partner or a company in which they have an interest). In relation to pecuniary interests the LAMIA applies to both contracting and participating in decision-making processes.

With regard to pecuniary or financial interests, a person is deemed to be "concerned or interested" in a contract or interested "directly or indirectly" in a decision when:

- A person, or spouse/partner, is "concerned or interested" in the contract or where they have a pecuniary interest in the decision; or
- A person, or their spouse/partner, is involved in a company that is "concerned or interested" in the contract or where the company has a pecuniary interest in the decision.

There can also be additional situations where a person is potentially "concerned or interested" in a contract or have a pecuniary interest in a decision, such as where a contract is between an elected members' family trust and the Council.

Determining whether a pecuniary interest exists

Elected members are often faced with the question of whether or not they have a pecuniary interest in a decision and if so whether they should participate in discussion on that decision and vote. When determining if this is the case or not the following test is applied:

"...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." (OAG, 2001)

In deciding whether you have a pecuniary interest, members 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 by making that decision?
- Is my financial interest one that is in common with the public?
- Do any of the exceptions in the LAMIA apply to me?
- Could I apply to the Auditor-General for approval to participate?

Members may seek assistance from the Mayor/Chair or other person, to determine if they should discuss or vote on an issue, but ultimately it is their own judgment as to whether or not they have pecuniary interest in the decision. Any member who is uncertain as to whether they have a pecuniary interest is advised to seek legal advice. Where uncertainty exists members may adopt a least-risk approach which is to not participate in discussions or vote on any decisions.

Members who do have a pecuniary interest will declare the pecuniary interest to the meeting and not participate in the discussion or voting. The declaration and abstention needs to be recorded in the meeting minutes. (Further requirements are set out in the Council's Standing Orders.)

The contracting rule

A member is disqualified from office if he or she is "concerned or interested" in contracts with their Council if the total payments made, or to be made, by or on behalf of the Council exceed \$25,000 in any financial year. The \$25,000 limit includes GST. The limit relates to the value of all payments made for all contracts in which you are interested during the financial year. It does not apply separately to each contract, nor is it just the amount of the profit the contractor expects to make or the portion of the payments to be personally received by you.

The Auditor-General can give prior approval, and in limited cases, retrospective approval for contracts that would otherwise disqualify you under the Act. It is an offence under the Act for a person to act as a member of the Council (or committee of the Council) while disqualified.

Non-pecuniary conflicts of interest

In addition to the issue of pecuniary interests, rules and common law govern conflicts of interest more generally. These rules apply to non-pecuniary conflicts of interest, including common law rules about bias. In order to determine if bias exists or not members need to ask:

"Is there a real danger of bias on the part of the member of the decision-making body, in the sense that he or she might unfairly regard with favour (or disfavour) the case of a party to the issue under consideration?"

The question is not limited to actual bias, but relates to the appearance or possibility of bias reflecting the principle that justice should not only be done, but should be seen to be done. Whether or not members believe they are not biased is irrelevant.

Members focus should be on the nature of the conflicting interest or relationship and the risk it could pose for the decision-making process. The most common risks of non-pecuniary bias are where:

- Members' statements or conduct indicate that they have predetermined the decision before hearing all relevant information (that is, members have a "closed mind"); and
- Members have a close relationship or involvement with an individual or organisation affected by the decision.

In determining whether or not they might be perceived as biased, members must also take into account the context and circumstance of the issue or question under consideration. For example, if a member has stood on a platform and been voted into office on the promise of implementing that platform, then voters would have every expectation that the member would give effect to that promise, however he/she must still be seen to be open to considering new information (this may not apply to decisions made in quasi-judicial settings, such as an RMA hearing).

Local Government Official Information and Meetings Act 1987

The Local Government Official Information and Meetings Act 1987 sets out a list of meetings procedures and requirements that apply to local authorities and local/community boards. Of particular importance for the roles and conduct of elected members is the fact that the chairperson has the responsibility to maintain order at meetings, but all elected members should accept a personal responsibility to maintain acceptable standards of address and debate. No elected member should:

- Create a disturbance or a distraction while another Councillor is speaking;
- Be disrespectful when they refer to each other or other people; or
- Use offensive language about the Council, other members, any employee of the Council or any member of the public.

See Standing Orders for more detail.

Secret Commissions Act 1910

Under this Act it is unlawful for an elected member (or officer) to advise anyone to enter into a contract with a third person and receive a gift or reward from that third person as a result, or to present false receipts to Council.

If convicted of any offence under this Act a person can be imprisoned for up to two years, and/or fines up to \$1000. A conviction would therefore trigger the ouster provisions of the LGA 2002 and result in the removal of the member from office.

Crimes Act 1961

Under this Act it is unlawful for an elected member (or officer) to:

- Accept or solicit for themselves (or anyone else) any gift or reward for acting or not acting in relation to the business of Council; and
- Use information gained in the course of their duties for their, or another person's, monetary gain or advantage.

Elected members convicted of these offences will automatically cease to be members.

Financial Markets Conduct Act 2013

Financial Markets Conduct Act 2013 (previously the Securities Act 1978) essentially places elected members in the same position as company directors whenever Council offers stock to the public. Elected members may be personally liable if investment documents such as a prospectus contain untrue statements and may be liable for criminal prosecution if the requirements of the Act are not met.

The Local Government Act 2002

The Local Government Act 2002 (LGA 2002) sets out the general powers of local government, its purpose and operating principles, and details the personal liability of members.

Although having qualified privilege, elected members can be held personally accountable for losses incurred by a local authority where, following a report from the Auditor General under s44 LGA 2002, it is found that one of the following applies:

- a) Money belonging to, or administered by, a local authority has been unlawfully expended; or
- b) An asset has been unlawfully sold or otherwise disposed of by the local authority; or
- c) A liability has been unlawfully incurred by the local authority; or
- d) A local authority has intentionally or negligently failed to enforce the collection of money it is lawfully entitled to receive.⁸⁹⁰

Members will not be personally liable where they can prove that the act or failure to act resulting in the loss occurred as a result of one of the following:

- a) Without the member's knowledge;
- b) With the member's knowledge but against the member's protest made at or before the time when the loss occurred;
- c) Contrary to the manner in which the member voted on the issue; and
- d) In circumstances where, although being a party to the act or failure to act, the member acted in good faith and relied on reports, statements, financial data, or other information from professional or expert advisers, namely staff or external experts on the matters.

In certain situations members will also be responsible for paying the costs of proceedings (s47 LGA 2002).

Appendix C: Process where a complaint is referred to an independent investigator

The following process is a guide only and Councils are encouraged to adapt this to their own specific circumstances.

Step 1: Chief Executive receives complaint

On receipt of a complaint under the Code, whether from a member (because the complaint involves the Mayor or from the Mayor after an initial assessment, the Chief Executive will refer the complaint to an investigator ~~selected from a list agreed at the start of the triennium~~. The Chief Executive will also:

- Inform the complainant that the complaint has been referred to the independent investigator and the name of the investigator, and refer them to the process for dealing with complaints as set out in the Code; and
- Inform the respondent that a complaint has been made against them, the name of the investigator and remind them of the process for dealing with complaints as set out in the Code.

Step 2: Investigator makes preliminary assessment

On receipt of a complaint the investigator will assess whether:

1. The complaint is trivial or frivolous and should be dismissed;
2. The complaint is outside the scope of the Code and should be re-directed to another agency or institutional process;
3. The complaint is minor or non-material; or
4. The complaint is material and a full assessment is required.

In making the assessment the investigator may make whatever initial inquiry is necessary to determine their recommendations, including interviewing relevant parties, which are then forwarded to the Council's Chief Executive. On receiving the investigator's preliminary assessment the Chief Executive will:

1. Where an investigator determines that a complaint is trivial or frivolous, inform the complainant, respondent and other members (if there are no grounds for confidentiality) of the investigator's decision.
2. In cases where the investigator finds that the complaint involves a potential legislative breach and outside the scope of the Code, forward the complaint to the relevant agency ~~and inform the Chief Executive who will then~~ and inform the complainant, the respondent and members.

Step 3: Actions where a breach is found to be non-material

If the subject of a complaint is found to be non-material, but more than trivial or frivolous, the investigator will inform the chief executive and, if they choose, recommend a course of action appropriate to the breach, such as:

- That the respondent is referred to the Mayor for guidance; and/or
- That the respondent attend appropriate courses or programmes to increase their knowledge and understanding of the matters resulting in the complaint.

The Chief Executive will advise both the complainant and the respondent of the investigator's decision and any recommendations, neither of which are open to challenge. Any recommendations made in response to a non-material breach are non-binding on the respondent and the Council.

Step 4: Actions where a breach is found to be material

If the subject of a complaint is found to be material, the investigator will inform the Chief Executive, who will inform the complainant and respondent. The investigator will then prepare a report for the Council on the seriousness of the breach. In preparing that report, the investigator may:

- Consult with the complainant, respondent and any directly affected parties; and/or
- Undertake a hearing with relevant parties; and/or
- Refer to any relevant documents or information.

On receipt of the investigator's report, the Chief Executive will prepare a report for the relevant Council body charged with assessing and ruling on material complaints, which will meet to consider the findings and determine whether or not a penalty, or some other form of action, will be imposed. The Chief Executive's report will include the investigator's full report.

Step 5: Process for considering the investigator's report

The investigator's report will be considered by the Code of Conduct Committee established for considering reports on Code of Conduct complaints, or any other body that the Council may resolve, noting that the process will meet the principles set out in section 12.1 of the Code.

The Code of Conduct Committee will consider the Chief Executive's report in open meeting, except where the alleged breach concerns matters that justify, in accordance with LGOIMA, the exclusion of the public. Before making any decision on a specific complaint, the Committee will give the respondent an opportunity to appear and speak in their own defense. Members with an interest in the proceedings, including the complainant and the respondent, should not take part in these proceedings in a decision-making capacity.

The form of penalty that might be applied will depend on the nature of the breach and may include actions set out in clause 13.1 of the Code.

~~The report, including recommendations from the adjudicative body, should that body have no formal delegations, will be heard and accepted by the Council in open session, unless grounds for excluding the public exist, without debate.~~

Code of Conduct Declaration by Member

I declare that I have read and understood the Taupō District Council Code of Conduct 2020 and agree to abide by its terms for the duration of my time in office.

Signed: _____

Name: _____

Position: _____

Dated: _____

DRAFT

Taupō District Council Code of Conduct - pg 23