

ATTACHMENTS

**Mangakino/Pouakani Representative
Group Meeting**

18 April 2017

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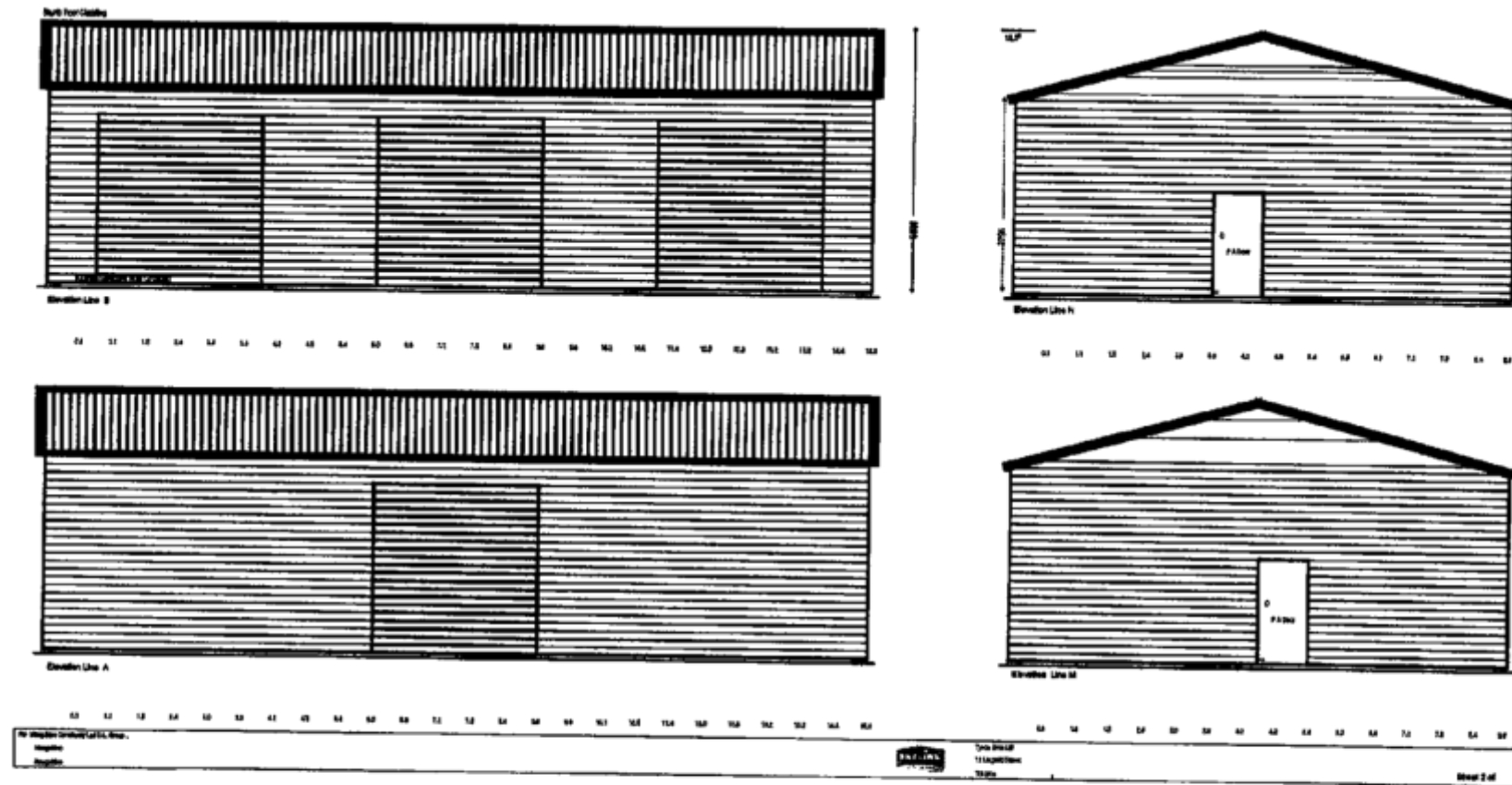
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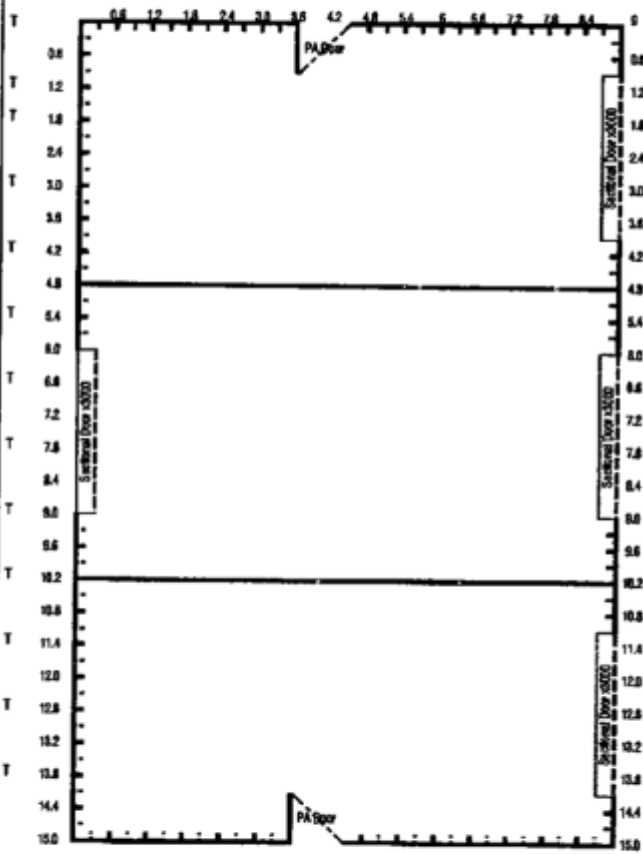

2017 Mangakino-Pouakani Representative Group Action Sheet (A1866533)

Item No.	Meeting Date	Subject	Task	Progress
3	19/05/2015	Lake Maraetai Lakefront Management Agreement	The Land Management Officer recommended that once the Lake Maraetai lakefront management agreement was finalised, an open workshop with MPRG be held to get a sense of direction for planning management decisions and Council's role in relation to the land.	On hold pending settlement of Treaty claims. The District Parks Operations Manager undertook to obtain an update on progress of statutory processes in relation to the classification and management of the Lake Maraetai lakefront land.
5	15/09/2015	Community Issues	An enquiry was received regarding families being able to dig a burial plot in the public cemetery.	The District Parks Operations Manager and Strategic Relationships Manager had met with marae representatives - next meeting was scheduled for 11 April. Updates to existing arrangements were a possibility in future.
4.6	21/02/2017	Community Issues	Request for a 'bus turning' sign at the Mangakino end of Poihipi Road.	Service request 1705270 entered and assigned to transportation team.
4.6	21/02/2017	Community Issues	Concern about horses (and related pollution) on the lake front near Kinloch.	There is a short section of reserve where the bike and bridle trail are on edge of beach. Generally have had no issues with horses in area however have discussed member concerns with local equestrian representative/contact.

Mangakino Pouakani Community Grant Applications April 2017

Applicant			Project Information				Project Funding						Outcome			
#	Organisation	Contact	Grant Purpose	# of People to Benefit	Meets Criteria	Presenting	GST Registered	Total Cost	Other Funders	\$ From Other Funders	\$ Available	\$ Requested From TDC	Previous Audit Completed / Passed	Financials Provided	Approved / Declined	\$ Approved
1	Mangakino Community Festival Committee	Christine Holland	To Purchase a laptop & external hard drive	Whole community + visitors	Yes	Yes	No	\$2,375.00				\$1,575.00	Yes	Yes		
2	Mangakino Volunteer Fire Brigade	Christine Holland	Rapid Response Vehicle (spotlights/charger/battery)	Whole community	Yes	Yes	No	\$85,000.00				\$3,415.00	N/A	Yes		
3	Whakamaru School	Joanne Burch	Developing Musicality - Class/school ukulele programme	100	Yes if not part of school curriculum	Maybe	Yes	\$1,530.43				\$1,200.00	Yes	Yes		
4	Mangakino Central Charitable Trust	Lara Davies	To purchase bikes for our 'Young Guns' Health & Fitness Youth Program	Whole community	Yes,	Yes	Yes	\$ 3,040.00				\$2,320.00	Project still in progress	Yes		
5	Mangakino Rugby League Club	Kirsten Karauna	Club equipment	70+ members	Yes	Yes	No	\$1,796.00				\$1,796.00	Yes	Yes		
6	Taupo Family Centre (No Words Needed)	Jackie Hill	Hope Walk													
7	Tirehanga Sports and Settlers ASN	Damien Sutton	Chair/stool coverings and Kitchen utensil upgrade		Yes	No	Yes	\$3,339.50				\$3,000.00	N/A	Yes		
Total Funds Available: \$11,634.00								Total: \$		Total: \$13,308.00			Approved:			



		Schedule 3				
Customer: Mangakino Community Led Development Ltd Site Address: Mangakino Location: Mangakino Phone No: Account Address: Mangakino Email:		Distributor: Tyson Bros Ltd 12 Linglefield Street Takapuna Phone: 07 888 9991 Wind Zone: High				
Date: 27/06/2014 16 x 8 Garage MultiBay with Multiple Garage Doors Concrete Floor Standard Garage Footing - With Polythene No Mesh - Level Site Erected By: Tyson Bros Ltd						
<p>This wall cladding not suitable for internal linings</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"> Steel Height: 3.6 metre (140x45 Wall Framing) Roof Pitch: 16 Degrees Standard Gable Overhang: Front & Rear Standard Wall Cladding: 180mm Skyboard - Standard Colour /Athen Roof Cladding: Skyrib - Standard Colour /Athen P.A. Door: Inward opening 1 Garage Colour: Standard Colour Main Door Colour: Standard Colour Thermoseal Heavy Weight Building Paper Under Roof Cladding Thermoseal Heavy Weight Building Paper Under Wall Cladding </td> <td style="width: 33%;"> Frame Specifications: Trusses: 90 x 45 @ 1.2m centres Rails: 70 x 45 LaserFrame Bottom Plate: 140mm x 45 LVL /Frame Top Plate: 140mm x 45 LVL /Frame Studs: SGB 140mm x 45 LVL /Frame @ 800mm c/c Perimeter Translucent: 140mm x 45 LVL /Frame </td> <td style="width: 33%;"> Finish Treatment: H 1.2 Dark: H 1.2 Dark: H 1.2 Tanished: H 1.2 Dark: H 1.2 Dark: H 1.2 Dark: </td> </tr> </table>				Steel Height: 3.6 metre (140x45 Wall Framing) Roof Pitch: 16 Degrees Standard Gable Overhang: Front & Rear Standard Wall Cladding: 180mm Skyboard - Standard Colour /Athen Roof Cladding: Skyrib - Standard Colour /Athen P.A. Door: Inward opening 1 Garage Colour: Standard Colour Main Door Colour: Standard Colour Thermoseal Heavy Weight Building Paper Under Roof Cladding Thermoseal Heavy Weight Building Paper Under Wall Cladding	Frame Specifications: Trusses: 90 x 45 @ 1.2m centres Rails: 70 x 45 LaserFrame Bottom Plate: 140mm x 45 LVL /Frame Top Plate: 140mm x 45 LVL /Frame Studs: SGB 140mm x 45 LVL /Frame @ 800mm c/c Perimeter Translucent: 140mm x 45 LVL /Frame	Finish Treatment: H 1.2 Dark: H 1.2 Dark: H 1.2 Tanished: H 1.2 Dark: H 1.2 Dark: H 1.2 Dark:
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<p>We / I Have read and accepted the terms and conditions of sale for a Skyline Building and authorise Tyson Bros Ltd to act on our/my behalf as agent for the application for a building consent.</p>						
Price For Building As Shown in schedules 1-3 Includes 15% Gst 0.00		Signed Purchaser: 				
Payment Terms: Signing Order 0.00		Date: 2/8/2016				
Issue of Building Consent: 0.00		Purchasers Name: Mangakino Community Led Development Ltd				
Building Pack Delivery: 0.00		Signed Distributor:				
Shell Complete: 0.00		Sales Persons Name: Robyn Tyson				
Balance Due On Completion: 0.00						

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Dated

2017

MEMORANDUM OF UNDERSTANDING

TAUPŌ DISTRICT COUNCIL

**MANGAKINO COMMUNITY LED DEVELOPMENT
LEADERSHIP GROUP**

MEMORANDUM OF UNDERSTANDING

DATED

2015

BETWEEN TAUPŌ DISTRICT COUNCIL (TDC).

AND MANGAKINO COMMUNITY LED DEVELOPMENT LEADERSHIP GROUP (MCLD).

BACKGROUND

- A. TDC being a Local Authority
- B. MCLD being a group of community representative elected as part of the Department of Internal Affairs Community Led Development pilot project
- C. The parties are entering into this Memorandum Of Understanding (MOU) to record who will own and be responsible for new assets developed through initiatives funded as part of this pilot.

1. Understanding

- 1.1. From July 2011 the Government is providing long-term investment in community-led development. Community-led development allows communities to control their development process. It is characterised by a process where the whole community comes together to decide on their issues they want to address and strengths they can build on to meet some of their challenges.
- 1.2. This is a three year investment by Government and is due to finish by 30 June 2015. ¹
- 1.3. The Department of Internal Affairs is supporting community-led development by providing support and advice to participating communities.
- 1.4. The community forms a leadership group to drive and manage the development process to decide and agree on local visions, priorities, desired outcomes and development plans.
- 1.5. There is a separate agreement with Taupō District Council to act as the Fundholder and will administer, on behalf of the leadership group, any grants, grant agreements or any other funding sourced as part of the Mangakino Community Led Development initiative.
- 1.6. That MCLD has through engagement with the wider Mangakino Community developed a set of action plans. Within those plans, there are a number of project will result either purchase and or construction of community assets.

2. Ownership

- 2.1. At the completion of the Community led initiative in June 2015, ownership of community assets developed by MCLD shall vest in TDC. In this MOU "ownership" means ownership

¹ This has been extended by the Government till 30 June 2016

in the assets and ownership of the copyright in any assets that are works as defined in the Copyright Act 1966.

- 2.2. Community assets developed by MCLD will be agreed to on a case by case basis by the Mangakino/Pouakani Representative Group. Any such agreement may be recorded in any manner that the parties agree is appropriate.

3. Confidentiality

- 3.1. This Memorandum of Understanding will be available to the general public on request.

4. Maintenance

- 4.1 TDC, or its contractors, will carry out the necessary maintenance work at TDC's cost.

5. Damage and/or Vandalism

- 5.1. TDC will take all reasonably practicable measures to protect the assets from vandalism.
- 5.2. Any damage or vandalism is to be dealt with in a timely manner. The cost of repairs will be borne by TDC.

6. Council Discretion

- 6.1 for the sake of clarity the parties acknowledge that all decisions regarding maintenance or repair referred to in clauses 4 & 5 shall be at the discretion of TDC.

7. DISPUTE RESOLUTION

- 7.1 If either party has any dispute howsoever in connection with this agreement it will promptly:
- a. give full written particulars of the dispute to the other party; and
 - b. thereafter communicate (and if practicable meet) with the other party in good faith to try and resolve the dispute.
- 7.2 If the dispute is not resolved within 5 working days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
- 7.3 The parties must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings. The mediation procedure is:
- c. the parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee;
 - d. the parties must co-operate with the mediator in an effort to resolve the dispute;
 - e. if the dispute is settled, the parties must sign a copy of the terms of the settlement;
 - f. if the dispute is not resolved within 20 working days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease;
 - g. the terms of settlement are binding on the parties and override the terms of this agreement if there is any conflict;
 - h. the terms of settlement may be tendered in evidence in any subsequent mediation or legal proceedings;
 - i. the parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during

the mediation period, are not admissible by the recipient in any arbitration or legal proceedings.

8. General

8.1 No party gives any representation or warranty with respect to any information other than that it has the right to disclose such information.

8.2 This MOU shall terminate only with the agreement of both parties.

8.3 This MOU is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

8.4 This MOU may be signed in counterparts, including by facsimile or email, all of which when read together shall constitute one and the same document.

8.5 The date of this MOU shall be the date that the last person signed.

Signed by Taupō District Council

Signed by Mangakino Community Led
Development Leadership Group
representative

Signature

Signature

Name of authorised signatory

Date

MEMORANDUM OF UNDERSTANDING (MOU)

Between

MANGAKINO CENTRAL CHARITABLE TRUST (MCCT)

and

MANGAKINO COMMUNITY-LED DEVELOPMENT (MCLD)**AND****TAUPO DISTRICT COUNCIL (TDC)**

This Memorandum of Understanding (MOU) sets the terms and understanding between Mangakino Community-Led Development (MCLD), Mangakino Central Charitable Trust (MCCT) and Taupō District Council (TDC).

1. BACKGROUND:

The Mangakino Community Led Development Project is a four year initiative supported by Department of Internal Affairs. The Project is exploring how the local community can work together more to achieve locally determined visions and aspirations. Over the four year a Leadership Group nominated by the local community has invited local input to identify local priorities, and worked together with various stakeholders and community members to create change and plan and implement projects to help achieve local aspirations.

One of the community priorities is the need to erect storage facilities for a range of community assets.

As the Mangakino Community Led Development Project is approaching the Project end date, it is important that long term Projects that have been initiated during this period, have continuance and are adopted or taken ownership, by an established community organisation.

Mangakino Central Charitable Trust has written to Mangakino Community Led Development Leadership Group, offering the Trust services as long term custodians for the Community Resource Facility. The Trust has also expressed their desire to see the Facility run successfully and to ensure the visions for the Facility to remain the case in the future.

MCLD is aware that MCCT has an existing relationship with several potential users of the Facility, has a Mission Statement that is aligned to the needs of the community, has a sound Governance & Management structure in place, has an understanding of community-led principles and has demonstrated ability to meet stated goals.

MCLD advises that one of the uses for the Facility is for the storage and operation of the community curtain bank.

In addition MCLD and TDC have a MOU regarding the ownership of assets that had been developed by MCLD during the project period being vested in Council at the conclusion of MCLD pilot. It is noted that the storage facility has been constructed on Council land and that TDC will be the owner of that facility under the terms of the MOU.

2. RESPONSIBILITIES**(a) MCCT RESPONSIBILITIES UNDER THIS MOU:**

MCCT shall undertake the following activities:

- Agree to the management of the Resource Facility once constructed.
- Use community led principles and practices in the management of the Facility. These include:

- Shared local visions or goals drive action and change, use existing strengths and assets, many people and groups working together, building diverse and collaborative local leadership and adaptable planning and action informed by outcomes
- Maintain the Facility and grounds
- Any profits after expenses are to be re-invested to improve the Facility or to support Community-led projects.

(b) MCLD RESPONSIBILITIES UNDER THIS MOU:

- MCLD will pay the insurance premium for the Facility until such time as ownership is vested in Council.
- MCLD will provide a completed building as per the agreed plan including appropriate building consents and codes of compliance, fencing and grounds in a tidy condition.

(c) TDC RESPONSIBILITIES UNDER THIS MOU:

- That should MCCT be no longer be able to carry out the responsibilities as outlined in this MOU, Taupo District Council can transfer the management to another community organisation under the same terms and conditions.
- Ensure that the Facility is managed using community led principles and practices.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

4. FUNDING:

This MOU does not include the reimbursement of funds between the parties.

5. DURATION:

This MOU shall become effective upon signature by parties.

Date
(Partner signature)
(Partner name, organisation, position)

Date
(Partner signature)
(Partner name, organization, position)

Date
(Partner signature)
(Partner name, organisation, position)

First adopted:	Date to be inserted
Next review date:	Date to be inserted
Document number:	A17263027
Sponsor/Group:	Group Manager: Finance & Strategy



Draft Freedom Camping Bylaw (date to be inserted)

Purpose and Scope

- The purpose of this Bylaw is to set the requirements and define the areas within Taupō District for freedom camping. The Bylaw outlines the areas where freedom camping is permitted, restricted or prohibited to ensure that:
 - the local authority areas are protected
 - the health and safety of people visiting the local authority areas are protected, and
 - access to the local authority areas is protected.
- The Bylaw is made under the authority of section 11 of the Freedom Camping Act 2011. In addition freedom camping is also regulated and controlled by other Acts, regulations, standards, rules, bylaws, Taupō District Plan, policies, and reserve management plans, which should be referred to in conjunction with this Bylaw.

Commencement

- The Bylaw will come into force throughout the district on (date to be inserted)

Definitions

- Any words, phrases or expressions used in this Bylaw which have meanings assigned to them by the Freedom Camping Act 2011, the Local Government Act 2002, the Reserves Act 1977, and the Land Transport Act 1998 will have the meanings as are respectively assigned in those Acts and corresponding supplementary legislation, unless inconsistent with the context in which such words occur.
- In this Bylaw, if not inconsistent with the context:

Act	The Freedom Camping Act 2011
Chief Executive	The chief executive of the Council and any person delegated to perform any duties of the chief executive
Camp or Camping	Temporary overnight lodging using: <ul style="list-style-type: none"> a tent or other temporary structure; a caravan; or a car, campervan, motorhome, house-truck or other vehicle for temporary accommodation.
Campground	The same meaning as the Act
Council	Taupō District Council
Enforcement officer	A person appointed under section 32 of the Act for the purposes of the Act
Freedom camp or camping	The same meaning as the Act
Local authority area	The same meaning as the Act

Reserve	The same meaning as the <i>Reserves Act 1977</i> and includes reserves under the control, maintenance and management of Council
Road	The same meaning as the <i>Land Transport Act 1998</i>
Self-contained vehicle	Is a vehicle designed and built for the purpose of camping which has the capability of meeting the ablutionary and sanitary needs of occupants of that vehicle for a minimum of three days without requiring any external services or discharging any waste and is certified that it complies with New Zealand Standard Self Containment of Motor Caravans and Caravans, NZS 5465:2001 (NZS 5462:2001). This is as evidenced by the display of a current self-containment warrant issued under NZS 5465:2001.
Vehicle	The same meaning as the <i>Land Transport Act 1998</i>

Permitted Freedom Camping Areas

6. **Freedom camping** is permitted within the **local authority area** unless it is restricted or prohibited in an area in accordance with:
- this Bylaw; or
 - any other act.

Restricted Freedom Camping Areas

- A person may **freedom camp** in the areas identified in Schedule 1: Open Freedom Camping Areas. Length of stay is outlined in the corresponding reserve management plans.
- A person may **freedom camp** in a **self-contained vehicle** in any area identified in Schedule 2: Areas designated for self-contained vehicle camping only, in accordance with the Schedule Two restrictions.
- A person may **freedom camp** for a maximum of two nights/three days, unless different restrictions are outlined in the relevant schedule or length of stay is determined within the relevant reserve management plan.

Prohibited Freedom Camping Areas

- A person must not **freedom camp** in any part of the **local authority area** unless allowed for in this Bylaw (refer to Schedules 1 and 2 for details of sites).
- A person must not freedom camp on any **reserve**, unless in a place set aside for camping by **Council** or the relevant reserve management plan.

Exemptions/Defences

- The Bylaw does not include the following activities:
 - temporary and short-term parking of motor vehicles;
 - day trip recreational activities; and
 - parking on the roadside to avoid driver fatigue.
- A person is not in breach of this Bylaw if that person proves the act was conducted reasonably to:
 - save or protect life and health;
 - prevent injury;
 - prevent serious damage to property; or
 - avoid actual or likely damage to the environment.
- Any person may apply in writing to the **Chief Executive** for permission for any freedom camping that would be in breach of any prohibition or restriction under this Bylaw.
- Fees may be prescribed for processing these permissions. This fee may be refunded, remitted, or waived at the **Chief Executive's** discretion.

Offences/Penalties/Powers

16. A person commits an offence under this Bylaw, or section 20(1) of the **Act**, if that person is **freedom camping**, or makes preparations to **freedom camp**, contrary to the prohibitions and restrictions of this Bylaw.

Penalties

17. A person who commits an infringement offence is liable to the following fee:
- the amount prescribed by regulations made under section 43 of the **Act** as the infringement fee for the offence; or
 - \$200, if no fee is prescribed.

Powers

18. Any person in breach of this Bylaw may be asked to leave the **local authority area** or conservation land where an **enforcement officer** believes on reasonable grounds that the person has:
- acted in a manner likely to endanger the health and safety of other people;
 - damaged or likely to cause damage to the site; or
 - breached any of the conditions outlined for **freedom camping**.

Any person given direction to leave the site may have their right to **freedom camp** revoked.

19. **Council** may, after the conviction of any person for a continuing offence against this Bylaw, apply to the court for an injunction to restrain the further continuance of the offence.
20. **Council** may seize or impound, or cause to seize or impound, any **vehicle**, boat, or any other property, in accordance with sections 37 and 38 of the **Act**, on any **local authority area** or conservation land, in breach of this Bylaw, and/or recover all charges in connection with the seizure or impoundment, of any **vehicle**, boat, or any other property.
21. Any person who's **vehicle**, boat, or other property, is seized or impounded may request their return in accordance with section 39 of the **Act**.
22. **Council** may dispose of any **vehicle**, boat or other property, not returned 6 months after being seized, if reasonable efforts have been made to identify the owner, not less than 14 days after public notice of **Council's** intention to do so.
23. **Council** may require any permitted or restricted areas for **freedom camping** to be closed because of events occurring in an area. Notice of **Council's** intention to close an area will be made publically.

Public Availability

24. This Bylaw, and any supporting documentation, is available for public inspection.

THIS BYLAW WAS MADE BY RESOLUTION (date to be inserted) OF COUNCIL AT AN ORDINARY MEETING OF THE TAUPŌ DISTRICT COUNCIL HELD ON (date to be inserted).

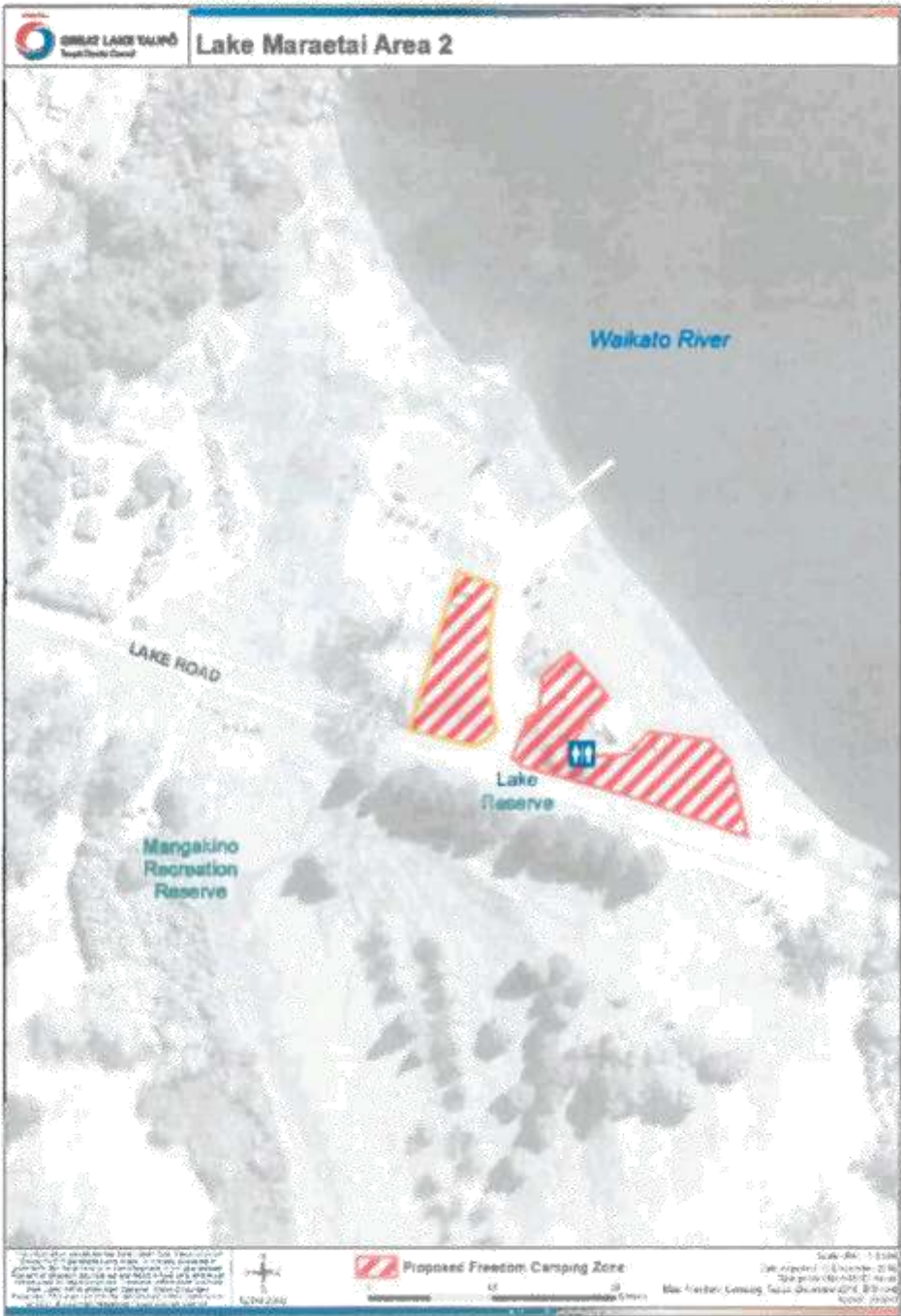
The Common Seal of Taupo District Council
was hereto affixed in the presence of:

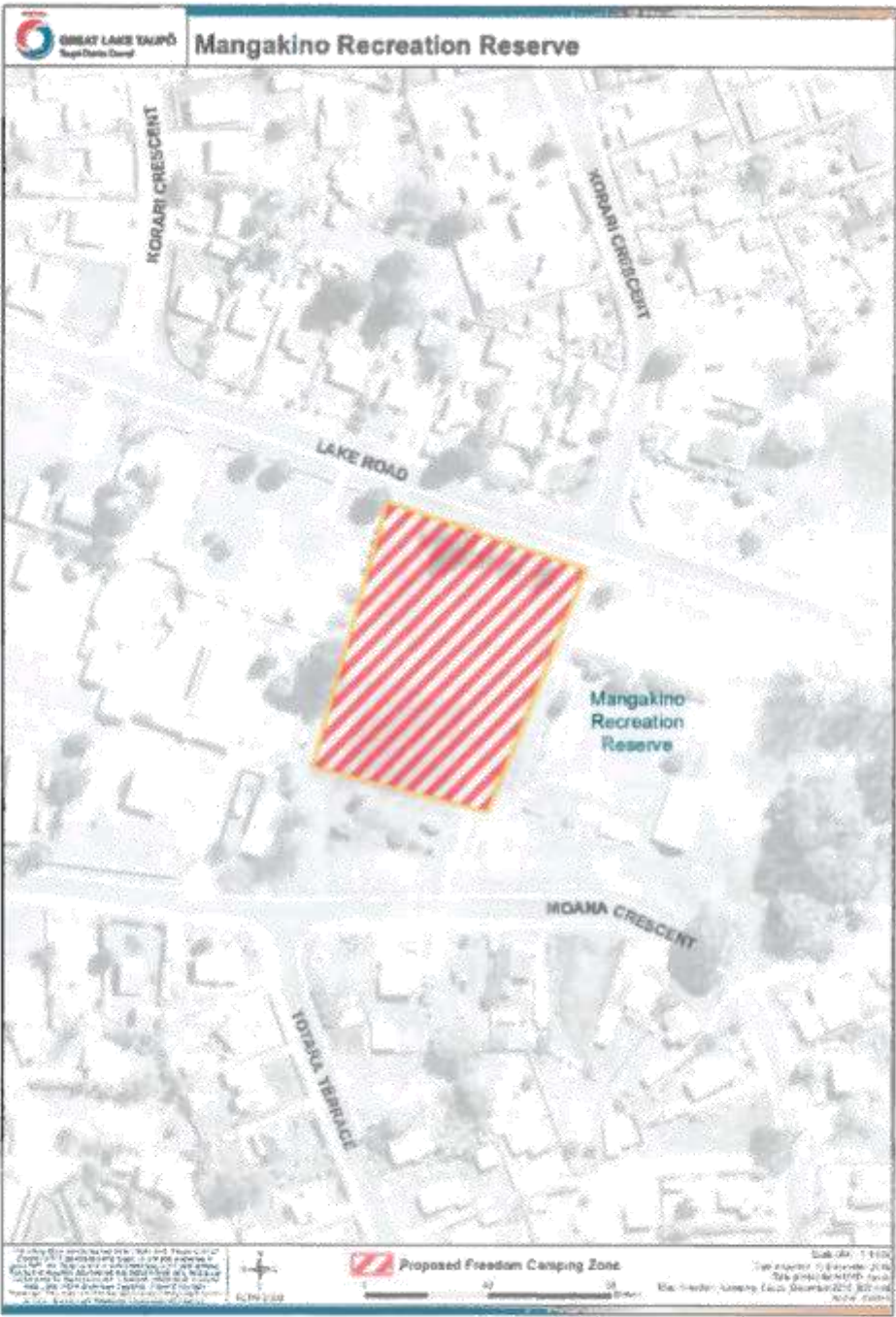
Mayor

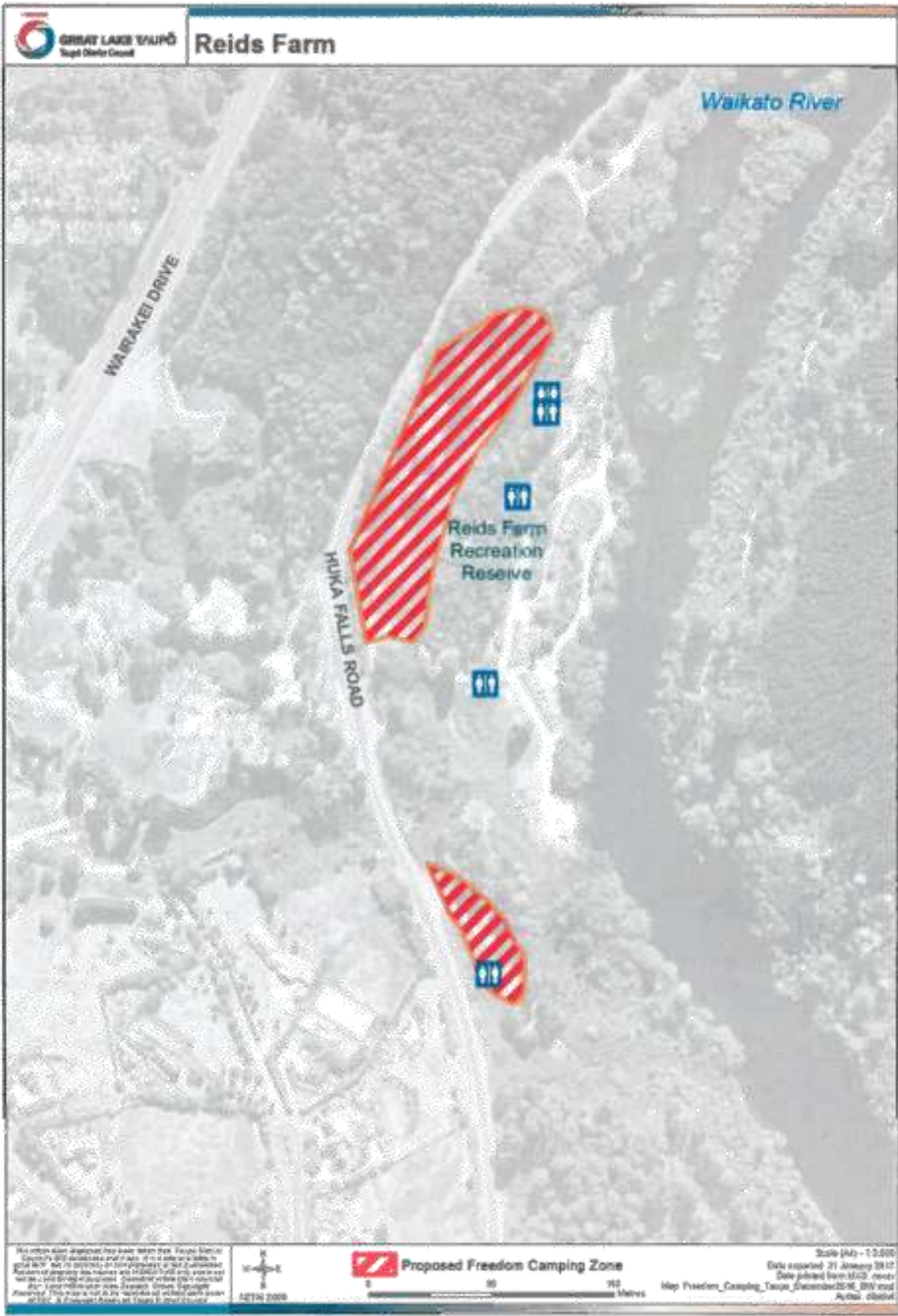
Chief Executive

DRAFT

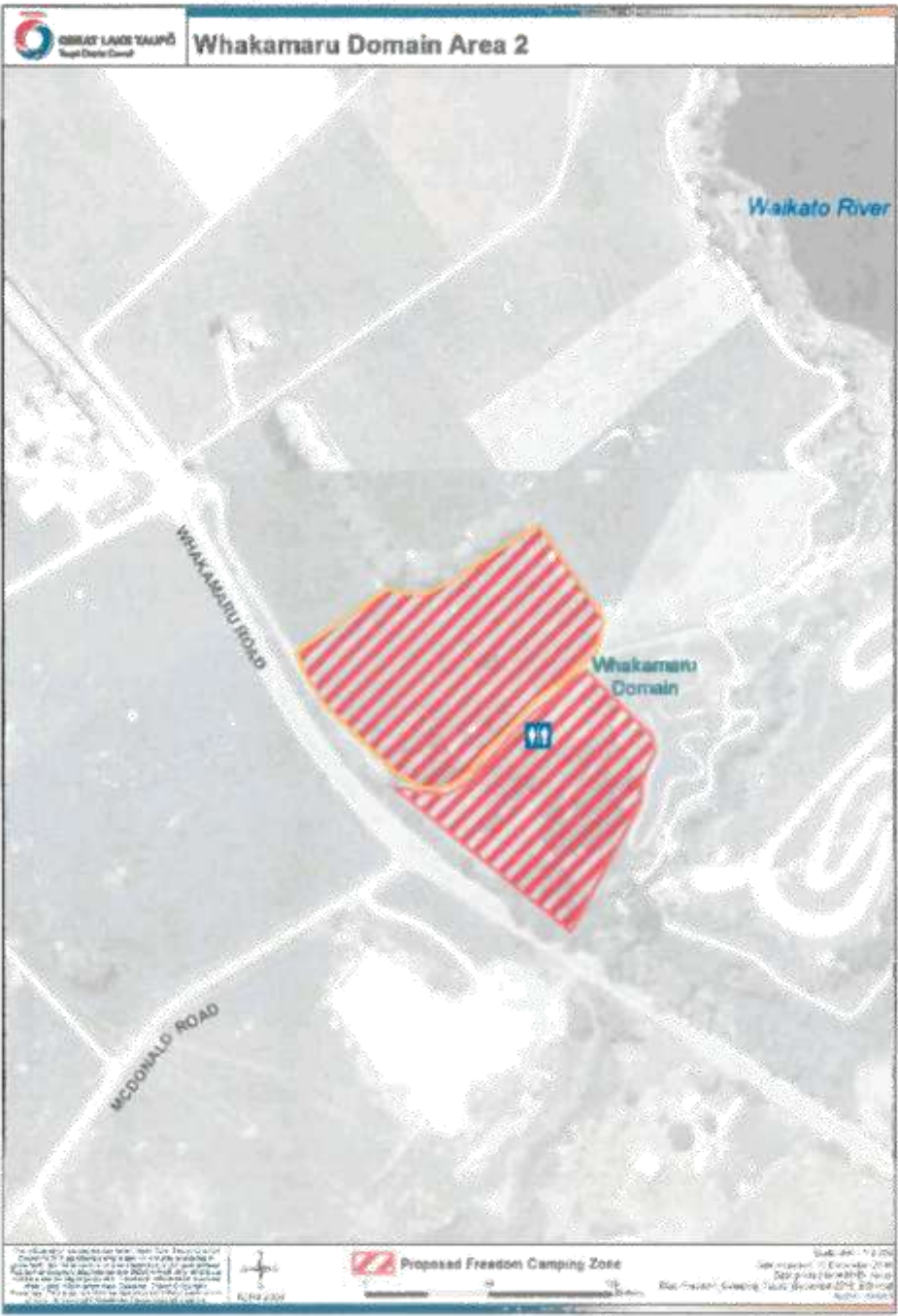
Schedule 1: Areas designated for all camping

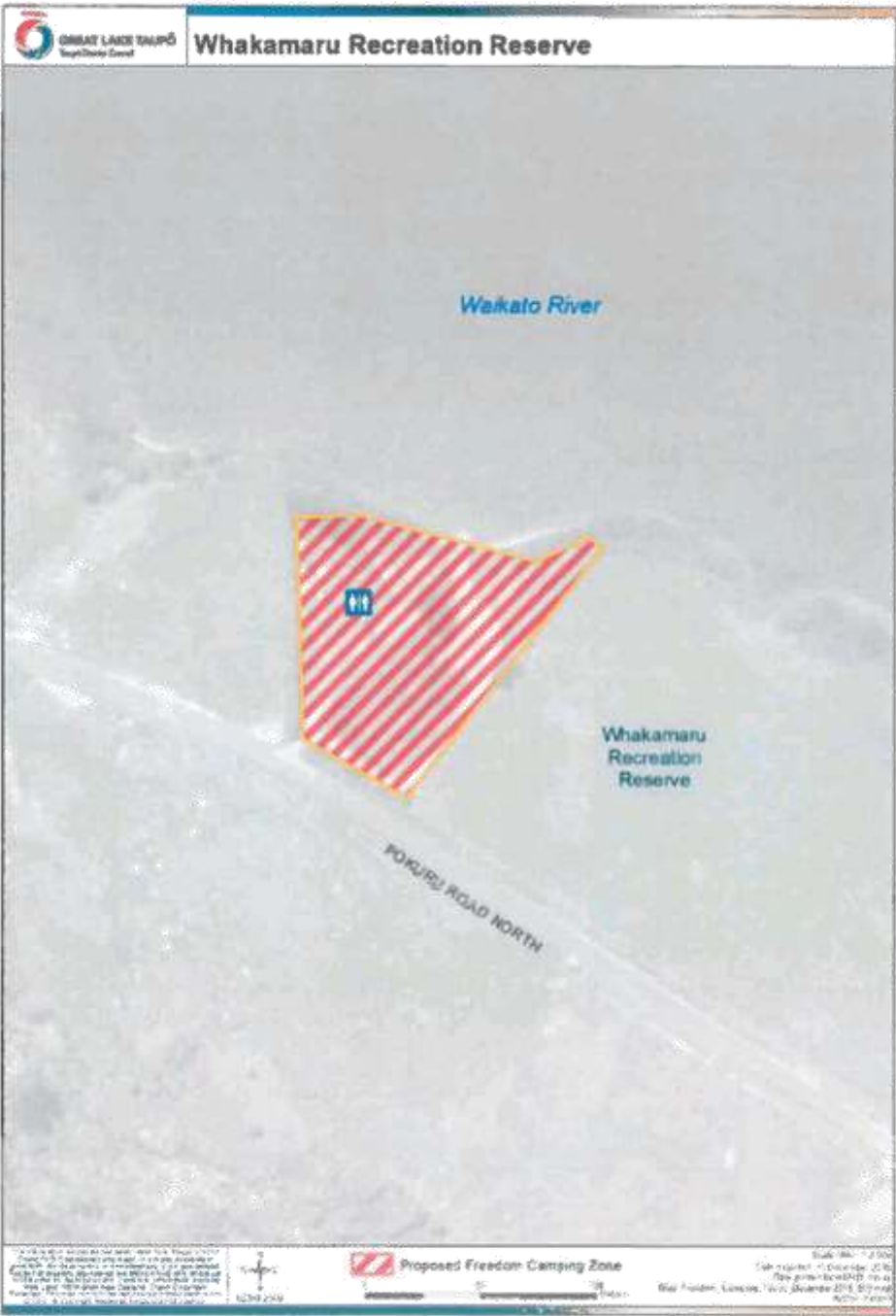




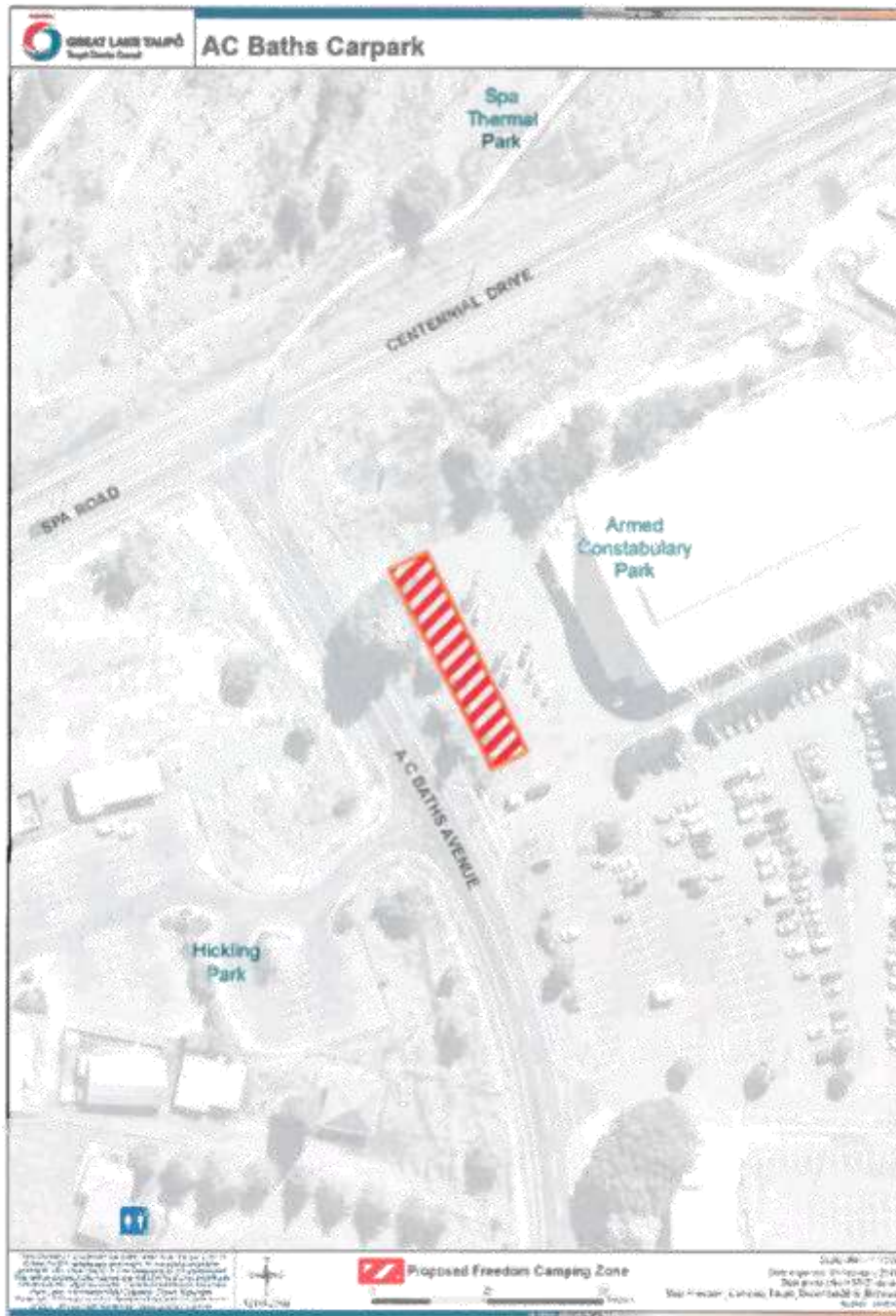






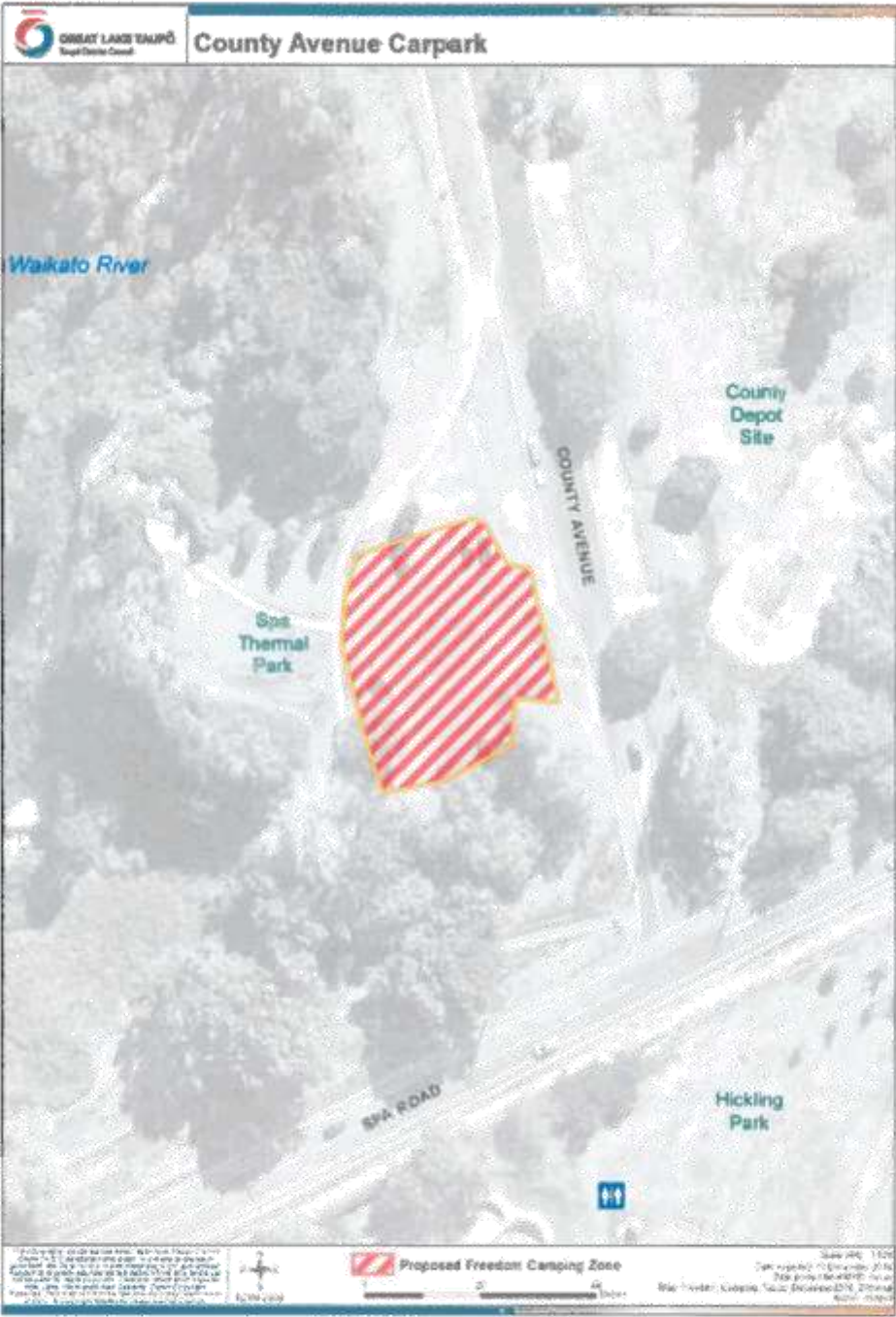


Schedule 2: Areas designated for self-contained camping only

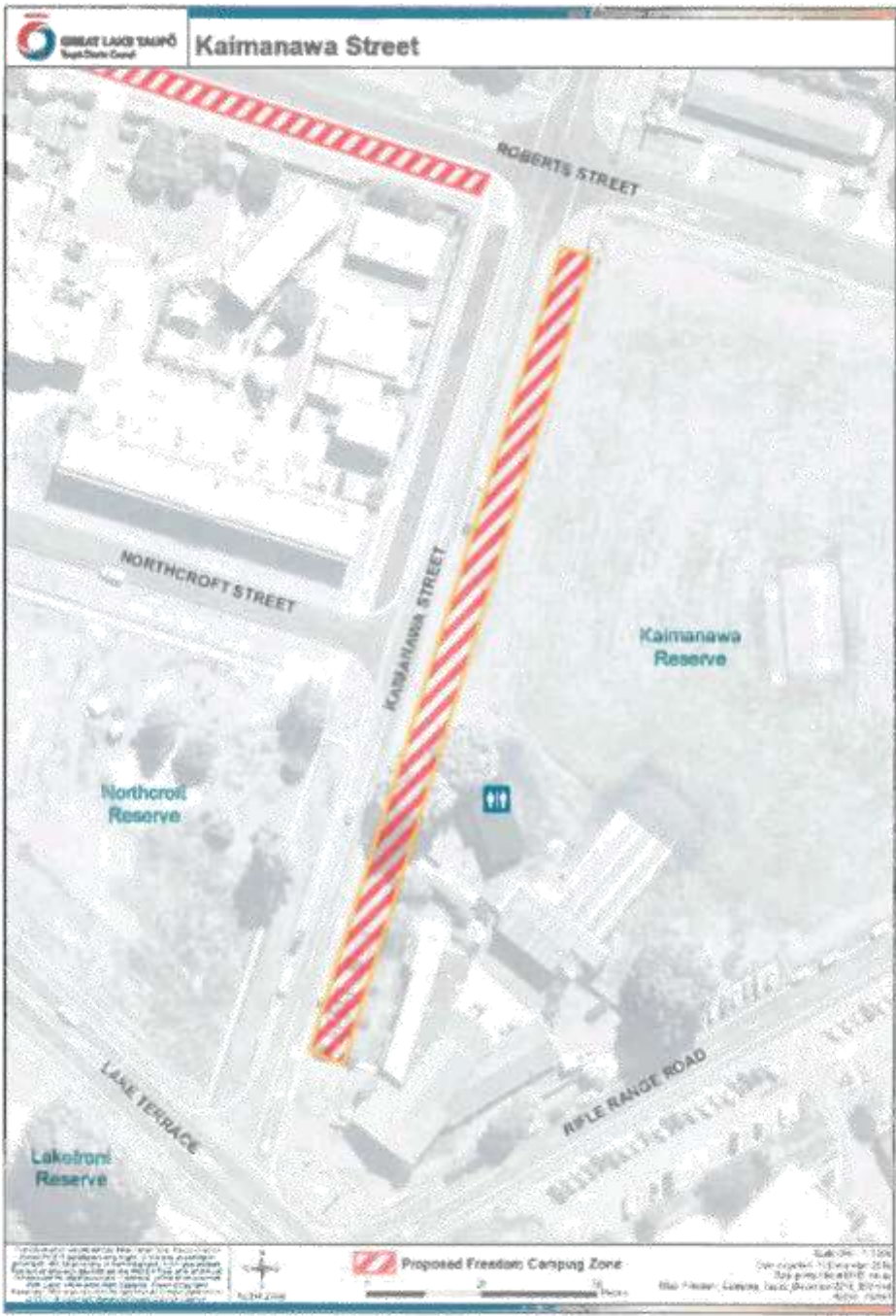


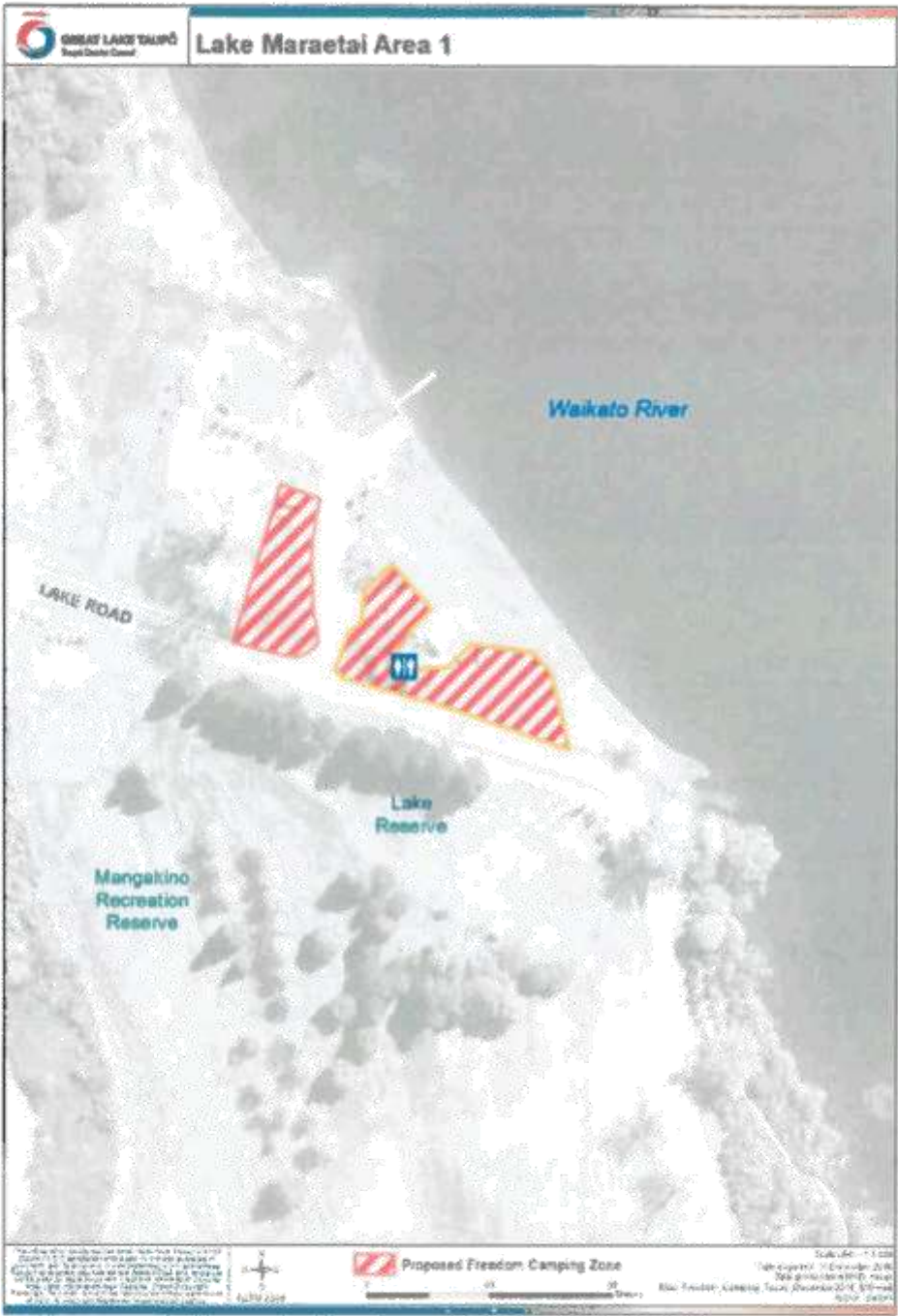
Overnight only, between the hours of 7:00pm and 7:00am.



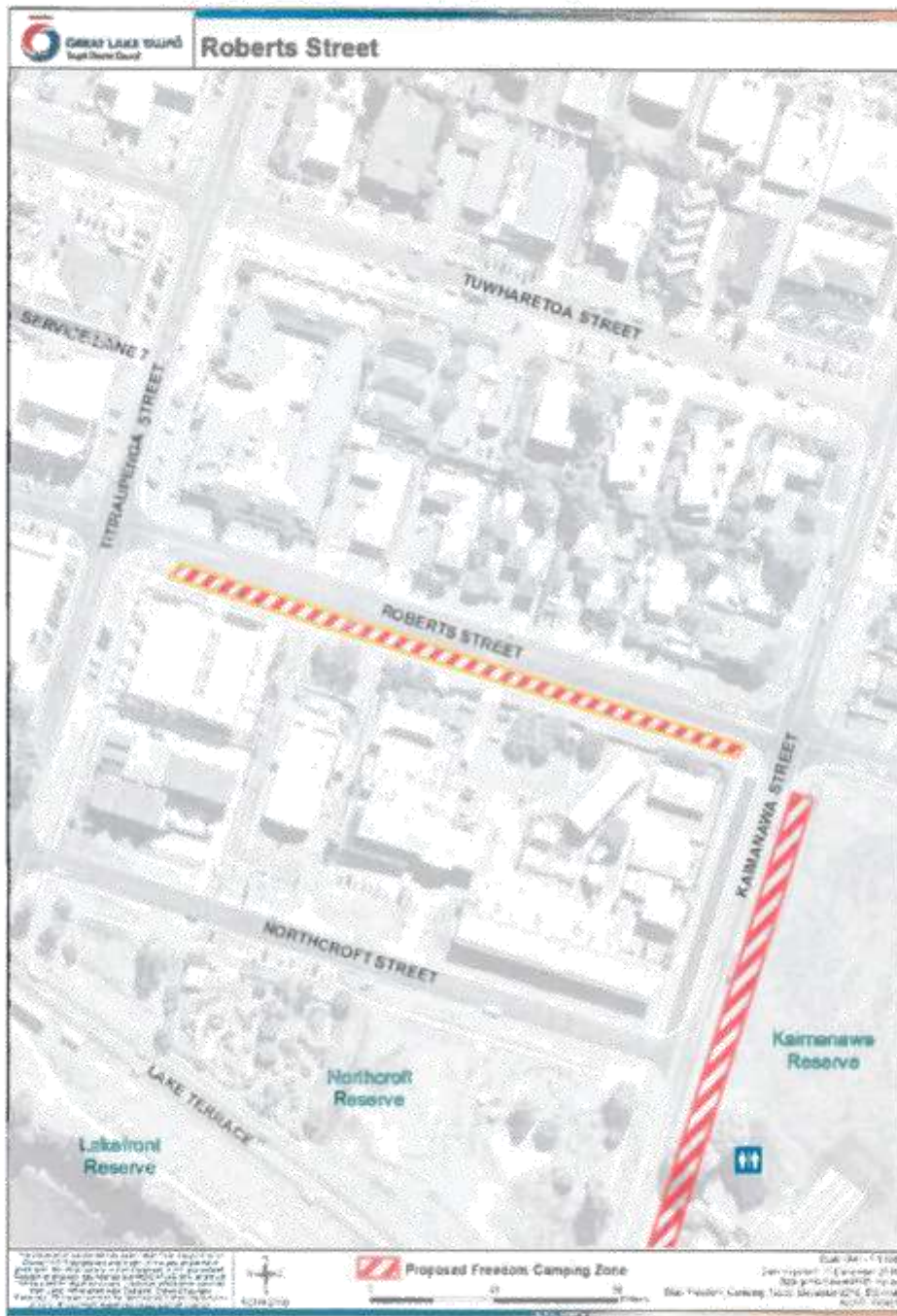


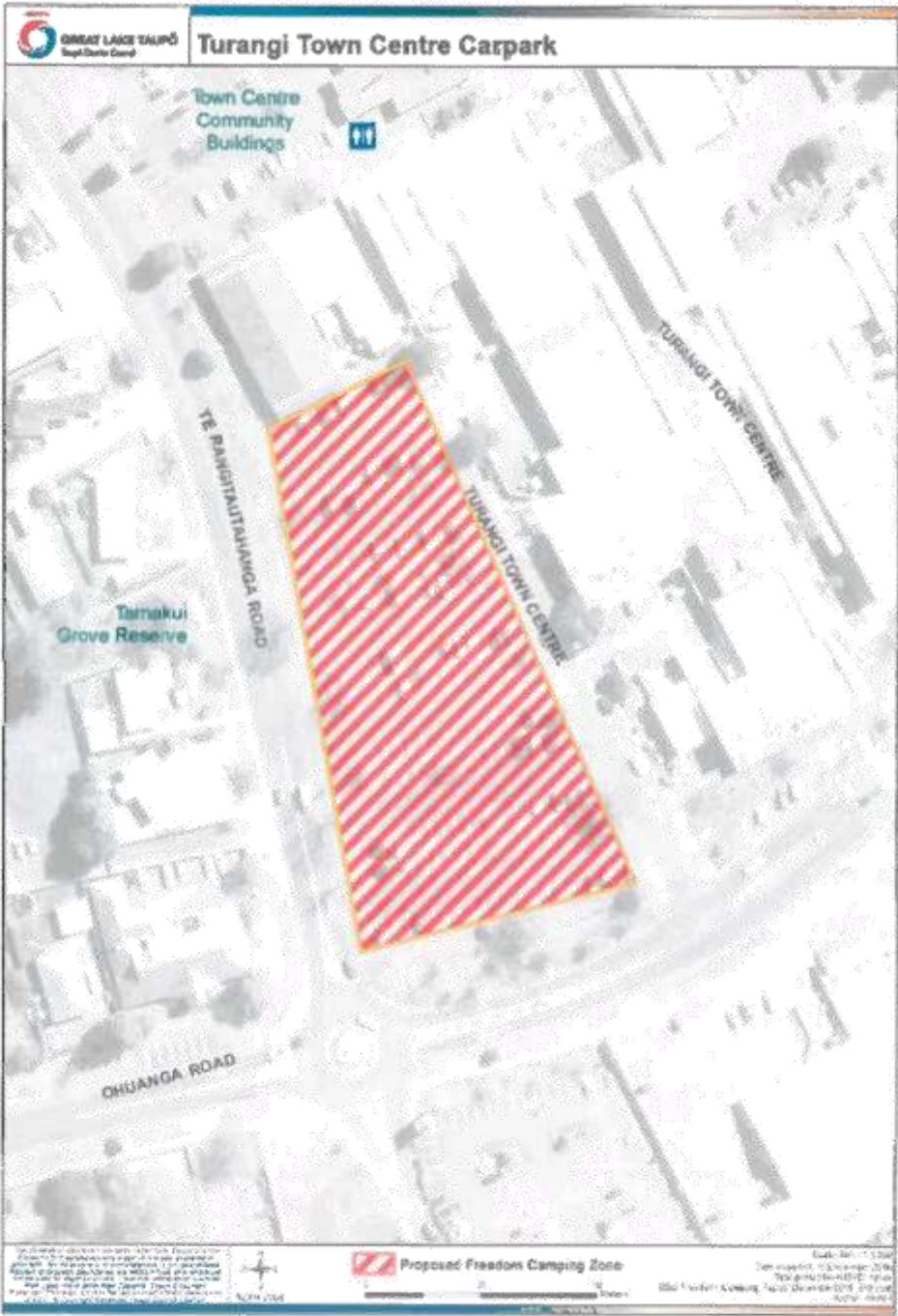




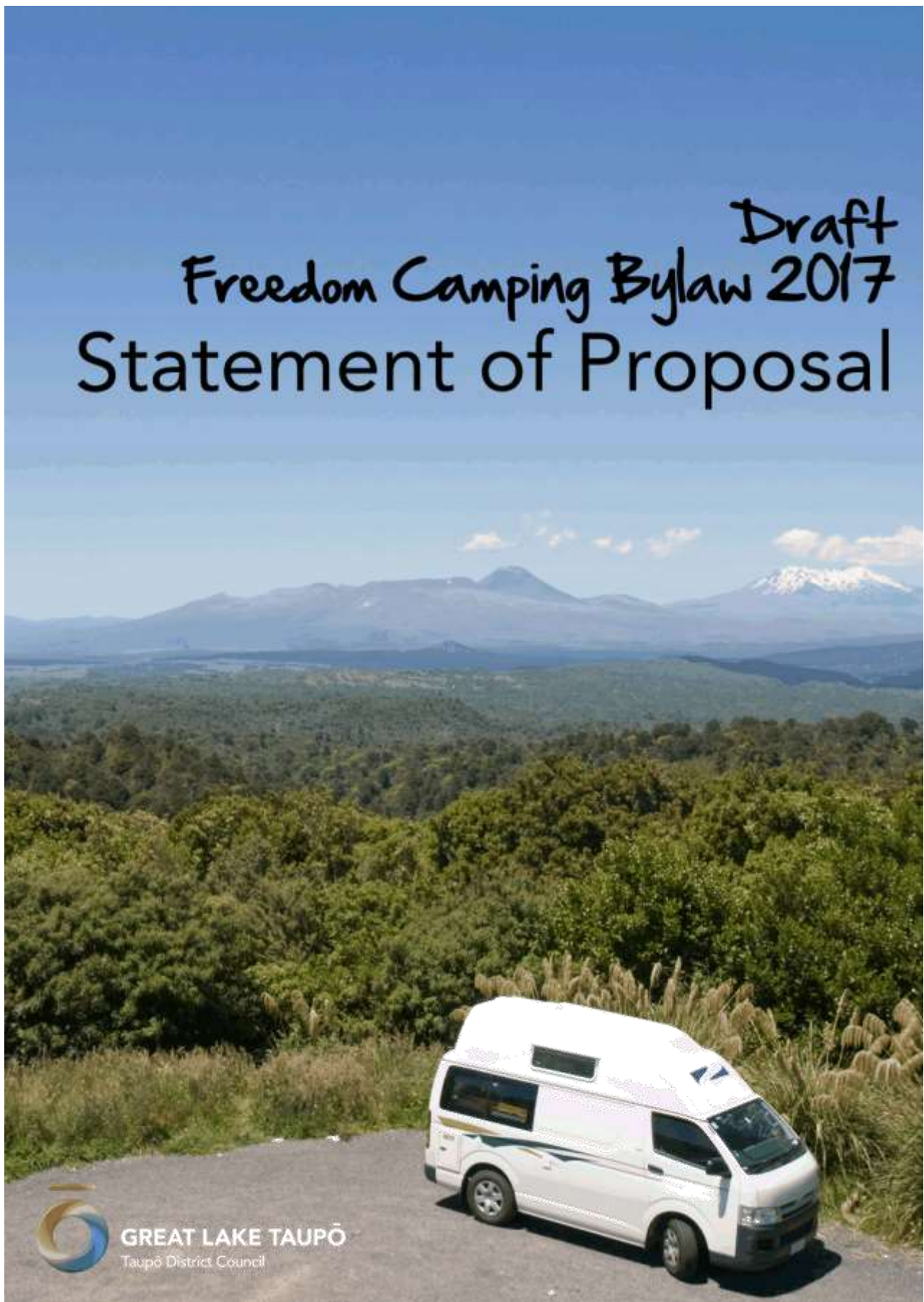








Draft Freedom Camping Bylaw 2017 Statement of Proposal



GREAT LAKE TAUPŌ
Taupō District Council

Have your say on our draft Freedom Camping Bylaw

Taupō District Council is working towards creating a Freedom Camping Bylaw to manage freedom camping in certain areas of the Taupō District. But before the bylaw has been finalised, we'd like to know your views.

This document outlines the purpose of our draft bylaw on freedom camping and contains further information including pros and cons on potential freedom camping sites around the district.

How to have your say

The easiest way to share your thoughts on the draft bylaw is to head online to our website at taupo.govt.nz/consultation. There are other ways you can send in your views, including:

By email:

freedomcamping@taupo.govt.nz

In person at our offices:

Taupo office, 72 Lake Terrace, Taupō.

Turangi office, Town Centre, Turangi.

Mangakino office, Civic Centre, Rangatira Drive, Mangakino.

By phone:

07 376 0899 or 0800 ASK TDC (0800 275 832)

By post:

Taupō District Council, Private Bag 2005, Taupō 3352.

Make sure your submission is with our team by 5pm on Tuesday, 18 April 2017.

All submissions will be considered. If you'd like to present your submission in person, you will be invited to a hearing to be held in May 2017. All submissions are made public and will be heard in a meeting which is open to the general public.

Caravan roadtrip

Look out for us around the district in our caravan! We'll be camped up in a few spots over the coming weeks where you can ask us more about freedom camping and how to have your say. Here's where we'll be and when, so make sure you come and say hello!

Date	Time	Location	Venue
23 March	4.30pm – 6pm	Kinloch	Lakefront near the Topsy Trout
27 March	3.30pm – 4.30pm	Turangi	Turangi Mall
	5pm – 6pm	Omorī	Omorī Store
	5pm – 7pm	Turangi	Tongariro Trout Centre
30 March	4pm – 5.30pm	Mangakino	Service Centre
8 April	9am – 1pm	Taupo	Taupo Market

Freedom Camping Bylaw Statement of Proposal | Page 2



Freedom camping in the Taupo District

Freedom camping has become a popular option for visitors around New Zealand and offers an affordable holiday for domestic and international travellers.

In the Taupō District there has been a noticeable increase in the presence of freedom campers in recent years. This has raised concerns about whether there is an appropriate management regime in place. Freedom camping has also received negative attention in national media following an increase in complaints.

The Ministry of Business, Innovation and Employment has forecast visitor numbers will continue to grow by an estimated 5.4 per cent to 4.5 million in 2022. Because of this, we would expect freedom camping numbers to also increase at a similar rate.

There are a number of issues associated with the increase in numbers, including:

- pressure on places where freedom camping is allowed, and the likelihood that those places are unlikely to cope with future increases
- an ever-increasing number of complaints.

To date we have relied on other bylaws and legislation to regulate freedom camping on council-controlled land. However, recently these tools have not fully been meeting council's requirements to adequately manage the issues associated with freedom camping.

Freedom camping is a complex issue and council has invited feedback from the community through a number of consultation opportunities ahead of drafting a freedom camping bylaw.

Freedom Camping Working Group

A freedom camping working group was established by council to discuss and consider the issues and potential solutions associated with freedom camping. This group was made up of councillors and council staff as well as representatives from Destination Great Lake Taupō, central government agencies, Police, interested parties and the wider community.

The freedom camping working group considered the responses of the initial pre-engagement consultation and agreed that freedom camping needs to be fair to locals, and off the Lake Taupō lakefront to ensure access is maintained. They also noted keeping freedom campers closer to town centres ensures that they have a good visitor experience and have access to local shops and restaurants.

The Reserves Act

The Reserves Act 1977 prohibits the use of reserves for accommodation purposes. This means camping isn't allowed on reserves, and you can't use a building, vehicle, boat, caravan, or other structure for personal accommodation.

Our officers can ask anyone found camping or staying on a reserve to move on. Further enforcement involves prosecution through the courts, which isn't ideal.

However, we are able, through reserve management plans, to identify areas within reserves where camping is permitted under certain conditions.

There are currently four reserves within the district where camping is allowed. These are Reid's Farm Recreation Reserve, Mangakino Recreation Reserve, Whakamaru Domain and Whakamaru Recreation Reserve. There is also off-street parking on Ferry Road in Taupō for the purpose of overnight stays, which is currently restricted to the use of self-contained vehicles and a maximum of two nights.



The Freedom Camping Act

The intent of the Freedom Camping Act 2011 (the Act) is to enable freedom camping on any land controlled or managed by council. The Act also allows local authorities to develop a freedom camping bylaw in order to address any issues.

It's important to remember that a freedom camping bylaw cannot ban freedom camping from a district or negate the purpose of the Act, but it can control where freedom camping takes place. A bylaw helps to ensure freedom camping takes place in areas that are suitable for this kind of temporary accommodation.

In order to develop a freedom camping bylaw, we need to be satisfied that a bylaw is necessary for one or more of the following purposes:

- to protect an area;
- to protect the health and safety of people who may visit the area; and
- to protect access to an area.

We are satisfied the proposed freedom camping bylaw is the most appropriate and proportionate way to address the issues associated with freedom camping and is likely to encourage improved behaviour by campers. It is also the most appropriate means to address the identified access issues to the lakefront by outlining the areas where freedom camping can take place.

Enforcement

The Act allows an enforcement or compliance officer to ask anyone who is committing an offence, or has committed an offence, to leave the area.

A freedom camping bylaw has the added advantage of having a related infringement regime so that when the bylaw is breached officers can issue infringement notices (\$200) to campers. This enables timely and cost-effective enforcement action to take place.

The Act also identifies a number of basic offences enabling councils to take enforcement action relating to:

- breaching any prohibitions or restrictions in a freedom camping bylaw, or makes preparations to freedom camp in breach of the freedom camping bylaw;
- interfering with or damaging any area, its flora or fauna, or any structure in the area;
- depositing waste in or on any area (other than into an appropriate waste receptacle), or depositing waste, generated while freedom camping, in an area other than into an appropriate waste receptacle; or
- failing or refusing to leave a local authority area when required to do so by an enforcement officer.

Reid's Farm

Reid's Farm is a popular open space recreation reserve located in an ecological corridor on the Waikato River north of Taupō.

The reserve, which is accessed from Huka Falls Road or from the river, has been a popular location for picnicking, sightseeing, kayaking and camping for many years.

Recently there has been growing concern in the community about an increase in anti-social behaviour at Reid's Farm. The reserve's location, combined with the behaviour of people camping at the reserve, particularly over the Christmas and New Year period, has resulted in increased abuse of the reserve and some conflicts between campers and those who visit the reserve during the day.

We are currently undertaking a review of the existing Reid's Farm Reserve Management Plan in conjunction with the proposed freedom camping bylaw development.

You can find more information on the review at taupo.govt.nz/reidsfarm.



Pre-engagement consultation

A pre-engagement survey was undertaken between 20 June and 1 July 2016 and 196 responses were received. About two-thirds of the responders recognised the contribution freedom campers make to the district. There was also overwhelming feedback that freedom campers should be close to town and away from residential areas.

Many of the responses showed respondents had issues with freedom camping being close to the lakefront, and with littering. An overwhelming response was to maintain the lakefront access for locals.

Facebook responses generally took an alternative view believing that freedom camping had a negative affect on the district, again showing the complexity of the issue.

Many of the responses and complaints are specifically related to the non-self contained vehicles, such as Wicked and Jucy vans, that are seen as not using the relevant facilities, including toilets.

Further pre-engagement with the Mangakino community generally highlighted that they are happy with freedom campers being close to their lakefront. This ensures that they are close to facilities such as public toilets.

An additional pre-consultation survey was undertaken between 14 November and 25 November 2016. It sought to test the proposed sites with the community, which are the sites now included in the proposed bylaw.

Local Government Act bylaws

The Local Government Act 2002 allows local authorities to protect the public generally from nuisance with bylaws.

We currently have bylaws relating to litter, traffic, reserves and public places. These bylaws can be used to address some of the effects related to freedom camping such as littering or where vehicles park and for how long.

However, breaches of these bylaws can only be addressed through a prosecution in a district court and raises practical issues around the costs and timing of enforcement.

New Zealand Bill of Rights Act

The right to camp on public land is not considered a 'right' under the New Zealand Bill of Rights Act 1990.

However, the limitations proposed by the freedom camping bylaw only seek to impose justifiable and reasonable limits on people to ensure the safety of the community and

minimise any incidences of public disturbance.

The freedom camping bylaw also seeks to protect access to areas within the district and is therefore not inconsistent with the New Zealand Bill of Rights Act.

What is a certified self-contained vehicle?



Certified self-contained vehicles are designed and built for the purpose of camping.

They have ablution and sanitation facilities that can be used for a minimum of three days without requiring any external services or discharging any waste.

To be self-contained they must comply with New Zealand Standard Self Containment of Motor Caravans and Caravans and must display a current self-containment warrant – a blue sticker with a campervan on it.

What does the draft freedom camping bylaw change?

Council recognises the issues associated with freedom camping need to be managed and responsible freedom camping needs to be promoted. We also need an easy and effective enforcement regime to manage any effects that come from freedom camping.

Council has recently been considering various areas around the district that could cater to increasing numbers of freedom campers. Sufficient areas need to be considered to ensure freedom campers continue to have a good visitor experience within our district. Not enough camping areas can lead to undesirable outcomes from overcrowding which is often exacerbated at peak times such as Christmas and New Year. It can also lead to campers incurring infringements, moving to less desirable areas within the district or moving onto another district where they are more welcoming.

Camping is currently permitted at Reid's Farm Recreation Reserve, Mangakino Recreation Reserve, Whakamaru Domain and Whakamaru Recreation Reserve, and we are proposing these to be maintained. Further areas are proposed for all camping, including those outlined in the draft freedom camping bylaw.

Since 2011, off-street parking on Ferry Road in Taupō has been permitted for the purpose of over-night stays. We are proposing to remove this to maintain lakefront access for day users.

As part of the proposed bylaw we are proposing campers can stay at each site for a maximum of two nights/three days for certified self-contained vehicles, unless otherwise specified.

Freedom camping bylaw timelines

Requirements	Outcomes	Timing
Council meeting	Adopt draft freedom camping bylaw and statement of proposal for consultation.	7 February 2017
Formal consultation	Special Consultation Procedure (two months).	17 February to 18 April 2017
Hearings	Hearings	8 to 10 May 2017
Deliberations	Deliberations	6 June 2017
Council Meeting	Adopt potential freedom camping bylaw.	1 August 2017.

Contact us

We would love to hear from you on the various areas proposed.

The easiest way to share your thoughts on the draft bylaw is to head online to taupo.govt.nz/consultation.

If you have any questions, feel free to contact our team on 0800 ASK TDC or e-mail freedomcamping@taupo.govt.nz.

We would love to hear your views on freedom camping. Having your say is easy!

Areas proposed for all freedom camping

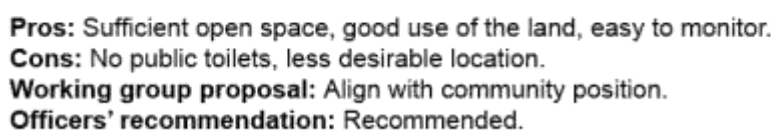


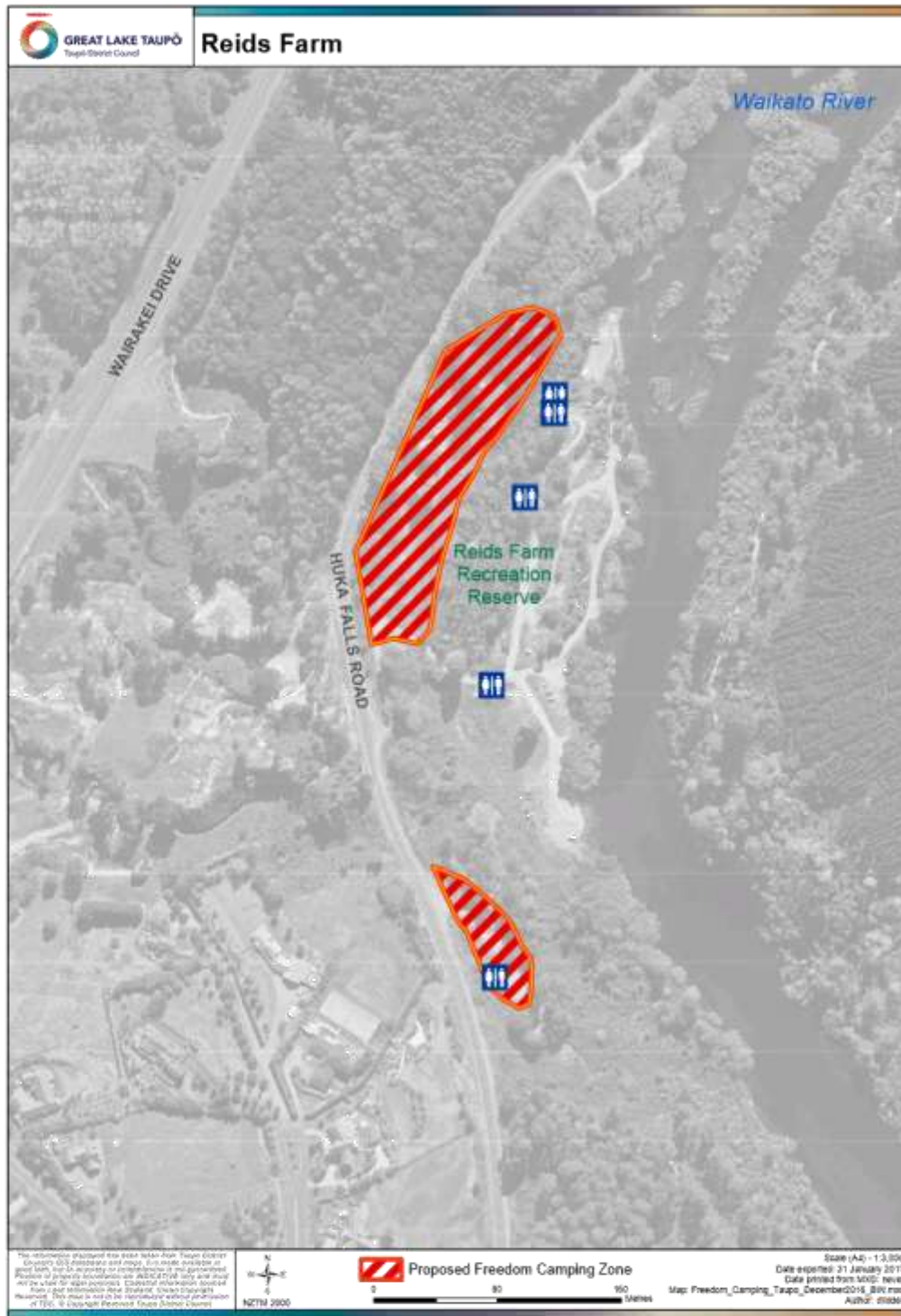
Pros: Already recognised, clearly defined camping area, location makes enforcement/monitoring easy, public toilets, Mangakino community happy for lakefront camping.

Cons: User conflict, environmental concerns.

Working group proposal: Aligns with community position.

Officers' recommendation: Recommended.



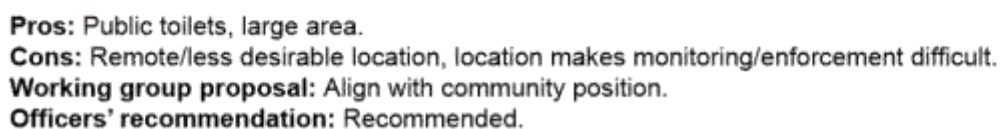


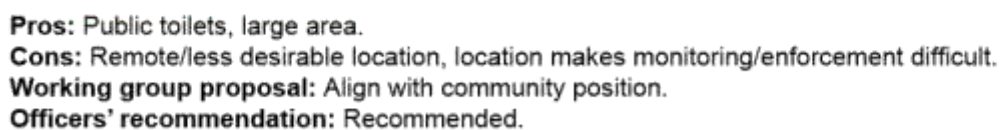
Pros: Multiple toilets, already recognised, away from the lakefront, clearly defined camping areas.

Cons: Unlimited access to all of the reserve, health and safety issues, location makes monitoring/enforcement difficult, erosion issues with river, damage from vehicles, conflict between users, river dangers, environmental concerns for river, security concerns.

Working group proposal: Align with the Reid's Farm RMP review.

Officers' recommendation: Recommended.







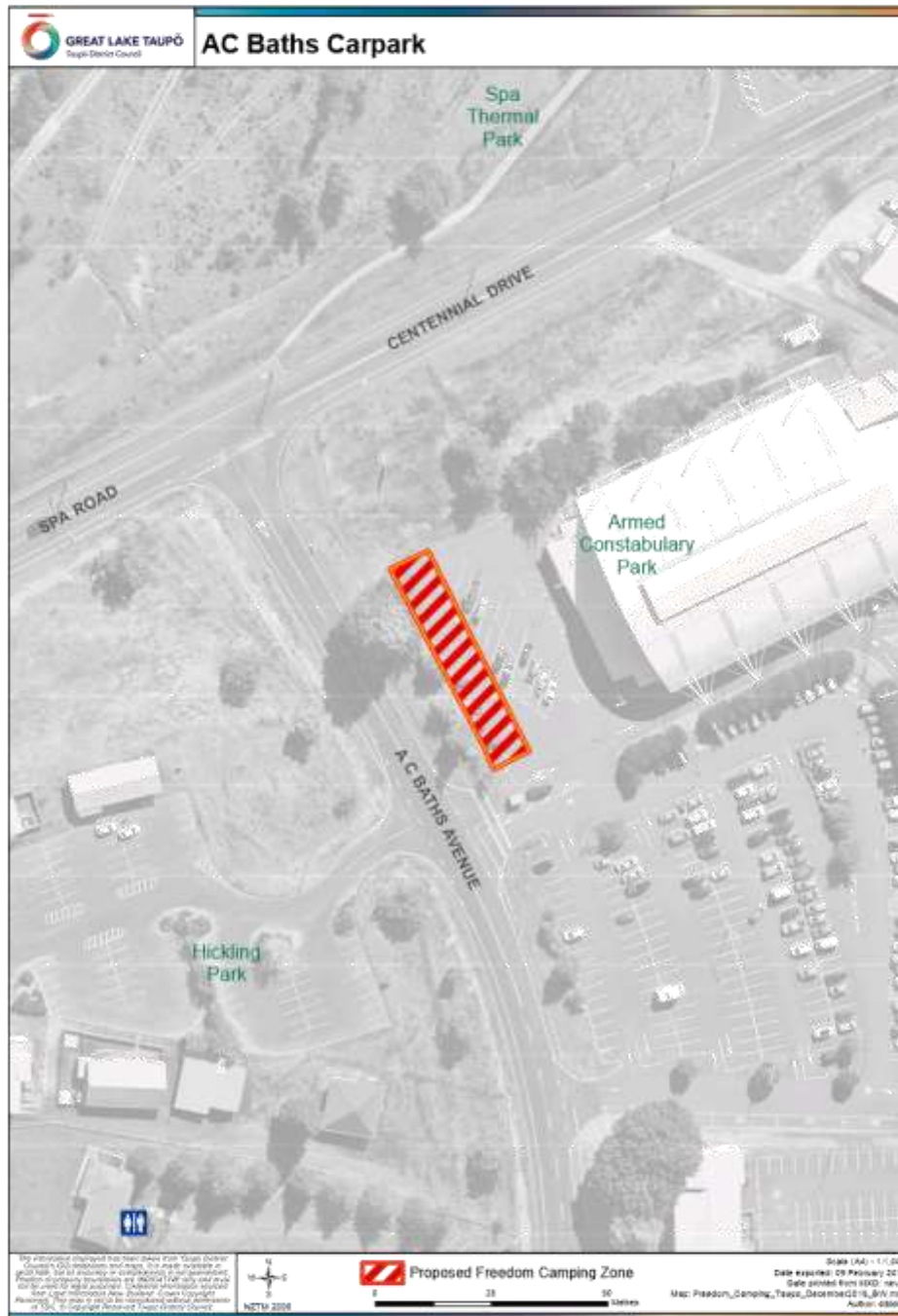
Pros: Public toilets, large area.

Cons: Remote/less desirable location, location makes monitoring/enforcement difficult. Needs to be closed over the Christmas and New Year period due to Ski Club members camping in this area.

Working group proposal: Align with community position.

Officers' recommendation: Recommended.

Areas proposed for certified self-contained camping only



Pros: Public toilets, large/open area, away from lakefront, easy to monitor/enforce.

Cons: User conflict, less desirable location, distance from CBD.

Working group proposal: Yes, potential overflow.

Officers' recommendation: Recommended with limited spaces and time restrictions, in at 7pm and out at 7am.

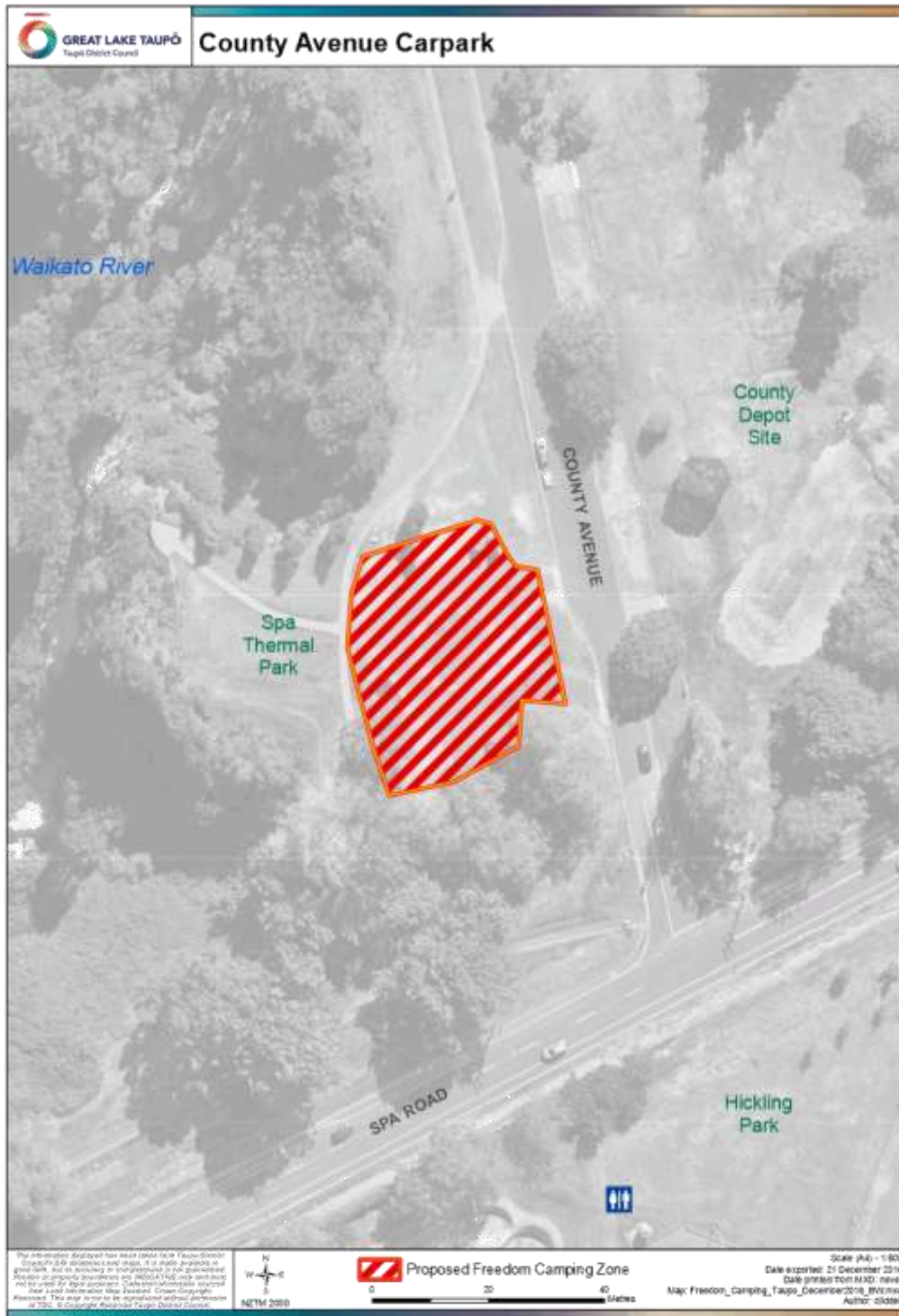


Pros: Close to Waikato river trail and SH1.

Cons: User conflict, infrastructure upgrade costs, environmental concerns.

Working group proposal: Align with community position.

Officers' recommendation: Recommended.

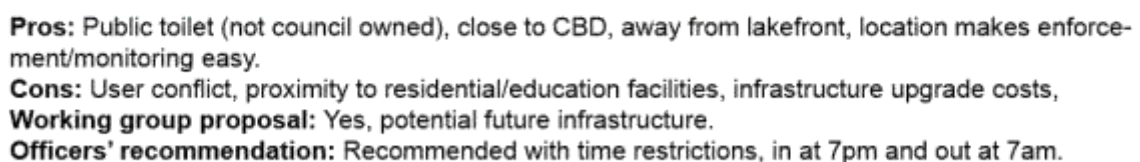


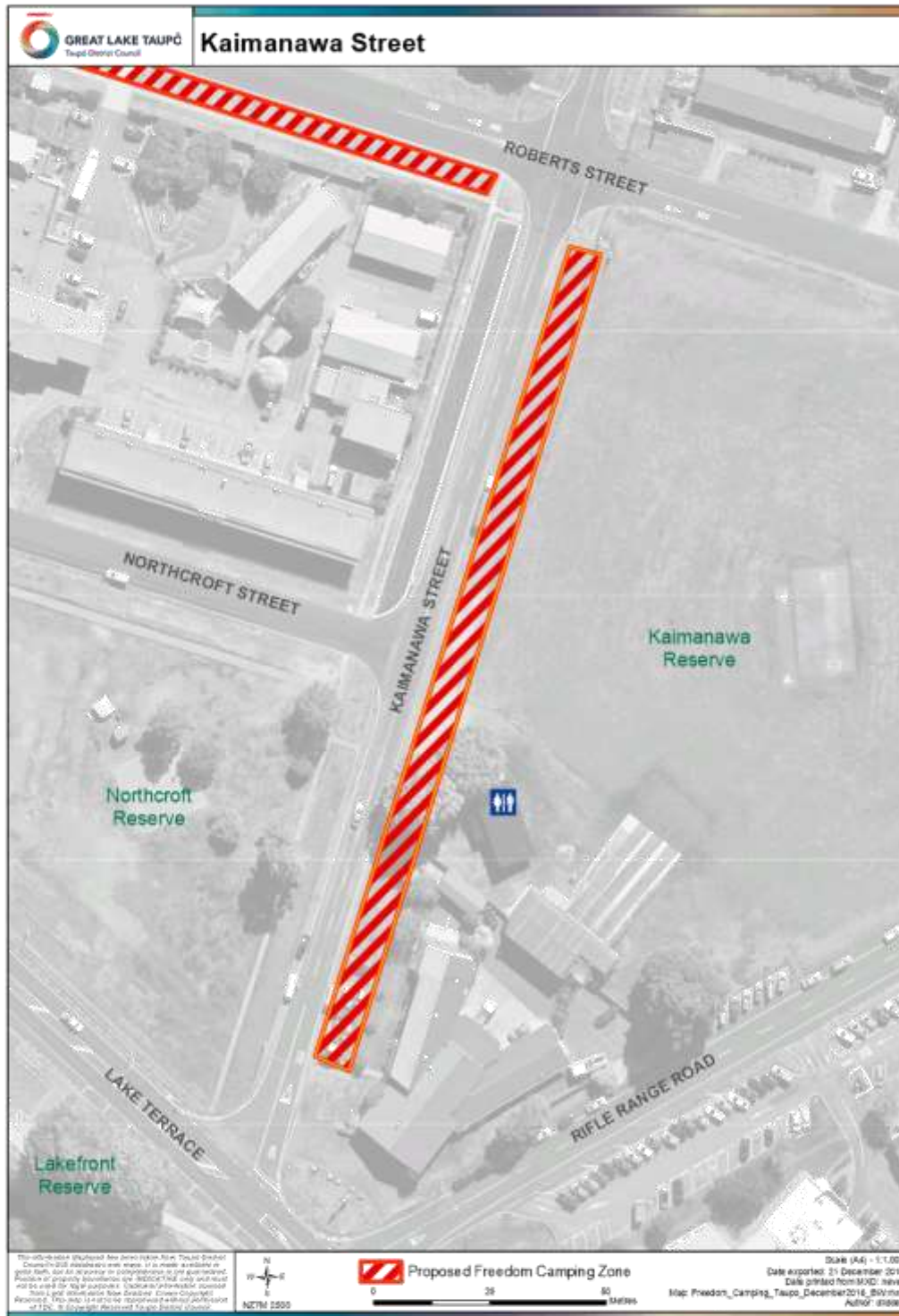
Pros: CCTV, large area, good access.

Cons: No public toilet, health and safety issues, police concerns with area, user conflict, distance from CBD.

Working group proposal: Yes, possibly improve for the future, security, potential for facilities in future, formed carpark.

Officers' recommendation: Recommended.





Pros: Public toilet, close to CBD, away from lakefront, location makes enforcement/monitoring easy.

Cons: User conflict, infrastructure upgrade costs.

Working group proposal: Yes, proactively work with the bus companies, possible future infrastructure.

Officers' recommendation: Recommended.



Pros: Already recognised, clearly defined camping area, location makes enforcement/monitoring easy, public toilets, Mangakino community happy to have camping on the lakefront.

Cons: User conflict, environmental concerns.

Working group proposal: Align with community position.

Officers' recommendation: Recommended.

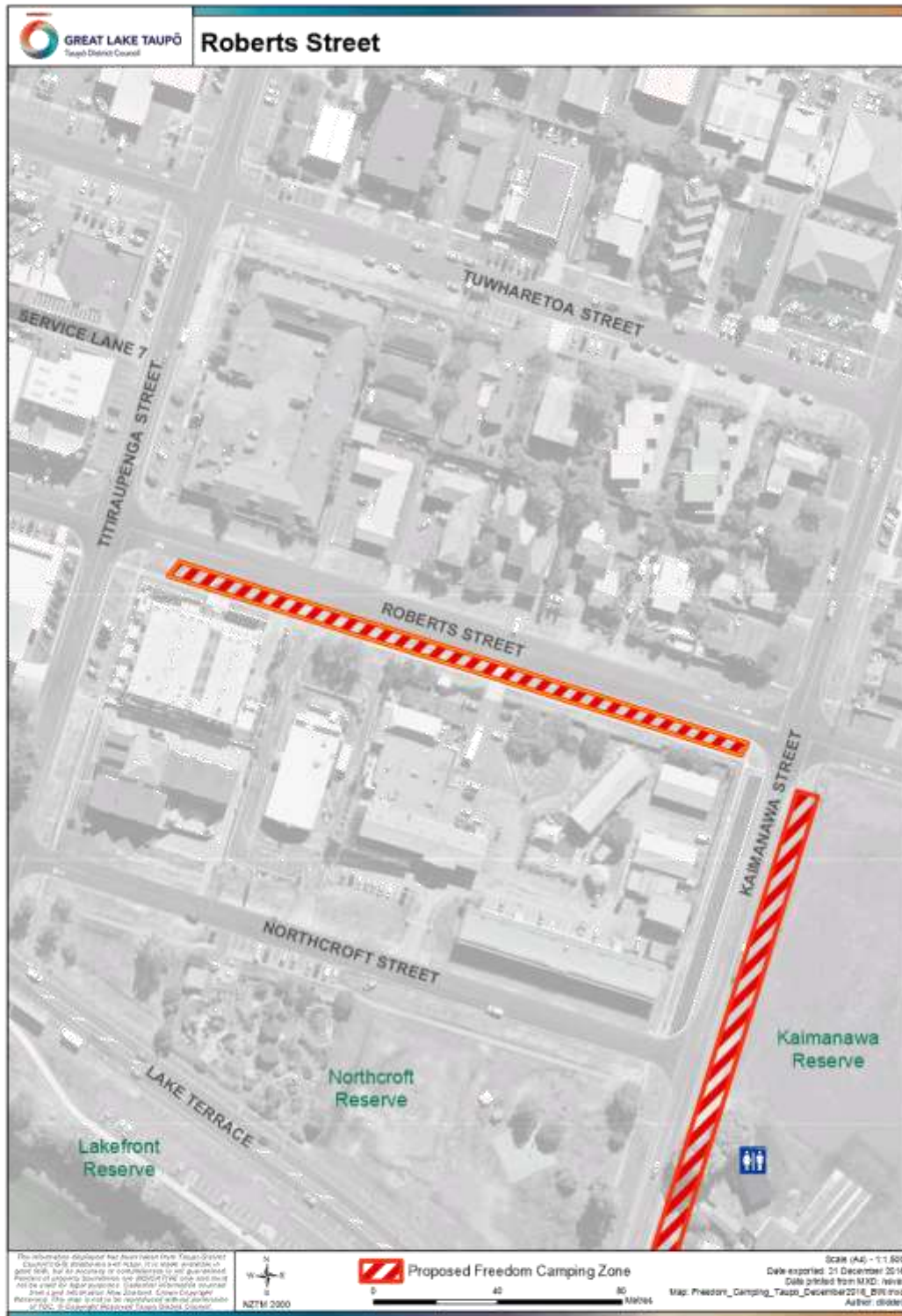


Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy, large open area, good use of space.

Cons: No public toilet, infrastructure upgrade costs, river dangers, environmental concerns for river, proximity to education facilities, negative reaction from education facilities.

Working group proposal: Yes.

Officers' recommendation: Recommended.

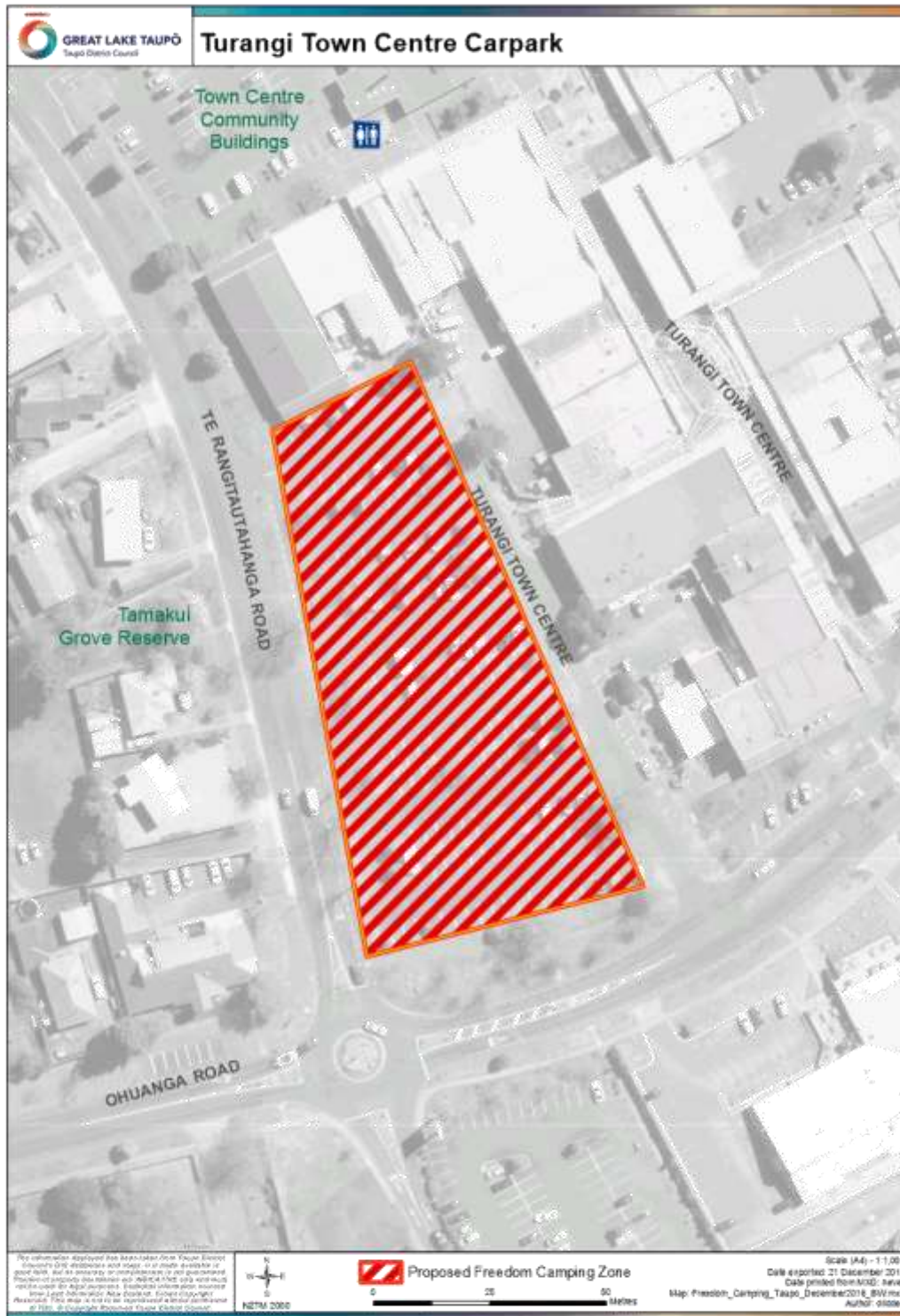


Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy.

Cons: Infrastructure upgrade costs, proximity to residential, no public toilet.

Working group proposal: Yes.

Officers' recommendation: Recommended.



Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy, large open area.

Cons: No public toilet, user conflict, proximity to businesses, undesirable location.

Working group proposal: Yes.

Officers' recommendation: Recommended.

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Areas not proposed for freedom camping

Taupo

CHERRY ISLAND ROAD RESERVE CARPARK

Pros: Large area, away from lakefront.

Cons: No public toilet, remote location, health and safety issues, location makes monitoring/enforcement difficult, erosion issues with river, conflict between users, river dangers, environmental concerns for river.

Working group proposal: No, environmental concerns.

Officers' recommendation: Agree with working group proposal.

FERRY ROAD

Pros: Already recognised, clearly defined camping area, close to CBD, location makes enforcement/monitoring easy.

Cons: No public toilets, on the lakefront, confined space, user conflict.

Working group proposal: No, due to lake front, structure planning has aspirations for the area, user conflict, need parking during the day for camping vehicles.

Officers' recommendation: Agree with working group proposal.

LAKE TERRACE LAKEFRONT RESERVE CARPARK

Pros: Public toilet, location makes enforcement/monitoring easy.

Cons: On the lakefront, confined space, user conflict, reserve, requires Amendments to RMP, distance from CBD.

Working group proposal: No, environmental concerns, user conflict.

Officers' recommendation: Agree with working group proposal.

MCDONALDS CARPARK

Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy, large/open area.

Cons: User conflict, no public toilet, undesirable location (uneven surface), proximity to businesses, security concerns.

Working group proposal: No, user conflict, health and safety concerns.

Officers' recommendation: Agree with working group proposal.

RAUHOTO STREET CARPARK

Pros: Public toilet, large/open area, away from Lakefront.

Cons: User conflict, security concerns, reserve, distance from CBD.

Working group proposal: No, user conflict.

Officers' recommendation: Agree with working group proposal.

REDOUBT STREET CARPARK

Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy, multiple toilets.

Cons: User conflict, undesirable location (uneven surface, traffic movements, proximity to old campground), infrastructure upgrade costs.

Working group proposal: No, user conflict, traffic movement issues, health and safety concerns.

Officers' recommendation: Agree with working group proposal.

REDOUBT STREET LOOKOUT

Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy.

Cons: User conflict, traffic movements, infrastructure upgrade costs, partly on reserve, requires amending the RMP.

Working group proposal: Yes.

Officers' recommendation: No. Cons outweigh the pros, user conflict, traffic movements, infrastructure upgrade costs, reserve, requires amending to reserve management plan, historically significant site, health and safety concerns.

RIVERSIDE PARK

Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy, multiple toilets.

Cons: User conflict, traffic movements, infrastructure upgrade costs, reserve, requires amending to RMP, historical challenges.

Working group proposal: Yes, potential for expansion, potential infrastructure, exemptions for events.

Officers' recommendation: No. Cons outweigh the pros, user conflict, traffic movements, infrastructure upgrade costs, reserve, requires amending to reserve management plan, environmental concerns for reserve surfaces.



STORY PLACE

Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy, multiple toilets.

Cons: User conflict, increase resourcing costs (Superloo needs to be 24/7).

Working group proposal: No, traffic movement issues, user conflict.

Officers' recommendation: Agree with working group proposal.

TANIWHA STREET CARPARK

Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy.

Cons: User conflict, no public toilet, proximity to businesses, undesirable location.

Working group proposal: No overnight (possible day park for large vehicles etc) user conflict.

Officers' recommendation: Agree with working group proposal.

TAWHAA ROAD CARPARK (FIVE MILE BAY)

Pros: Already recognised, clearly defined camping area, location makes enforcement/monitoring easy, public toilet.

Cons: On the lakefront, user conflict.

Working group proposal: No, environmental concerns, lakefront, user conflict, advocacy to Department of Conservation for their land.

Officers' recommendation: Agree with working group proposal.

Turangi

STUMP BAY

Pros: Public toilet, already recognised.

Cons: Environmental concerns, user conflicts, on the lakefront, location makes monitoring/enforcement difficult, security concerns.

Working group proposal: No, lakefront, environmental concerns, user conflicts.

Officers' recommendation: Agree with working group proposal.

TURANGI TURTLE POOL CARPARK

Pros: Close to CBD, away from lakefront, location makes enforcement/monitoring easy, large open area, public toilet.

Cons: User conflict, proximity to businesses.

Working group proposal: No, user conflict.

Officers' recommendation: Agree with working group proposal.





GREAT LAKE TAUPŌ

Taupō District Council

Code of Conduct

Adopted on 28 February 2017

A1816595

1. Introduction

This Code of Conduct (the Code) sets out the standards of behavior expected from elected, appointed and co-opted 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 this Code.

2. Scope

The Code has been adopted in accordance with clause 16 of Schedule 7 of the Local Government Act 2002 (LGA 2002) and applies to all members, including the members of any local boards; the members of the Turangi/Tongariro Community Board; and any community members appointed or co-opted to committees of Council. 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

This 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 and uphold the values of honesty, integrity, accountability and transparency.
3. **Ethical behaviour:** members will not place themselves in situations where their honesty and integrity may be questioned, will not behave improperly and will avoid the appearance of any such behavior.
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. Members will respect the impartiality and integrity of officials.
6. **Duty to uphold the law:** members will comply with all legislative requirements applying to their role, abide by this 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 ensure they 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.

These values complement, and work in conjunction with, the principles of s.14 of the LGA 2002 and the governance principles of s.39 of the LGA 2002.

4. Role and responsibilities

Good governance requires clarity of roles and respect between those charged with responsibility for the leadership of the council and those responsible for advice and the implementation of council decisions. The key roles are:

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.

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 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 Mayor.

4.4 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 staff on behalf of the council (including negotiation of the terms of employment for those staff).

Under s.42 of the LGA 2002 the chief executive is the only person *directly* employed by the council itself. 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.

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 and honest;
- is 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, offensive or abusive conduct, including the use of disrespectful or malicious language.

Any failure by members to act in the manner described in s.5.1 represents a breach of this Code.

Please note that nothing in this section of the Code is intended to limit robust debate within the council as long as it is conducted in a respectful and insightful manner.

5.2 Relationships with staff

An important element of good governance involves the relationship between the council and its chief executive. 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 those requirements at all times, such as the duty to be a good employer;
- treat all employees with courtesy and respect and avoid publicly criticising any employee;
- observe any protocols put in place by the chief executive concerning contact between members and employees;

- avoid doing anything which might compromise, or could be seen as compromising, the impartiality of an employee.

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

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 audit.

5.3 Relationship with the public

Given that the performance of the council requires the trust and respect of individual citizens, members will:

- interact with members of the public in a fair, respectful, equitable and honest manner;
- be available to listen and respond openly and honestly to community concerns;
- consider all points of view or interests when participating in debate and making decisions;
- treat members of the public in a courteous manner; and
- act in a way that upholds the reputation of the local authority.

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

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:

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 effective performance of a local authority and the level of public trust felt by the public.

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.

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

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 contracts with the authority or has a pecuniary interest. 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 the LAMIA could potentially invalidate the 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 A). In the event of a conviction, elected members can be ousted from office.

9. Register of Interests

Members shall annually make a declaration of interest. These declarations are recorded in a 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 for profit or gain;
- b) any company, trust, partnership etc for which the member or their spouse is a director, partner or trustee;
- c) the address of any land in which the member has a beneficial interest within the jurisdiction of the local authority; and
- d) the address of any land owned by the local authority in which the member or their spouse is:
 - a tenant; or

- the land is tenanted by a firm in which the member or spouse is a partner, a company of which the member or spouse is a director, or a trust of which the member or spouse 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 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 this 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 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 of the Council's overall performance and operating style during the triennium.¹
- Taking all reasonable steps to ensure they possess the skills and knowledge to effectively fulfill their Declaration of Office and contribute to the good governance of the city, district or region.

12. Breaches of the Code

Members must comply with the provisions of this Code (LGA 2002, schedule 5, s. 14(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 this Code has occurred:

- that the approach for investigating and assessing a complaint will be proportionate to the apparent seriousness of the breach complained about;
- that the roles 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 this Code. This requires, conditional on the nature of an alleged breach, that 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 a right to seek appropriate advice and be represented; and
 - have their privacy respected.

12.2 Complaints

All complaints made under this Code must be made in writing and forwarded to the chief executive. On receipt of a complaint the chief executive must forward that complaint to an independent investigator for a preliminary assessment to determine whether the issue is sufficiently serious to warrant a full investigation.²

Any complaint made by the chief executive will be in writing and forwarded to Mayor or Deputy Mayor.

¹ A self assessment template is provided in the Guidance to this Code.

² 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 EquiP.

Only members and the chief executive may make a complaint under this Code.

12.3 Investigation, advice and decision

The process, following receipt of a complaint, will follow the steps outlined in Appendix B.

12.4 Materiality

An alleged breach under this Code is material if, in the opinion of the independent investigator, it would, if proven, bring a member or the council into disrepute or, if not addressed, reflect adversely on another member of the council.

13. Penalties and actions

Where a complaint is determined to be material and referred to the council the nature of any penalty or action will depend on the seriousness of the breach.

13.1 Material breaches

In the case of material breaches of this Code the council, or a committee 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. a vote of no confidence in the member;
4. removal of certain council-funded privileges (such as attendance at conferences);
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 so that they are confined to the chief executive only;
7. suspension from committees or other bodies; or
8. an invitation for the member to consider resigning from the council.

A council or committee may decide that a penalty will not be imposed where a respondent agrees to one or more of the following:

- 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 the 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.30 of the 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, a Code of Conduct 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. Once adopted, amendments to the Code require a resolution supported by 75 per cent of the members of the council present at a council meeting where the amendment is considered.

Council may formally review the Code as soon as practicable after the beginning of each triennium. The results of that review will be considered by the council in regard to potential changes for improving the Code.

Appendix A: 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 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 or partner, is "concerned or interested" in the contract or where they have a pecuniary interest in the decision; or
- a person, or their spouse or 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 should focus 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 persons, monetary gain or advantage.

These offences are punishable by a term of imprisonment of seven years or more. 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. Provisions directly relevant to this Code include:

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 s.44 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.

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 (s.47 LGA 2002).

Appendix B: Process for the determination and investigation of complaints

Step 1: Chief executive receives complaint

On receipt of a complaint under this Code the chief executive will refer the complaint to an investigator selected from a panel 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 refer them to 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 frivolous or without substance and should be dismissed;
2. the complaint is outside the scope of the Code and should be redirected to another agency or process;
3. the complaint is non-material; and
4. the complaint is material and a full investigation is required.

In making the assessment the investigator may make whatever initial inquiry is necessary to determine the appropriate course of action. The investigator has full discretion to dismiss any complaint which, in their view, fails to meet the test of materiality.

On receiving the investigator's preliminary assessment the chief executive will:

1. where an investigator determines that a complaint is frivolous or without substance, inform the complainant and respondent directly and inform 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 both the complainant and respondent of the action.

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

If the subject of a complaint is found to be non-material 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 seek guidance from the Chairperson or Mayor;
- that the respondent attend appropriate courses or programmes to increase their knowledge and understanding of the matters leading to 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 affected parties;
- 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 council or committee with delegated authority, 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 full report prepared by the investigator.

Step 5: Process for considering the investigator's report

Depending upon the nature of the complaint and alleged breach the investigator's report may be considered by the full council, excluding the complainant, respondent and any other 'interested' members, or a committee established for that purpose.

In order to avoid any suggestion of bias, a Code of Conduct Committee may often be the best mechanism for considering and ruling on complaints. Committees should be established at the start of a triennium with a majority of members selected from the community through either an application process or by invitation.

The council or committee will consider the chief executive's report in open meeting, except where the alleged breach concerns matters that justify the exclusion of the public, such as the misuse of confidential information or a matter that would otherwise be exempt from public disclosure under s.48 of the LGOIMA, in which case it will be a closed meeting.

Before making any decision in respect of the investigator's report the council or committee will give the member against whom the complaint has been made an opportunity to appear and speak in their own defense. Members with an interest in the proceedings, including the complainant and the respondent, may not take part in these proceedings.

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

In accordance with this Code councils will agree to implement the recommendations of a Code of Conduct Committee without debate.

Code of Conduct Declaration by Member

I declare that I have read and understood the Taupō District Council Code of Conduct 2017 and agree to abide by its terms for the duration of my time in office.

Signed: _____

Name: _____

Position: _____

Dated: _____