



AGENDA Ordinary Meeting

Tuesday 29 October 2024, 10.30am

Ordinary Council

29 October 2024 09:00 AM



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Whakataka te hau

Karakia to open meetings

Whakataka te hau ki te uru
Whakataka te hau ki te tonga
Kia mākinakina ki uta
Kia mātaratara ki tai
Kia hī ake ana te atakura
He tio, he huka, he hauhu
Tūturu o whiti whakamaua kia tina.
Tina!
Hui ē! Tāiki ē!

Cease the winds from the west
Cease the winds from the south
Let the breeze blow over the land
Let the breeze blow over the ocean
Let the red-tipped dawn come with a sharpened air
A touch of frost, a promise of glorious day
Let there be certainty
Secure it!
Draw together! Affirm!



Date: 29 October 2024

Subject: Wild for Taranaki Presentation

Author: S Ellis, Environmental Services Manager

Approved by: D Harrison, Director - Operations

Document: 3314576

Purpose

1. The purpose of this memorandum is to introduce a presentation from Wild for Taranaki on its 2023/2024 Annual report.
2. A copy of the Annual report can be accessed here [Wild for Taranaki 2023-24 Annual Report](#).

Executive summary

3. Council utilises the Taranaki Biodiversity Trust (Wild for Taranaki) as a vehicle to distribute grant funding and provide support to community and other groups involved in biodiversity activities across the Taranaki region.
4. As a key member of the Te Hononga Taiao alliance Wild for Taranaki plays an important role in advocating for its members and better biodiversity outcomes for the region.
5. Te Hononga Taiao alliance consists of regional biodiversity leaders including Iwi, Council and the Department of Conservation set up to assist in allocating Covid response funding through programmes such as Jobs for Nature.
6. There is a formal Memorandum of Understanding (MOU) arrangement in place between Council and the Trust detailing the expectations that Council has in relation to how the funding it provides will be utilised and the mechanisms via which the trust will be held accountable.
7. The MOU requires that Wild for Taranaki report to Council on its activities by 31 October each year.
8. This presentation along with the Wild for Taranaki annual report fulfil this requirement.

Recommendations

That Taranaki Regional Council:

- a) receives Wild for Taranaki's 2023/24 Annual report and presentation of activities.

Background

9. Wild for Taranaki is the trading name for the Taranaki Biodiversity Trust.
10. The Trust was established in 2016 by a group of local individuals with an interest in promoting community involvement in biodiversity issues.

11. Wild for Taranaki provides the mechanism for connecting its membership through regular forums and events. Including promoting member activities through the action hub, where volunteers can get involved.
12. Council utilises Wild for Taranaki as a vehicle to distribute grant funding and provide support to community and other groups involved in biodiversity activities across the Taranaki region.
13. This report meets the reporting requirement of the MOU between Council and Wild for Taranaki.

Discussion

14. Wild for Taranaki Trust board members Sean Zieltjes, Lauren Wallace, Tāne Houston, Acting General Manger Danielle Gibas and Communications Lead Victoria Girling-Butcher will present.

Financial considerations—LTP/Annual Plan

15. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

16. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the Local Government Act 2002, the Resource Management Act 1991 and the Local Government Official Information and Meetings Act 1987.

Iwi considerations

17. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the Local Government Act 2002) as outlined in the adopted Long-Term Plan and/or Annual Plan. Similarly, iwi involvement in adopted work programmes has been recognised in the preparation of this memorandum.

Community considerations

18. This memorandum and the associated recommendations have considered the views of the community, interested and affected parties and those views have been recognised in the preparation of this memorandum.

Legal considerations

19. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 3317023: [Wild for Taranaki presentation to Council 29 October 2024](#)





WILD FOR TARANAKI

- The region's biodiversity trust, established in 2016
- 49 member groups/ organisations working across Taranaki
- Small team, governed by skilled board
- Our purpose: support and coordinate members for better efficiency, grow funding and lead region in a connected vision of thriving Taranaki Biodiversity

OUR TRUSTEES



Bev Gibson
Chair



Simon Cayley
Deputy Chair



Michael Joyce
Board Member



Lauren Wallace
Board Member



Amanda Clinton-Gohdes
Board Member



Jan Hania
Board Member

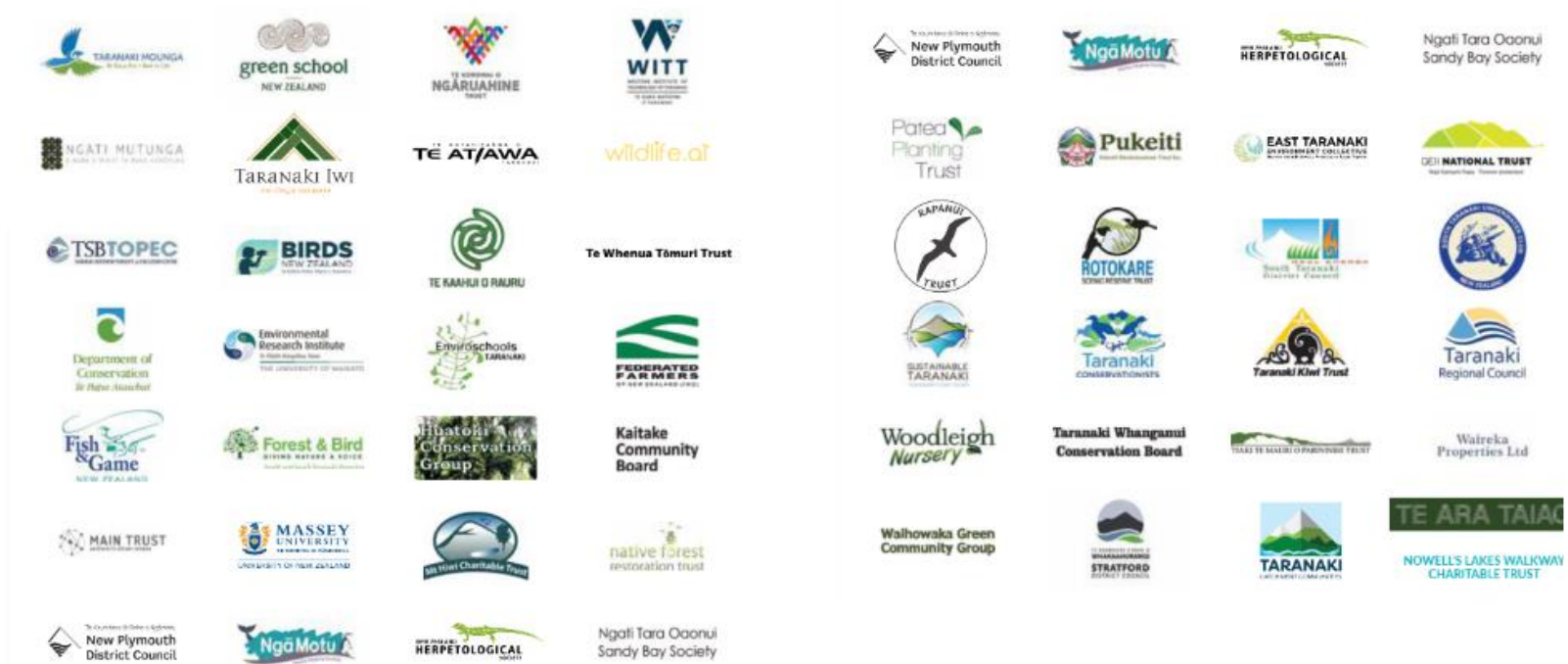


Tāne Houston
Board Member



Sean Zieltjes
Board Member

OUR MEMBERS





OUR VISION THRIVING TARANAKI BIODIVERSITY

Taranaki's biodiversity is restored to a state where it is visibly healthy and provides significant benefit to communities throughout the region.

OUR PURPOSE

CONNECT

OPPORTUNITY

Creating connection to enhance efficiency in the sector. Bringing parties together for the common cause of “Thriving Taranaki Biodiversity”.

ENABLE

OPPORTUNITY

Supporting the continuous improvement of our members and the community, taking the region closer towards our vision of “Thriving Taranaki Biodiversity”.

RESOURCE

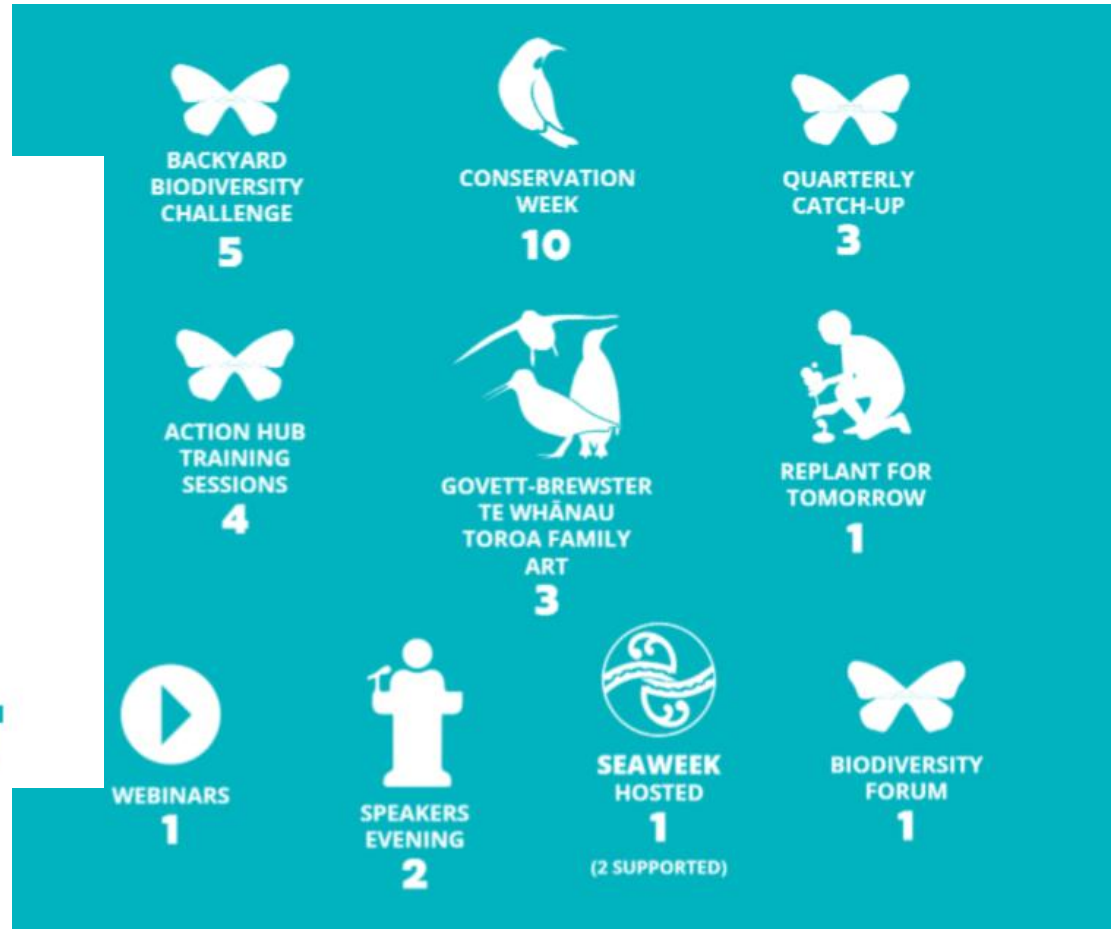
OPPORTUNITY

Resourcing the sector in order to enable “Thriving Taranaki Biodiversity”.

DELIVERY

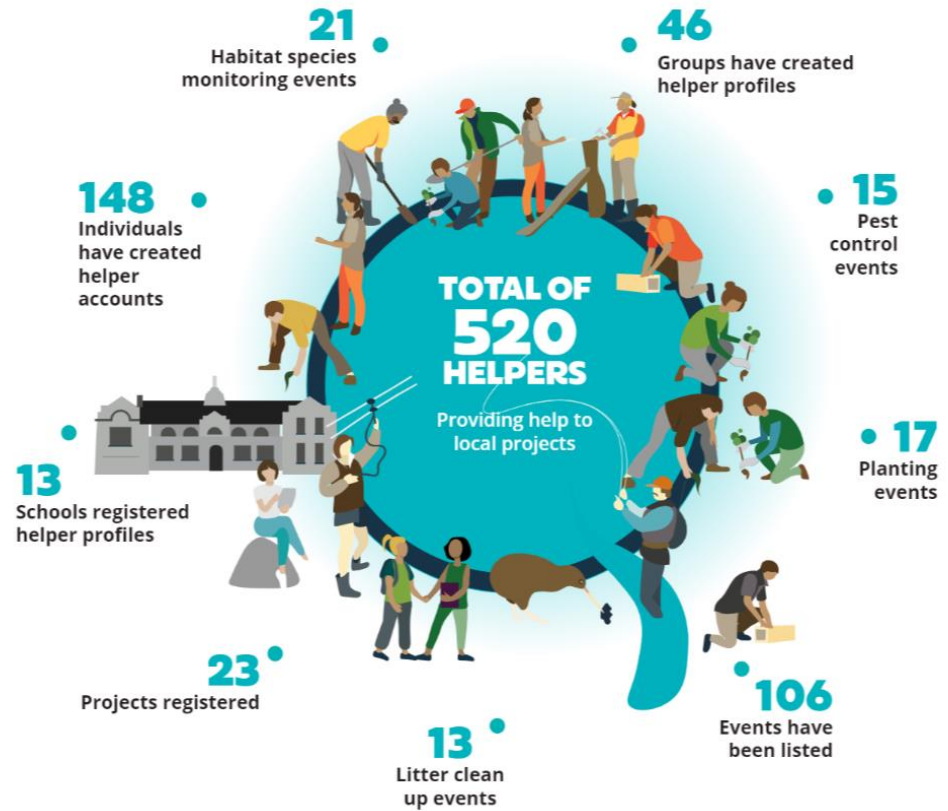


CONNECT





Action Hub





RESOURCE

- 1 community fund round delivered
- **\$1,271 500** secured for biodiversity in Taranaki

*Funds directed to membership
Regional scale projects*

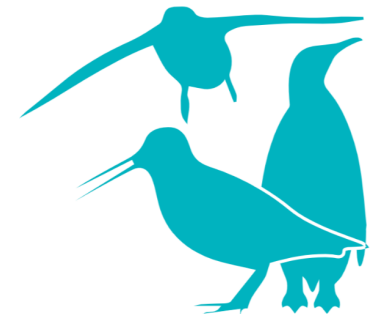
- In-kind support



Te Whānau Toroa

In numbers:

- 21 community organisations engaged
- 1 strategic plan
- 4 seabird and shorebird ID courses (79 attendees)
- 1 banding workshop (14 attendees)
- 2 webinars (30 attendees)
- 2 conference presentations (NZ and Australia)
- 7 boat trips (35 people) in collaboration with DOC
- 1 seabird and shorebird ID guide – 600 printed copies





Looking ahead

Wai Connection

Te Whānau Toroa

Action Hub

**Resilience and Sustainability
Project**



Thank you
Any Questions?





Date: 29 October 2024

Subject: Confirmation of Ordinary Council Minutes – 24 September 2024

Author: M Jones, Governance Administrator

Approved by: S J Ruru, Chief Executive

Document: 3317251

Recommendations

That Taranaki Regional Council:

- a) takes as read and confirms the minutes and resolutions of the Ordinary meeting of the Taranaki Regional Council held at Taranaki Regional Council, 47 Cloten Road, Stratford on 24 September 2024.

Appendices/Attachments

Document 3310187: [Ordinary Council Minutes 24 September 2024](#)



Date:	24 September 2024	
Venue:	Taranaki Regional Council Boardroom, 47 Cloten Road, Stratford	
Document:	3310187	
Present:	C L Littlewood	Chairperson
	N W Walker	Deputy Chairperson (zoom)
	M J Cloke	
	C S Williamson	
	D H McIntyre	
	A L Jamieson	
	S W Hughes	
	D M Cram	
	B J Bigham	(zoom)
Attending:	S Ruru	Chief Executive
	M Nield	Director – Corporate Services
	A Matthews	Director – Environmental Quality
	A D McLay	Director – Resource Management
	D Harrison	Director - Operations
	N Chadwick	Executive Assistant to Chief Executive and Chairperson
	C Woollin	Communication lead (zoom)

The meeting opened with a group Karakia at 10.30am

Apologies: an apology was received and sustained from Councillor Davey.

Littlewood/Walker

1. Confirmation of Ordinary Council Minutes – 6 August 2024

Resolved

That the Taranaki Regional Council:

- a) took as read and confirmed the minutes and resolutions of the Ordinary meeting of the Taranaki Regional Council held Taranaki Regional Council, 47 Cloten Road, Stratford on 6 August 2024.

Littlewood/Walker

2. Confirmation of Operations and Regulatory Committee Minutes – 3 September 2024

Resolved

That the Taranaki Regional Council:

- a) received the minutes of the Operations and Regulatory Committee meeting of the Taranaki Regional Council at the Taranaki Regional Council, 47 Cloten Road, Stratford on Tuesday 3 September 2024 at 9.00am
- b) adopted the recommendations therein.

Hughes/Cram

3. Confirmation of Policy and Planning Committee Minutes – 3 September 2024

Resolved

That the Taranaki Regional Council:

- a) received the minutes of the Policy and Planning Committee meeting of the Taranaki Regional Council at the Taranaki Regional Council, 47 Cloten Road, Stratford on Tuesday 3 September 2024 at 10.30am
- b) adopted the recommendations therein.

Williamson/Littlewood

4. Confirmation of Executive Audit and Risk Committee Minutes – 9 September 2024

Resolved

That the Taranaki Regional Council:

- a) received the minutes of the Executive Audit and Risk Committee meeting of the Taranaki Regional Council held in the Taranaki Regional Council Boardroom, 47 Cloten, Stratford on Monday 9 September at 10.00 am
- b) adopted the recommendations therein.

Cloke/Hughes

5. 2023/2024 Annual Report

5.1 M Nield presented the 2023/2024 Annual Report and the Summary 2023/2024 Annual Report.

Resolved

That the Taranaki Regional Council:

- a) received the memorandum on the 2023/2024 Annual Report and audit
- b) noted that there are a number of minor editorial changes to the 2023/2024 Annual Report and the Summary 2023/2024 Annual Report
- c) noted that the 2023/2024 Annual Report and the Summary 2023/2024 Annual Report will be available to the public from 24 September 2024 onwards
- d) determined that this decision be recognised as not significant in terms of section 76 of the Local Government Act 2002
- e) determined that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with section 79 of the Act, determined that it does not require further information, further assessment of options or further analysis of costs and benefits, or advantages and disadvantages prior to making a decision on this matter.

Cloke/Williamson

6. Upcoming Meeting Dates for October 2024

Resolved

That the Taranaki Regional Council:

- a) received and noted the memorandum Upcoming Meeting Dates.

Littlewood/Hughes

7. Public Excluded

In accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987, resolves that the public is excluded from the following part of the proceedings of the Ordinary Council Meeting on 25 June 2024 for the following reason/s:

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

Item 12:

Confirmation of Public Excluded Ordinary Council Minutes – 6 August 2024

That the public conduct of the whole or 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 6 (a) and [section 7](#) (2) (a) and (2) (g) of the *Local Government Official Information and Meetings Act 1987*.

Confirmation of Public Excluded Operations and Regulatory Minutes – 3 September 2024

That the public conduct of the whole or 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 6 (a) and [section 7](#) (2) (a) and (2) (g) of the *Local Government Official Information and Meetings Act 1987*.

Item 13

Port Taranaki Annual General Meeting and Director Remuneration

That the public conduct of the whole or 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 (2) (h) of the Local Government Official Information and Meetings Act 1987.

Item 14:

Confirmation of Public Excluded Executive Audit and Risk Minutes – 9 September 2024

That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information; and/or enable any local authority holding the information to carry out, without prejudice, commercial activities.

Littlewood/Cram

There being no further business the Chairperson, C L Littlewood, declared the meeting of the Ordinary Council meeting closed with a karakia at 10.46am.

Council Chairperson: _____

C L Littlewood



Date: 29 October 2024

Subject: Receipt of Minutes Operations and Regulatory Committee – 15 October 2024

Author: M Jones, Governance Administrator

Approved by: M J Nield, Director – Corporate Services

Document: 3317636

Recommendations

That Taranaki Regional Council:

- a) receives the Minutes of the Operations and Regulatory Committee meeting of the Taranaki Regional Council at the Taranaki Regional Council, 47 Cloten Road, Stratford on Tuesday 15 October 2024 at 9.00am
- b) adopts the recommendations therein.

Appendices/Attachments

Document 3315239: [Unconfirmed Operations and Regulatory Minutes 15 October 2024](#)



Date: 15 October 2024

Venue: Taranaki Regional Council Boardroom, 47 Cloten Road, Stratford

Document: 3315239

Present:

S W Hughes	Chair
M J Cloke	
D M Cram	
M G Davey	
C L Littlewood	ex officio
B J Bigham	zoom
R Buttimore	Iwi Representative
D Luke	Iwi Representative
Ā White	Iwi Representative

Attending:

A J Matthews	Director - Environment Quality
M J Nield	Director – Corporate Services
A D McLay	Director – Resource Management
D R Harrison	Director - Operations
J Glasgow	Compliance Manager
F Kiddle	Strategy Lead
L Miller	Manager – Recourse Consents
V McKay	Manager - Environmental Assurance
R Honeyfield	Team Leader - Prosecutions and Compliance
C Woollen	Communications Advisor
M Churchill	Enforcement and Compliance Coordinator
N Chadwick	Executive Assistant
M Jones	Governance Administrator

Karakia: The meeting opened with a group karakia at 9.00am.

Apologies: P Muir, Councillor Lean, Councillor McIntyre and Councillor Walker
Hughes/White

1. Confirmation of Minutes Operations and Regulatory Committee 3 September 2024

Resolved

That the Taranaki Regional Council:

- a) took as read and confirmed the minutes of the Operations and Regulatory Committee of the Taranaki Regional Council held on 3 September at Taranaki Regional Council 47 Cloten Road Stratford
- b) noted the recommendations therein were adopted by the Taranaki Regional Council on Tuesday 24 September 2024.

Cloke/Cram

2. Consent Monitoring Annual Reports

- 2.1 V McKay provided an update on 10 tailored compliance monitoring reports for the 2023/24 reporting year.

Resolved

That the Taranaki Regional Council:

- a) received the 10 compliance monitoring reports listed in Table 1
- b) noted any specific recommendations therein.

Davey/Buttimore

3. Resource Consents Issued under Delegated Authority & Applications in Progress

- 3.1 L Miller advised of consents granted, consents under application and of consent processing actions since the last meeting.
- 3.2 C Littlewood declared a conflict of interest and abstained from discussions and the vote.

Resolved

That the Taranaki Regional Council:

- a) received the schedule of resource consents granted and other consent processing actions, made under delegated authority.

Cram/Cloke

4. Incidents, Compliance Monitoring Non Compliances and Enforcement Summary - 9 August 2024 to 19 September 2024

- 4.1 J Glasgow provided a summary of the incidents, compliance monitoring non-compliances and enforcement for the period 9 August 2024 to 19 September 2024.
- 4.2 M Davey declared a conflict of interest and abstained from discussion and the vote.

Resolved

That the Taranaki Regional Council:

- a) received this memorandum Incident, Compliance Monitoring Non-Compliances and Enforcement Summary – 9 August 2024 to 19 September 2024
- b) received the summary of the incidents, compliance monitoring non-compliances and enforcement for the period from 9 August 2024 to 19 September 2024
- c) noted the action taken by staff acting under delegated authority

- d) adopted the recommendations therein.

Cloke/White

5. Report on the Notified Consent – New Plymouth District Council Coastal Permit – Decision Required

- 5.1 L Miller provided an overview of the application from New Plymouth District Council to erect a replacement bridge and a hard protection structure within the Coastal Marine Area (CMA).
 5.2 R Buttimore declared a conflict of interest and abstained from discussions and the vote.

Resolved

That the Taranaki Regional Council:

- a) received this memorandum
 b) approved the consent application 11174-1.0
 c) determined that this decision be recognised not significant in terms of section 76 of the Local Government Act 2002
 d) determined that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with section 79 of the Act, determined that it does not require further information, further assessment of options or further analysis of costs and benefits, or advantages and disadvantages prior to making a decision on this matter.

Cloke/Cram

Public Excluded

Item 11: Confirmation of public excluded Operations and Regulatory minutes – 3 September 2024

That the public conduct of the whole or 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 6 (a) and [section 7](#) (2) (a) and (2) (g) of the Local Government Official Information and Meetings Act 1987.

Item 12: Prosecution under the Resource Management Act 1991 for offences against sections 15(1) (b) and 338(3) (a) of the Resource Management Act 1991.

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

General subject of each matter to be considered	Ground(s) under section 48(1) for the passing of this resolution	Reason for passing this resolution in relation to each matter
Item 12: In accordance with Section 48(1) of the Local Government Official Information and Meetings Act 1987, this is to be considered with the public excluded as the public conduct of the whole or relevant part of the proceedings	That the public conduct of the whole or 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	The alleged offender(s) has not as yet had the opportunity to respond to the charges laid. It is therefore important that the principles of natural justice are

<p>would be likely to prejudice the maintenance of the law, including the prevention, investigation, and detection of offences, and the right to a fair trial.</p>	<p>section 6 (a) and section 7 (2) (a) and (2) (g) of the Local Government Official Information and Meetings Act 1987.</p>	<p>applied and that legal privilege is maintained.</p> <p>Making any of this information publically available would result in a breach of the Privacy Act 2020.</p> <p>The public interest in knowing the nature of the offence and why Council has made the decision to prosecute is not outweighed by the harm that would be caused to the alleged offender(s).</p>
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Cram/White

There being no further business the Committee Chairperson, Councillor S W Hughes, declared the meeting of the Operations and Regulatory Committee closed at 9.32am.

**Operations and
Regulatory**

Committee Chairperson: _____

S W Hughes



Date: 29 October 2024

Subject: Receipt of Policy and Planning Committee Minutes – 15 October 2024

Author: M Jones, Governance Administrator

Approved by: M J Nield, Director – Corporate Services

Document: 3317636

Recommendations

That Taranaki Regional Council:

- a) receives the minutes of the Policy and Planning Committee meeting of the Taranaki Regional Council held in the Taranaki Regional Council Boardroom, 47 Cloten Road, Stratford on Tuesday 15 October 2024 at 10.34am
- b) adopts the recommendations therein.

Appendices/Attachments

Document 3314556: [Unconfirmed Policy and Planning Minutes 15 October 2024](#)



Date:	15 October 2024
Venue:	Taranaki Regional Council Boardroom, 47 Cloten Road, Stratford
Document:	3314556
Present:	C S Williamson Chairperson S W Hughes B J Bigham zoom D M Cram C L Littlewood ex officio M Ritai Iwi Representative L Gibbs Federated Framers B Haque New Plymouth District Council (joined meeting at 10.40am)
Attending:	A D McLay Director – Resource Management M J Nield Director – Corporate Services A J Matthews Director – Environment Quality F Kiddle Strategy lead L Hawkins Policy Manager T Gordon Programme Manager, Freshwater C Woollin Communications Advisor N Chadwick Executive Assistant M Jones Governance Administrator

One media representative in attendance

The meeting opened at 10.32am

Apologies: Were received and sustained from Councillor Filbee – South Taranaki District Council, Councillor McIntyre, Councillor Walker, Councillor Jamieson, P Moeahu and E Bailey.

Williamson/Boyd

1. Confirmation of Minutes Policy and Planning 3 September 2024

Resolved

That the Taranaki Regional Council:

- a) took as read and confirmed the minutes of the Policy and Planning Committee of the Taranaki Regional Council held at 10.45 on 3 September 2024 at Taranaki Regional Council 47 Cloten Road Stratford
- b) noted the recommendations therein were adopted by the Taranaki Regional Council on Tuesday 24 September 2024.

Hughes/Littlewood

2. Improving timelines of jury trials submission

- 2.1 F Kiddle provided an overview of the NZ Government's discussion document on improving the timelines of jury trials, seeking endorsement of the draft submission.

Resolved

That the Taranaki Regional Council:

- a) received the memorandum titled Improving timeliness of jury trials submission
- b) endorsed the submission with an amendment that Council's preferred option is that Resource Management Act 1991 (RMA) proceedings are excluded from jury trial requirements all together, if this is not possible, increase the threshold to three years
- c) determined that this decision be recognised not significant in terms of section 76 of the Local Government Act 2002
- d) determined that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with section 79 of the Act, determined that it does not require further information, further assessment of options or further analysis of costs and benefits, or advantages and disadvantages prior to making a decision on this matter.

Gibbs/Cram

3. Crown Minerals Amendment Bill Submission

- 3.1 F Kiddle provided an overview of the Crown Minerals Amendment Bill.

Resolved

That the Taranaki Regional Council:

- a) received the memorandum titled Crown Minerals Amendment Bill Submission
- b) endorsed the submission contained in Appendix One
- c) determined that this decision be recognised not significant in terms of section 76 of the Local Government Act 2002
- d) determined that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with section 79 of the Act, determined that it does not require further information, further assessment of options or further analysis of costs and benefits, or advantages and disadvantages prior to making a decision on this matter.

Hughes/Cram

4. Freshwater Implementation Update October 2024

4.1 L Hawkins provided a freshwater update for October 2024.

Resolved

That the Taranaki Regional Council:

- a) received the October 2024 update on the Freshwater implementation Programme.

Littlewood/Boyd

5. Freshwater Implementation Consultation Feedback and next steps

5.1 L Hawkins presented the analysis and feedback received from the community during the recent consultation process.

(11.29am M Ritai left meeting.)

(11.33am M Ritai re-joined meeting.)

Resolved

That the Taranaki Regional Council:

- a) received the memorandum titled Freshwater Community Consultation Feedback and Next Step
- b) received the attachment titled Help Shape the Rules – Community Engagement Report
- c) noted that a presentation will be provided to the Committee at the meeting to take the members through the content of the consultation report and proposed next steps
- d) supported the next steps and overall direction being taken by staff, as summarised in this memorandum, to progress further targeted engagement, investigation and policy development to support the drafting of the Land and Freshwater Plan
- e) determined that this decision be recognised not significant in terms of section 76 of the Local Government Act 2002
- f) determined that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with section 79 of the Act, determined that it does not require further information, further assessment of options or further analysis of costs and benefits, or advantages and disadvantages prior to making a decision on this matter.

Hughes/Cram

There being no further business the Committee Chairperson, C S Williamson, declared the meeting of the Policy and Planning Committee closed at 11.53am.

Policy and Planning

Committee Chairperson: _____

C S Williamson



Date: 29 October 2024

Subject: Receipt of Executive Audit and Risk Committee Minutes – 21 October 2024

Author: M Jones, Governance Administrator

Approved by: M J Nield, Director – Corporate Services

Document: 3317636

Recommendations

That Taranaki Regional Council:

- a) receives the minutes of the Executive, Audit and Risk Committee meeting of the Taranaki Regional Council held in the Taranaki Regional Council Boardroom, 47 Cloten Road on Monday 21 October 2024 at 10am
- b) adopts the recommendations therein.

Appendices/Attachments

Document 3317673: [Unconfirmed Executive Audit and Risk Minutes 21 October 2024](#)



Date:	21 October 2024	
Venue:	Taranaki Regional Council Boardroom, 47 Cloten Road, Stratford	
Document:	3317673	
Present:	M J Cloke	Chairperson
	S W Hughes	
	C S Williamson	
	D H McIntyre	
	C L Littlewood	ex officio
	N W Walker	ex officio
Attending:	M J Nield	Director – Corporate Services
	B Muir	Senior Health, Safety and wellness Advisor
	C Woollen	Communications Advisor
	B Robertson	zoom (joined meeting at 10.11am)
	N Chadwick	Executive Assistant to Chief Executive and Chair
	M Jones	Governance Administrator

The meeting opened with a group Karakia at 10.00am.

Apologies: were received and sustained from Councillor Jamieson

Littlewood/McIntyre

1. Confirmation of Minutes Executive Audit and Risk Committee Minutes – 9 September 2024

Resolved

That the Taranaki Regional Council:

- took as read and confirmed the minutes of Executive Audit and Risk Committee of the Taranaki Regional Council held at 10.00am on Monday 9 September 2024 at Taranaki Regional Council 47 Cloten Road Stratford
- noted the recommendations therein were adopted by the Taranaki Regional Council on Tuesday 24 September 2024.

Hughes/Williamson

2. Financial and Operational Report

2.1 M Nield provided an update on operational and financial performance.

Resolved

That the Taranaki Regional Council:

- a) received the memorandum Financial and Operational Report and the July 2024 Monthly Financial Report
- b) noted the digital media update.

Littlewood/McIntyre

3. Quarterly Operational Report

3.1 M Nield provided an update on the Quarterly Operational Report for the quarter ended 30 September 2024.

Resolved

That the Taranaki Regional Council:

- a) received the Quarterly Operational Report for the quarter ended 30 September 2024

Cloke/Walker

4. Health and Safety Report

4.1 M Nield and B Muir provided an update on health and safety performance.

Resolved

That the Taranaki Regional Council:

- a) received the August and September 2024 Health and Safety reports.

Walker/McIntyre

5. Yarrow Stadium Plus: Project Update

5.1 M Nield and B Robertson provided an update on the Yarrow Stadium Project.

Resolved

That the Taranaki Regional Council:

- a) noted the progress to date and the next steps on the Yarrow Stadium Plus Redevelopment Project.

Cloke/Hughes

6. Public Excluded

In accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987, resolved that the public is excluded from the following part of the proceedings of the Executive Audit and Risk Meeting on 21 October 2024 for the following reason/s:

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

Item 11 – Confirmation of Public Excluded Executive Audit and Risk Minutes – 9 September 2024

That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information; and/or enable any local authority holding the information to carry out, without prejudice, commercial activities.

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
<p>Item 12: Yarrow Stadium Plus: Project Steering Group Report</p>	<p>To enable any local authority holding information to carry out, without prejudice or disadvantage, commercial activities.</p> <p>To enable any local authority holding information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>	<p>That the public conduct of the whole or 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 (2) (h) and (2) (i) of the Local Government Official Information and Meetings Act 1987</p>

Cloke/Hughes

There being no further business the Committee Chairperson, M J Cloke, declared the meeting of the Executive Audit and Risk Committee meeting closed at 10.41am.

Executive Audit and Risk

Committee Chairperson: _____

M J Cloke



Date: 29 October 2024

Subject: Receipt of Yarrow Stadium Joint Committee - 2 October 2024

Author: M Jones, Governance Administrator

Approved by: M J Nield, Director – Corporate Services

Document: 3318699

Recommendations

That Taranaki Regional Council:

- a) receives the unconfirmed minutes of the Yarrow Stadium Joint Committee held at Suite One, Yarrow Stadium, Maratahu Street, New Plymouth on 2 October at 9am
- b) adopts the recommendations therein.

Appendices/Attachments

Document 3318696: [Unconfirmed Yarrow Stadium Joint Committee minutes – 2 October 2024](#)

YARROW STADIUM JOINT COMMITTEE

File Reference ECM 9353267

Meeting Date Wednesday 2 October 2024 at 9am

Venue Suite One, Yarrow Stadium, Maratahu Street, New Plymouth

Members Present

Taranaki Regional Councillors David Lean (Chair), and Tom Cloke and New Plymouth District Councillors Sam Bennett and Max Brough.

Non-members Present

New Plymouth District Councillor Murray Chong.

Staff in Attendance

New Plymouth District Council Officers Jonnie Orrell, Chade Julie, Jane Hickmott and Carol Allen.

Taranaki Regional Council Officer, Mike Nield.

Karakia

The hui was opened with a karakia.

Confirmation of Minutes of Previous Meeting

YSJC/2024/04

Yarrow Stadium Joint Committee Resolution

Cr Bennett)

Cr Cloke)

That the minutes of the Yarrow Stadium Joint Committee meeting dated 27 March 2024 (ECM 9222890) and the proceedings of the said meeting, as previously circulated, be taken as read and confirmed as a true and accurate record.

Carried

MATTERS FINALLY DETERMINED BY THE COMMITTEE UNDER DELEGATED AUTHORITY AND REFERRED TO COUNCIL FOR INFORMATION AND RECORD

Yarrow Stadium Annual Maintenance Budget 2024/2025

YSJC/2024/05

ECM 9332771

The matter for consideration by the Yarrow Stadium Joint Committee is to confirm the Annual Maintenance Budget 2024/2025 for recommendation to the Taranaki Regional Council and New Plymouth District Council for approval.

A Yarrow Stadium Joint Committee Recommendation

Cr Bennett)

Cr Brough)

That the Taranaki Regional Council and New Plymouth District Council undertake a review of the Management Agreement, between the New Plymouth District Council and Taranaki Stadium Trust, to ensure currency of documentation.

Carried

YSJC/2024/06

Yarrow Stadium Joint Committee Resolution

Cr Lean)

Cr Cloke)

That having considered all matters raised in the report the Yarrow Stadium Joint Committee, recommends to the Taranaki Regional Council and New Plymouth District Council, that the Annual Maintenance Budget 2024/2025 be approved.

Carried

Councillor Bennett requested that his vote against the motion be recorded

Yarrow Stadium Operational Update

YSJC/2024/07

ECM 9332997

The purpose of this report is to provide an operational update on Yarrow Stadium from March 2024 to October 2024.

Yarrow Stadium Joint Committee Resolution

Cr Lean)

Cr Bennett)

That, having considered all matters raised in the report, the report be noted.

Carried

Yarrow Stadium Repair Project Update

YSJC/2024/08

ECM 9347706

The purpose of this memorandum is to provide an update on the Yarrow Stadium repair and reinstatement project.

Yarrow Stadium Joint Committee Resolution

Cr Cloke)

Cr Bennett)

That the Yarrow Stadium Joint Committee:

- a) receives and notes the update on the Yarrow Stadium repair and reinstatement project.

Carried

The meeting closed with a karakia at 9.56am.



Date: 29 October 2024

Subject: Taranaki (Yarrow) Stadium Management Agreement

Author: M J Nield, Director - Corporate Services

Approved by: S J Ruru, Chief Executive

Document: 3315309

Purpose

1. The purpose of this memorandum is to consider a recommendation from the Yarrow Stadium Joint Committee (YSJC) to undertake a review of the Taranaki (Yarrow) Stadium Management Agreement (the Agreement).

Recommendations

That Taranaki Regional Council:

- a) receives this memorandum Taranaki (Yarrow) Stadium Management Agreement
- b) resolves to not undertake a review of the Taranaki (Yarrow) Stadium Management Agreement
- c) determines that this decision be recognised not significant in terms of section 76 of the Local Government Act 2002
- d) determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with section 79 of the Act, determines that it does not require further information, further assessment of options or further analysis of costs and benefits, or advantages and disadvantages prior to making a decision on this matter.

Background

2. Yarrow Stadium is operated, developed and maintained in a partnership agreement between New Plymouth District Council (NPDC) and the Council. NPDC funds the operations of the stadium and event attraction activities. The Council is the owner of the Stadium, through the Taranaki Stadium Trust (TST) and funds the long-term major maintenance and development of the Stadium.
3. The agreed partnership relationship between NPDC and TST/TRC is outlined in the attached Agreement.
4. The Yarrow Stadium Joint Committee (YSJC) is defined and established by the Agreement.
5. The key components of the Agreement are to:
 - re-confirm NPDC as the manager/operator of the Stadium
 - define the management services that NPDC will provide to TST/TRC

- clarify the responsibilities of NPDC, TST/TRC and YSJC
 - define the financial arrangements for funding the respective obligations.
6. The Agreement continues until it is terminated.
 7. The YSJC is made up of two elected members of NPDC and two elected members of the Council. The role of the YSJC is to:
 - oversee the preparation of asset management plans and budgets
 - co-ordinate input from NPDC and the Council on the draft asset management plans and budget
 - recommend to TST whether or not TST should approve the asset management plans and budgets.
 8. Given the role of the YSJC in the Management Agreement, it is arguable that the YSJC does not have the ability to request a review.

Issues

9. The issue being addressed is whether to agree to participate in a review of the Taranaki (Yarrow) Stadium Management Agreement.

Discussion

10. At the 2 October 2024 YSJC meeting, there was discussion on the 2024/2025 major maintenance programme. As part of that discussion, one of the NPDC members raised the question of whether the Agreement was still current given that it is eleven years old and the nature of the Stadium has changed given the repair and rebuild project.
11. No specific issues or concerns with the Agreement were identified or raised, rather this was a general review request.
12. On the request of the two NPDC members of the YSJC, it was agreed to recommend to each Council that a review of the Agreement be undertaken. Given the Committee has no decision-making powers it is now up to each Council to decide whether to undertake the review.
13. The Agreement is a principles based document. It sets out the roles and responsibilities of all the relevant parties and how those responsibilities are to be exercised. The asset management plans and associated budgets are the process where the detailed discussion and approach should be debated and agreed upon.
14. The partnership provides for NPDC to operate the stadium and to attract events. These activities are funded by NPDC. TST/TRC fund long-term maintenance and development of Yarrow Stadium. Any review of the structure could unravel the partnership and lead to unintended consequences, such as the extension of operation of the Stadium to the Council rather than NPDC or the unwinding of the structure to return TST to NPDC.
15. The Agreement provides for NPDC to lead the development of asset management plans and associated budgets. This is logical given NPDCs role and expertise in the preparation of asset management plans and their knowledge of the Stadium's operational needs. TST/TRC do not have any significant capacity and/or capability to prepare stadium asset management plans. Any change to this arrangement would result in additional cost to TST/TRC should we take an increased role in the development of asset management plans. The preparation of asset management plans is sound governance and management practice for significant assets with high levels of investment.
16. The Agreement defines what is capital expenditure, what is major maintenance and what is minor maintenance. These fit the funding arrangements from NPDC and TST/TRC are still considered appropriate given the role of each Council and the contributions that each can make to the Stadium. Any review of these arrangements could result in a change of responsibilities and cost allocation. In the absence of a clearly identified problem it is difficult to see why a review is justified.

17. If it were to be proposed that Council should take on additional responsibilities and it did not wish to do so then one of the options that it would have is to initiate the unwinding clauses in the TST Trust Deed. This would return all the ownership and obligations of TST to NPDC. This option would not necessarily protect the Council's and the Crown's investment in the current repair and reinstatement project.
18. Given the lack of an identified problem/issue with the Agreement, and the lack of identified benefit from undertaking a review and the potential downsides to the Council's financial commitments and investments to date, it is not recommended that the Council participate in such a review.
19. The Agreement is considered fit for purpose. It brings together the various parties and funding streams to work for the overall benefit of Yarrow Stadium and our communities. Concerns that YSJC members have in regards to individual maintenance items, can and should be addressed in the preparation of the asset management plan.

Options

20. There are two options available. Council can either support, or not, the review of the Agreement. There are no identified benefits to a review and the potential for increased risk from undertaking the review.
21. If the Council decides not to support a review, then the review will not proceed. All parties would need to agree to a review for it to proceed.
22. The recommended option is to not undertake a review.

Significance

23. In terms of the Significance and Engagement Policy, the decision is determined as not significant as:
 - the decision does not effect a large number of residents and ratepayers to moderate extent
 - the consequences of the decision do not effect a small number of residents and ratepayers to a large extent.
24. No further community engagement is recommended.

Financial considerations—LTP/Annual Plan

25. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

26. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the Local Government Act 2002, the Resource Management Act 1991 and the Local Government Official Information and Meetings Act 1987.

Iwi considerations

27. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the Local Government Act 2002) as outlined in the adopted Long-Term Plan and/or Annual Plan.

Community considerations

28. This memorandum and the associated recommendations have considered the views of the community, interested and affected parties and those views have been recognised in the preparation of this memorandum.

Legal considerations

29. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 1222199: [Taranaki Stadium Management Agreement](#)

TARANAKI STADIUM MANAGEMENT AGREEMENT

TARANAKI STADIUM TRUST

NEW PLYMOUTH DISTRICT COUNCIL

 **Simpson Grierson**
Barristers & Solicitors
Auckland & Wellington, New Zealand

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AGREEMENT DATED

27 June 2013.

PARTIES

1. **TARANAKI STADIUM TRUST (Trust)**
2. **NEW PLYMOUTH DISTRICT COUNCIL (Council)**

BACKGROUND

- A. The Trust is a charitable trust with its trustees incorporated as a board under the Charitable Trusts Act 1957 (registration number 1009182).
- B. The Trust was established in 1999, principally to develop, manage, operate and promote a Taranaki Events Centre complex at what was then known as Rugby Park, New Plymouth, for recreation, sporting and cultural activities to the advantage of all citizens in the Taranaki region.
- B. The Trust developed, and remains the owner of, the stadium in Taranaki currently operating under the name Yarrow Stadium (**Stadium**), being the stadium and associated facilities located on the land comprised in Certificate of Title TNH3/192.
- C. The Council has managed and operated the Stadium for the Trust under an agreement dated 11 May 2004 (as subsequently amended) (**Existing Agreement**).
- D. The Council and the Trust have agreed that the Council will continue to manage the Stadium, but wish to update and clarify the terms applying to such management. The Council and the Trust have entered into this Agreement accordingly.

THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions:** In this Agreement, unless the context indicates otherwise:

Agreement means this agreement, including the schedules, as may be subsequently amended by the parties;

Asset Management Plan means the asset management plan prepared by the Committee in respect of the Stadium under clause 8.1 of this Agreement;

Annual Budget means the major maintenance and capital works budget in respect of the Stadium prepared by the Committee under clause 9.2 of this Agreement, or prepared by the Council under clause 9.7 of this Agreement;

Capital Expenditure means expenditure for the acquisition, replacement, renewal, modernisation or expansion of an asset;

Commercial Arrangements has the meaning given to that term in clause 13.2;

Commencement Date means 1 July 2012;

Committee means the Taranaki Stadium Joint Committee referred to in clause 7.1;

General Maintenance means general non-major maintenance required to maintain the Facility in good working order, and includes those aspects of maintenance set out in the General Maintenance column in Schedule 2;

General Operating Budget means the budget covering General Maintenance and Operations Costs of the Stadium, as defined under clause 9.1;

GST means tax levied under the GST Act;

GST Act means the Goods and Services Tax Act 1985;

Major Maintenance means significant maintenance items carried out on a one-off or infrequent basis, and includes those aspects of maintenance set out in the Major Maintenance column in Schedule 2;

Operations Costs has the meaning given to that term in clause 9.1;

Working Day means any day (other than a Saturday or Sunday) on which registered banks are customarily open for business in Taranaki; and

Year means a 12 month period starting on 1 July.

1.2 Interpretation: In this agreement, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this agreement have the defined meaning throughout this agreement, including in the background section;
- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this agreement's interpretation;
- (c) **Parties:** references to any party include that party's executors, administrators, successors and permitted assigns;
- (d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this agreement. Each such schedule and attachment forms part of this agreement;

- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- (j) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. OBJECTIVE AND RELATIONSHIP

2.1 **Objective:** The purpose of this Agreement is to:

- (a) re-confirm the Council's appointment as manager of the Stadium;
- (b) define the management services that the Council will provide to the Trust in respect of the Stadium;
- (c) clarify the respective areas of responsibility for the Council and the Trust, and the role of the Committee; and
- (d) define the financial arrangements for funding of the management services.

2.2 **Relationship:** This Agreement recognises that the relationship between the Trust and the Council, as regards the Stadium, is one of interdependence and reflects a collaborative partnership working towards the same goal of providing services to meet the needs of the community. However, as regards their contractual relationship, the Trust and the Council are independent principals contracting with each other. Except to the extent expressly stated otherwise in this Agreement, nothing in this Agreement shall have the effect of creating a relationship of partnership, joint venture, employer/employee, or principal/agent or otherwise between the Trust and the Council.

3. APPOINTMENT

3.1 **Appointment:** The Trust appoints and the Council accepts appointment as the manager of the Stadium, on the terms and conditions set out in this Agreement.

3.2 **Replacement of existing agreement:** On and from the Commencement Date, this Agreement replaces and supersedes the Existing Agreement, and the Existing Agreement is terminated.

4. TERM

- 4.1 Term:** The term of this Agreement commences on the Commencement Date and continues until it is terminated under clause 19 below.

5. AREAS OF RESPONSIBILITY

- 5.1 Allocation of responsibility:** Subject to any specific provisions in this Agreement, the Trust and the Council agree that Schedule 1 sets out the respective general areas of responsibility for the Trust and the Council.

6. GENERAL OBLIGATIONS

- 6.1 General Obligations of Council:** In addition to the specific obligations set out in this Agreement, the Council will:

- (a) manage the day-to-day operation of the Stadium in accordance with the current Asset Management Plan;
- (b) carry out its management function in a prudent and responsible manner, at a standard equivalent to the standard the Council would apply if the Stadium was its own asset;
- (c) carry out General Maintenance and Major Maintenance in accordance with the current Asset Management Plan, the General Operating Budget and the Annual Budget;
- (d) fund the Operations Cost and General Maintenance cost, as provided for in clause 10;
- (e) act in good faith towards the Trust in respect of the operation and management of the Stadium;
- (f) ensure that the Stadium and all equipment installed in the Stadium is maintained to a high standard to enable it to be used for recreation, sporting, entertainment and cultural activities; and
- (g) advise the Trust of any matters within the Council's knowledge that may have material implications for the activities of the Trust in relation to the Stadium.

- 6.2 General obligations of the Trust:** In addition to the specific obligations set out in this Agreement, the Trust will:

- (a) facilitate the Council's management of the Stadium and promptly implement management or funding decisions as reasonably required by the Council;
- (b) fund all Major Maintenance and Capital Expenditure, as provided for in clause 10.3;

- (c) act in good faith towards the Council in respect of the Trust's role in the operation and management of the Stadium; and
- (d) advise the Council of any matters within the Trust's knowledge that may have material implications for the activities of the Council in relation to the Stadium.

7. TARANAKI STADIUM JOINT COMMITTEE

7.1 Formation of Committee: The parties acknowledge that a Committee (called the Taranaki Stadium Joint Committee) will be formed by the Council and the Taranaki Regional Council to provide local authority input into the management of the Stadium, as provided for in this Agreement, comprising:

- (a) two elected members from the Council; and
- (b) two elected members from the Taranaki Regional Council.

7.2 Role of Committee: The parties acknowledge that the Committee will:

- (a) oversee the preparation of proposed Asset Management Plans and Annual Budgets;
- (b) co-ordinate input from the Council and the Taranaki Regional Council on draft Asset Management Plans and Annual Budgets, and obtain confirmation of their acceptance of the same (including the implications it has for them in terms of underlying funding of the Stadium); and
- (c) recommend to the Trust whether or not the Trust should approve the Asset Management Plans and Annual Budgets.

The Committee's role is also set out in a draft 'Terms of Reference for Taranaki Stadium Joint Committee', agreed to by the parties. In the event of any change to such Terms of Reference, the Trust and the Council will discuss and agree any appropriate changes to this Agreement.

7.3 Recommendation not binding: To avoid doubt, the parties acknowledge that any recommendation of the Committee is not binding on the Trust.

8. ASSET MANAGEMENT PLAN

8.1 Asset Management Plan: The Committee will prepare an Asset Management Plan showing what work will be undertaken on the Stadium and the services that will be delivered, setting out, on a high level basis:

- (a) the manner in which the Stadium will be managed and operated during the following ten Years;
- (b) any proposals for capital works or development of the Stadium during the following ten Years; and
- (c) a basic budget for each of the Years covered by the Asset Management Plan.

8.2 Preparation of initial Asset Management Plan:

- (a) The Committee will prepare the initial Asset Management Plan for the ten Year period starting 1 July 2015.
- (b) Until 1 July 2015, there will be no Asset Management Plan.

8.3 Revision of Asset Management Plan: The Committee must prepare a new Asset Management Plan every three Years.

8.4 Process for preparing and approving Asset Management Plan: Subject to clause 8.2 (b):

- (a) The Council, as manager, will carry out physical preparation of the Asset Management Plan, under the oversight of the Committee, and will provide input into the content of the Asset Management Plan from its perspective as manager.
- (b) The draft Asset Management Plan will be prepared in August/September of the Year prior to the first Year covered by the Asset Management Plan.
- (c) Once the Committee accepts the draft Asset Management Plan (and no later than the end of September), it will forward the draft Asset Management Plan to the Council and the Taranaki Regional Council for confirmation of those Councils' formal approvals of the draft Asset Management Plan. The Committee will liaise with the Councils with a view to obtaining their approval by the end of October. Any approval by the Councils will be subject to their ability to re-assess their approval following public consultation as part of the Councils' Long Term Plan cycle.
- (d) When both the Council and the Taranaki Regional Council have approved the draft Asset Management Plan, the Committee will submit the draft Asset Management Plan to the Trust for approval, together with its recommendation that the Trust approve the Plan.
- (e) By the end of December (in the Year prior to the first Year covered by the Asset Management Plan) the Trust will confirm whether it approves the draft Asset Management Plan.
- (f) In the event that:
 - (i) the Trust is not willing to approve the draft Asset Management Plan; or
 - (ii) either the Council and the Taranaki Regional Council subsequently advises that it considers that an amendment to the draft Asset Management Plan is required as a result of the public consultation undertaken in respect of that Council's Long Term Plan cycle,

the Committee will consider appropriate changes to the draft Asset Management Plan and repeat the relevant parts of the preparation and approval process, within a timeframe that will allow for final approval of

the Asset Management Plan prior to 30 June in the Year prior to the first Year covered by the Asset Management Plan.

- (g) The timeframes and deadlines provided for above reflect, in part, the planning cycles of the Council and the Taranaki Regional Council (including the planning cycle for their Long Term Plans). In the event that there is any change to either Council's planning cycle, the Council and the Trust will agree appropriate changes to the timeframes and deadlines provided for above, so that the process remains workable for the Trust, the Council and the Taranaki Regional Council.

8.5 Implementation of the Asset Management Plan: Once approved (and subject to provision of funds in accordance with clause 10) the Council will implement the Asset Management Plan (as amended from time to time, if applicable).

8.6 Amendment to Asset Management Plan: The Committee may amend the Asset Management Plan earlier than the normal three year cycle, if it considers it prudent and appropriate to do so. Any material amendment will be submitted to the Council, the Taranaki Regional Council, and the Trust (for approval) in a similar manner to that provided for in clauses 8.4 .

9. ANNUAL BUDGET

9.1 General Operating Budget: On an annual basis the Council will prepare a General Operating Budget, which:

- (a) identifies planned General Maintenance during the Year;
- (b) covers General Maintenance;
- (c) covers the day to day management and operation costs (**Operations Costs**) of the Stadium; and
- (d) includes expected revenue generated by the Stadium.

The Council will prepare the General Operating Budget, based on the relevant Asset Management Plan. The Council will make the General Operating Budget available to the Trust on request. The Council may amend the General operating Budget from time to time, as it considers appropriate.

9.2 Annual Budget: Subject to clause 9.7, on an annual basis the Committee will prepare a Budget covering:

- (i) planned Major Maintenance during the Year; and
- (ii) capital works and developments proposed to be undertaken during the Year.

The Annual Budget will be based on the relevant Asset Management Plan.

9.3 Preparation of initial Annual Budget:

- (a) The Committee will prepare the initial Annual Budget for the Year period starting 1 July 2015.

- (b) Until 1 July 2015, the Annual Budgets for the 2012/13, 2013/14 and 2014/15 Years will be approved as provided for in clause 9.7.

9.4 Process for preparing and approving Annual Budget:

- (a) The Council, as manager, will carry out physical preparation of the Annual Budget, under the oversight of the Committee, and will provide input into the content of the Annual Budget from its perspective as manager.
- (b) The draft Annual Budget will be prepared in August/September of the Year prior to the Year covered by the Annual Budget.
- (c) Once the Committee accepts the draft Annual Budget (and no later than the end of September), it will forward the draft Annual Budget to the Council and the Taranaki Regional Council for confirmation of those Councils' formal approvals of the draft Annual Budget. The Committee will liaise with the Councils with a view to obtaining their approval by the end of October.
- (d) When both the Council and the Taranaki Regional Council have approved the draft Annual Budget, the Committee will submit the draft Annual Budget to the Trust for approval, together with its recommendation that the Trust approve the Annual Budget.
- (e) By the end of December (in the Year prior to the Year covered by the Annual Budget) the Trust will confirm whether it approves the draft Annual Budget.
- (f) In the event that the Trust is not willing to approve the draft Annual Budget the Committee will consider appropriate changes to the draft Annual Budget and repeat the relevant parts of the preparation and approval process, within a timeframe that will allow for final approval of the Annual Budget prior to 30 June in the Year prior to the Year covered by the Annual Budget.
- (g) The timeframes and deadlines provided for above reflect, in part, the planning cycles of the Council and the Taranaki Regional Council. In the event that there is any change to either Council's planning cycle, the Council and the Trust will agree appropriate changes to the timeframes and deadlines provided for above, so that the process remains workable for the Trust, the Council and the Taranaki Regional Council.

9.5 Implementation of Budgets:

- (a) The Council will carry out General Maintenance as provided for in the General Operating Budget; and
- (b) Once approved (and subject to provision of funds in accordance with clause 10), the Council will implement the Annual Budget (as amended from time to time, if applicable) and will carry out or arrange (as appropriate) Major Maintenance and items involving Capital Expenditure.

9.6 Amendment to Annual Budget: The Committee may amend the Annual Budget during the course of the relevant Year if it considers it prudent and appropriate to do so. The Committee will amend the Annual Budget if it considers that any

planned or unplanned Major Maintenance is required, and the costs associated with such will exceed the budgeted amount for such Annual Budget. Any material amendment will be submitted to the Council and the Taranaki Regional Council, and to the Trust (for approval), in a similar manner to that provided for in clause 9.4.

9.7 Annual Budgets for the 2012/13, 2013/14 and 2014/15 Years:

- (a) This clause 9.7 applies to the Annual Budgets for each of the 2012/13, 2013/14 and 2014/15 Years.
- (b) For each of the Years to which clause 9.7 applies, the Council, as manager, will carry out physical preparation of the Annual Budget, and will provide a draft Annual Budget for each Year to the Council and the Taranaki Regional Council for those Councils' formal approvals.
- (c) When both the Council and the Taranaki Regional Council have approved the draft Annual Budget, the Council will submit the draft Annual Budget to the Trust for approval.
- (d) The Trust will confirm whether it approves the draft Annual Budget.
- (e) In the event that the Trust is not willing to approve the draft Annual Budget, the Council will consider appropriate changes to the draft Annual Budget and repeat the relevant parts of the preparation and approval process outlined in this clause 9.7.
- (f) The parties will carry out their roles under this clause 9.7 without undue delay, with an expectation that the Trust will have approved the Annual Budgets by no later than:
 - (i) the end of September 2013 for the Annual Budgets for the 2012/13 and 2013/14 Years; and
 - (ii) the end of June 2014 for the Annual Budget for the 2014/15 Year.
- (g) The Council will have the equivalent power of amendment given to the Committee under clause 9.6 in relation to the Annual Budgets, although any material amendment must be approved in a similar manner to that provided for in this clause 9.7.
- (h) Clauses 9.4 and 9.6, and the requirement in clause 9.2 that the Annual Budget be based on the relevant Asset Management Plan, will not apply to the Annual Budgets.

10. FUNDING

10.1 General principles: The general principles adopted in relation to funding are that:

- (a) the Council will fund General Maintenance and Operations Costs;
- (b) the Council is entitled to receive all revenue generated from the Stadium, including revenue from hireage and operation of the Stadium and other

Commercial Arrangements, which revenue will be applied to the Council's costs of General Maintenance and the Operations Costs of the Stadium;

- (c) the Trust will fund all Major Maintenance and Capital Expenditure.

10.2 Payment for General Maintenance and Operations Costs:

- (a) The General Operating Budget shall be funded by the Council (unless the Annual Budget provides for any part of such cost to be funded by the Trust, in which case such amount will be paid as provided for in the Annual Budget).

10.3 Funding of Major Maintenance and Capital Expenditure The Trust will meet the cost of all:

- (a) Major Maintenance; and
(b) Capital Expenditure.

The manner in which such funding shall be made available (eg. payment to the Council or direct payment to third parties) will be as agreed by the Council and the Trust as part of the Asset Management Plan and the Annual Budget.

11. INSURANCE

11.1 Insurance of the Stadium: The Council, the Committee and the Trust will discuss, as part of the Asset Management Plan process:

- (a) the appropriate types and amounts of insurance cover that should be maintained in respect of the Stadium (but final decision as to the extent of insurance will lie with the Trust); and
(b) the most cost effective manner for putting in place such insurance cover (including whether it is possible and appropriate for some cover to be obtained under the Council's own insurance arrangements).

If requested by the Trust, the Council will be responsible for putting in place insurance as per the position agreed in the Asset Management Plan. The costs associated with such insurance will be met by the Trust, in addition to any other payments provided for under this Agreement.

11.2 Public liability: The Council must maintain a public liability policy with an approved insurance company for a sum of not less than \$20,000,000.00.

12. MEETING AND REPORTING

12.1 Records: The Council will maintain complete and accurate records relating to its management of the Stadium, and will make the same available to the Trust on request.

12.2 Reporting: The Council will provide a formal report to the Trust and the Committee every six months, outlining progress against the Asset Management Plan and Annual Budget.

13. THIRD PARTY CONTRACTS

13.1 Existing Arrangements: The Council has assumed management of the Stadium subject to all existing leases, licences, contracts (including sponsorship arrangements), naming rights, and all other obligations and agreements entered into by or on behalf of the Trust. A list of the existing leases of the Stadium is set out in Schedule 3 of this Agreement.

13.2 Role of Council: As part of its management role, the Council:

- (a) will be responsible for negotiating all commercial arrangements with third parties (**Commercial Arrangements**) relating to the operation of the Stadium, including:
 - (i) leases, licences and other occupation rights;
 - (ii) venue and facility hire agreements and other arrangements for the use of the Stadium;
 - (iii) arrangements for the carrying out of works and provision of services at the Stadium; and
 - (iv) advertising and sponsorship arrangements;
- (b) may, on behalf of and as agent for the Trust, enter into non-material Commercial Arrangements provided the terms of such are consistent with principles and limitations set out in the Asset Management Plan ;
- (c) will present other Commercial Arrangements to the Trust for execution by the Trust;
- (d) will manage, administer and deal with Commercial Arrangements on behalf of the Trust according to the terms of those arrangements and as the Council otherwise considers reasonable (including agreeing to any amendment, termination, waiver or similar);
- (e) is entitled to receive all revenue generated from the Commercial Arrangements; and
- (f) keep the Trust informed as to the material Commercial Arrangements, and any issues relating to such Commercial Arrangements.

13.3 Trust approval of material Commercial Arrangements: The Trust will approve and execute Commercial Arrangements as presented by the Council, provided such Commercial Arrangements are consistent with this agreement and the Asset Management Plan.

13.4 Status of Commercial Arrangements: Notwithstanding that the Council may enter into some Commercial Arrangements for and on behalf of the Trust, the Trust acknowledges that all such Commercial Arrangements are entered into at the Trust's risk and the Council shall not have any liability to the Trust (except to

the extent that any liability arises as a result of the Council's failure to comply with its obligations under this Agreement). To the extent that any potential claim, liability or other material issue arises under such Commercial Arrangements (outside of the course of day to day management of such arrangements):

- (a) the Council will notify the Trust of the matter; and
- (b) the Council will, at the cost of the Trust, take such action as the Trust reasonably requires in relation to such issue and provide all reasonable assistance to the Trust to resolve such issue.

14. GST

14.1 Cooperation of Parties: Each party acknowledges that the other party is a registered person under the GST Act and the parties agree to cooperate in good faith to enable each other to comply with their respective obligations under the GST Act in relation to this agreement and the Stadium operations.

14.2 This Agreement: The parties agree that:

- (a) the Trust is making available to the Council the full amount of all revenue generated from the hireage and operation of the Stadium and other Commercial Arrangements from time to time under this agreement, including any such revenue in excess of the General Maintenance and Operations Costs to be funded by the Council, in consideration for the Council undertaking its management role in respect of the Stadium under the terms of this agreement (**the Council's supply**);
- (b) the Council is funding the full amount of General Maintenance and Operations Costs, including any such costs in excess of the revenue generated from the hireage and operation of the Stadium and other Commercial Arrangements, in consideration for the Trust continuing to make the Stadium available to the Council, and working with the Council, on terms that recognise the importance of the Stadium as a regionally significant community asset situated in the Council's district (**the Trust's supply**);
- (c) accordingly at the end of each month or other period as agreed by the parties:
 - (i) the Council will issue to the Trust a tax invoice for the Council's supply, with the total GST-inclusive consideration for the supply matching the GST-inclusive amount of the revenue generated from the hireage and operation of the Stadium and other Commercial Arrangements for the relevant period; and
 - (ii) the Trust will issue to the Council a tax invoice for its supply, with the total GST-inclusive consideration for the supply matching the GST-inclusive amount of General Maintenance and Operations Costs for the relevant period.

14.3 Stadium Operations: Without limiting the generality of clause 14.1, the Council will assist the Trust in relation to the Trust's preparation and filing of the Trust's GST returns in relation to the Stadium operations, including confirmation of the revenue and expenses to be included in such returns, and its compliance with any

other record-keeping and filing obligations under the GST Act in relation to the Stadium operations.

14.4 Interpretation: Unless the context requires otherwise, words and phrases used in this clause 14 have the same meaning as those words and phrases have when used in the GST Act.

15. WARRANTIES

15.1 Each party warrants to the other that:

- (a) it has obtained all authorisations and has done all things necessary in order to enter this Agreement and to perform its obligations under this Agreement; and
- (b) it is not aware of anything which will, or might be reasonably expected to, prevent that party from performing, or impair that party's performance of, its obligations under this Agreement in the manner and in the times contemplated by this Agreement.

16. LIABILITY

16.1 General approach to liability:

- (a) The parties will negotiate in good faith to address any liability that may arise for either the Trust or the Council relating to the management, maintenance or operation of the Stadium.
- (b) Each party will take reasonable steps to mitigate any loss, cost or damage to the Stadium itself or that may be incurred or suffered by either party in relation to this Agreement.
- (c) Neither party shall be liable to the other (whether in tort, contract, equity or otherwise) for any consequential loss or damage suffered by the other, including any loss of revenue, loss of profit, loss of goodwill or cost of capital.

16.2 Limit on Council's liability: The total aggregate liability of the Council to the Trust arising out of or in connection with this Agreement (whether in tort, contract, equity or otherwise) is limited in any Year to \$100,000.

16.3 Trust liability: The Council acknowledges that the trustees of the Trust are incorporated as a board and that the contracting party is the incorporated board of trustees, not the individual trustees of the Trust. The liability of the board is limited to the extent of the net assets of the Trust.

16.4 Force majeure: Neither party will be liable to the other party for failure or delay in the performance of any of its obligations under this Agreement if, and to the extent that, such failure or delay is because of any matter or thing beyond the reasonable control of that party.

17. ASSIGNMENT AND SUBCONTRACTING

17.1 Subcontracting: The Council may subcontract any of its responsibilities under this Agreement to one or more subcontractors, provided that the Council will remain liable under this Agreement for any of its obligations that are subcontracted.

17.2 Assignment: Neither party may assign its interest in this Agreement unless the prior written consent of the other party has been obtained (such consent not to be unreasonably withheld).

18. VARIATIONS

18.1 Variation: Any variation to this Agreement must be in writing and signed by both the Council and the Trust.

19. TERMINATION

19.1 Termination: This Agreement may be terminated in any of the following circumstances:

- (a) by written agreement between the parties;
- (b) by either party on 20 Working Days' notice in writing if:
 - (i) the other party fails to comply with any obligation imposed on it under this Agreement, and either:
 - (A) the failure is unable to be remedied; or
 - (B) the failure continues for 20 Working Days after the date written notice has been given to the defaulting party by the other party requiring the failure to be remedied; or
 - (ii) the other party commits an act of bankruptcy or an act of insolvency, goes into liquidation or becomes liable to be placed into liquidation, has a receiver, liquidator, manager or statutory manager appointed, cannot pay its debts or is taken to be unable to pay its debts, or enters into any arrangement or compromise with creditors generally;
- (c) by the Council on 40 Working Days' notice if there is a change (or pending change) in the statutory framework under which the Council operates which materially affects its ability to comply with this Agreement; or
- (d) at the end of a Year, in the event that either party gives notice at least 12 months prior to the end of that Year that it wishes to terminate the Agreement.

19.2 Effect of termination: Any termination will be without prejudice to the rights of either party against the other in regards to any breach of any of the provisions contained or implied in this Agreement prior to the termination of this Agreement.

20. DISPUTE RESOLUTION:

20.1 Dispute: If a party alleges by written notice to the other party that a dispute has arisen under this agreement, whether during or after the expiry of the Term, the parties will each appoint representatives who will meet and endeavour to resolve the dispute.

20.2 Mediation:

(a) If the parties are unable to resolve the dispute within 14 days from the date of receipt of notice of the dispute (or within a longer period as the parties agree is appropriate), either party may refer the dispute to a mediator.

(b) If the parties are unable to agree on a mediator within 14 days of receipt of the notice of referral, either party may request the President of the Taranaki District Law Society to appoint a mediator for them.

(c) Each party must pay half of the mediator's costs and disbursements.

20.3 Arbitration: If the parties are unable to resolve the dispute with the mediator's assistance within 21 days from the appointment of the mediator (or within a longer period as the parties agree is appropriate), either party may refer the dispute to arbitration. The arbitration will be carried out following the provisions of the Arbitration Act 1996.

21. CONFIDENTIALITY:

21.1 Confidentiality: Each party will maintain as confidential at all times, and will not at any time, directly or indirectly:

(a) disclose or permit to be disclosed to any person;

(b) use for itself; or

(c) use to the detriment of the other party;

any information which it may acquire during the Term or may have already acquired concerning the other party and its operations except:

(d) as required by law;

(e) as is already or becomes public knowledge, otherwise than as a result of a breach, by the party disclosing or using that confidential information, of any provision of this agreement;

(f) as authorised in writing by the other party;

(g) to the extent reasonably required by this Agreement (and, without limiting the effect of this clause, a party may disclose confidential information only to those of its officers, employees or professional advisers, on a "need to know" basis, as is reasonably required for the implementation of this agreement).

21.2 Official information: The Trust acknowledges that the Council is subject to the Local Government Official Information and Meetings Act 1987 (**LGOIMA**) and that under that Act the Council may be requested to release certain official information about the Agreement. In the event that the Council receives a request that relates to confidential information regarding this Agreement, the Council will advise the Trust of such request and the extent to which such information is to be released.

22. ENTIRE AGREEMENT

22.1 Entire Agreement: This Agreement:

- (a) constitutes the entire understanding and agreement of the parties on the subject matter of this Agreement; and
- (b) supersedes and extinguishes all prior agreements and understandings between the parties on the subject matter of this Agreement.

23. GENERAL

23.1 Notices: All notices or other communications permitted or required to be given under this Agreement must be in writing and must be either:

- (a) delivered by hand;
- (b) sent by pre-paid registered mail; or
- (c) sent by facsimile transmission;

to the recipient at the following address or facsimile number, or at another address specified by a notice:

If to the Council:

The Chief Executive
New Plymouth District Council
Liardet Street
Private Bag 2025
NEW PLYMOUTH
Facsimile: (06) 759 6072

If to the Trust:

The Trustees
Taranaki Stadium Trust
c/- Taranaki Regional Council
Private Bag 713
STRATFORD
Facsimile: (06) 765 5097

23.2 Delivery of Notices: Any notice will be taken to have been validly given:

- (a) if delivered by hand, on personal delivery to the recipient or to the address listed above;
- (b) if sent by registered mail, on the second Working Day following the date it was mailed; or
- (c) if sent by facsimile transmission, on confirmation of transmission to the intended recipient by the sender's facsimile machine;

provided that any notice delivered or facsimile sent after 5.30 pm on a Working Day, or at any time on a non-Working Day, will be taken to have been received at 8.00 am on the next Working Day.

23.3 Public announcements: Except as required by law, no party shall make any public announcement or other communication about this Agreement without consent from the other party.

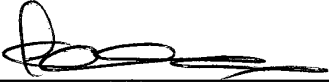

23.4 Counterpart execution: This Agreement may be executed in any number of counterparts. Each counterpart will be taken to be an original. Any party may enter into this agreement by executing any counterpart.

23.5 Waiver: Any delay or failure by a party to exercise, in whole or in part, any right, power, or remedy under this Agreement will not operate as a waiver of that right, power, or remedy. A waiver of any breach of any provision of this Agreement will not be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed. The waiver of any breach will not be, or be taken to be, a waiver of any other subsequent breach.

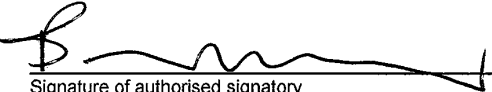
23.6 Governing Law: This Agreement is governed by and interpreted according to the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the New Zealand Courts in respect of any dispute or proceedings arising out of this Agreement.

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of **TARANAKI STADIUM TRUST** by:

<p>Frank Clemens Versteeg Full name of trustee</p>	 <hr/> <p>Signature of Trustee</p>
<p>Barry McMillan Rollo Full name of trustee</p>	 <hr/> <p>Signature of Trustee</p>

SIGNED for and on behalf of **NEW PLYMOUTH DISTRICT COUNCIL** by:

<p>CEO Full name of authorised signatory</p>	 <hr/> <p>Signature of authorised signatory</p>
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SCHEDULE 1

GENERAL ALLOCATION OF RESPONSIBILITY BETWEEN THE COUNCIL AND THE TRUST

AREA	COUNCIL ROLE	TRUST ROLE
<p>Building Fit for its Purpose</p>	<ul style="list-style-type: none"> • Undertake actions and provide such operational fixtures and equipment as required to ensure the building can continue to be used as a sports stadium and events venue. • Ensure the Stadium's general compliance with relevant legislative standards including: <ul style="list-style-type: none"> • Building Act 1991 & 2004 & Building Regulations 1993. • Resource Management Act 1991, 2004 & 2005. • Fire Safety & Evacuation of Buildings Regulations 2006. • Fire Services Act 1975 & Fire Services Regulations. • Health & Safety in Employment Act 2002. • New Plymouth District Plan. • New Plymouth District Council Bylaws. • Accessibility Code NZS 4121. 	<ul style="list-style-type: none"> • Fund any capital expenditure required to maintain the Stadium's compliance with relevant legislative standards including: <ul style="list-style-type: none"> • Building Act 1991 & 2004 & Building Regulations 1993. • Resource Management Act 1991, 2004 & 2005. • Fire Safety & Evacuation of Buildings Regulations 2006. • Fire Services Act 1975 & Fire Services Regulations. • Health & Safety in Employment Act 2002. • New Plymouth District Plan. • New Plymouth District Council Bylaws. • Accessibility Code NZS 4121.
<p>Building Maintenance</p>	<ul style="list-style-type: none"> • Develop and implement Annual Budget • Fund and carry out General Maintenance • Attend to items of maintenance in a timely manner and to the best of trade standards. • Conduct monthly inspections of the building to ensure acceptable standards of maintenance and presentation are maintained; and • Maintain competitive contracts for building services and maintenance and ensure satisfactory performance under these contracts. • Implement and oversee Major Maintenance as may be agreed with Trust 	<ul style="list-style-type: none"> • Approve Annual Budget • Fund Major Maintenance (and implement and oversee Major maintenance if not being implemented/overseen by Council)

<p>Occupancy and Use</p>	<ul style="list-style-type: none"> The Council will obtain all permits and consents to allow the Stadium to be used for its purpose as a sports stadium and venue. No activities or actions are to be permitted or undertaken that would void the building insurances. 	
<p>Property Management/Commercial Arrangements</p>	<ul style="list-style-type: none"> Negotiate Commercial Arrangements Enter into non material Commercial Arrangements on behalf of Trust Manage commercial arrangements 	<ul style="list-style-type: none"> Enter into material Commercial Arrangements as negotiated by Council Risk associated with commercial arrangements lies with Trust
<p>Capital Expenditure & Asset Management Planning</p>	<ul style="list-style-type: none"> Develop overall Asset Management Plan Propose Major Maintenance, Capital Expenditure and development projects to Trust for approval Implement and oversee Major Maintenance, Capital Expenditure and development projects as may be agreed with Trust. 	<ul style="list-style-type: none"> Approve Asset Management Plan Approve and fund Major Maintenance, Capital Expenditure and development projects

**SCHEDULE 2
MAINTENANCE CATEGORIES**

Major Maintenance	General Maintenance	Operations Costs
A: Building and Stadium	A: Building and Stadium	
Building compliance costs		
Structural repairs	Non-major internal repairs and alterations for staff and tenants	Cleaning, including toilet paper, sanitary requirements, towels & soap
Work to ensure water tightness (or remedy water tightness issues)		Disposal of rubbish
External painting (excluding graffiti removal)		Security operations
Roof replacement & painting		Energy - Electricity
Spouting & downpipe replacement & repair		Energy - Natural Gas
Lift maintenance & repairs		Rates
Plumbing & drainage system replacement & repairs	Blocked drains & toilet blockages	Water Supply Charges
Exterior cleaning/washdown (Chemwash)		
Electrical system replacement & repairs	Day to day electricity & gas maintenance. Fuses & day-to-day electrical repairs	
Interior (cyclic) redecoration		
Air system maintenance(Heating , ventilation , air conditioning)		Furniture purchase, replacement & repairs
Fire systems & fire-fighting equipment		Asset Management Plan costs
Security cameras replacement & repair	Security & fire alarms monitoring	
Security & Fire alarms replacement & repair		

Floor covering replacement	Floor covering repairs
Exterior glass replacement & repair	Internal glass repairs. Broken windows, vandalism etc.
Access Control (electronic or key)	Replacement keys and fobs
Fixed seating purchase, replacement & repairs	
Accessibility requirements	
Indoor & Outdoor lighting, circuitry replacement & repair	Lighting operations and minor repairs. Light bulb replacement.
Lighting towers maintenance	
Car park resealing	
Scoreboard maintenance	Scoreboard operations
Permanent Signage	Commercial and event signage
Sound System/PA	
Drapes and window treatments	
Perimeter fencing and gates	
B: Building Fit out and Ancillary Services	B: Building Fit out and Ancillary Services
Kitchen fit out replacement. Stoves, ovens, refrigerator & dishwasher/extractors	Minor repairs to Kitchen fit out and white ware
Generator maintenance	Generator operating costs and minor maintenance
C: Turf and Grounds Maintenance	C: Turf and Grounds Maintenance
Major turf and irrigation renewals	Mowing, verti-draining, rolling, weed control, fertiliser, irrigation, minor maintenance, renovations and marking
	Building surrounds & gardens maintenance

**SCHEDULE 3
EXISTING LEASES AND AGREEMENTS OF THE STADIUM**

Lessee	Start	Term	Final expiry date	Type of agreement
Taranaki Rugby Football Union	1 November 2002	10	20 October 2012	Lease eastern grandstand
Taranaki Rugby Football Union	15 August 2008	2.3+1+1	31 December 2012	Agreement to hire rugby park
Taranaki Rugby Football Union Inc	19 July 2012	1.5	31 December 2013	Food and beverage services
TSB Bank	18 November 2012	3	17 November 2015	Naming rights - Eastern stand
Taranaki Rugby Supporters Club	1 September 2003	10+5	31 August 2018	Lease eastern grandstand
TSB Community Trust	23 October 2003	10+5	22 October 2018	Scoreboard naming rights
Vodafone NZ Ltd	1 November 2001	5+5+5+5	31 October 2021	Telecommunications lease
Yarrows (the Bakers) 2011 Limited	9 March 2002	10+10	7 March 2022	Stadium naming rights
Noel Henry and Melva Doreen Yarrow	11 May 2004	8yr 1.5mth + 10	31 June 2022	Naming rights - Western stand + scoreboard
Telecom Mobile Ltd	1 April 2010	6+6+6	31 March 2028	Telecommunications lease
Two Degrees Mobile Ltd	1 August 2012	6+6+6	31 July 2030	Telecommunications lease
Taranaki Sports Trust Board	1 March 2007	20+15	28 February 2042	Ground lease
Fortress Information Systems LTD	1 March 2012	3+3	Thereafter continues 5 yr periods until terminated	Ticketing agreement



Date:	29 October 2024
Subject:	Approach to the Preparation of the 2025/2026 Annual Plan
Author:	M J Nield, Director – Corporate Services
Approved by:	S J Ruru, Chief Executive
Document:	3316833

Purpose

1. The purpose of this memorandum is to seek initial views and guidance on the direction that Council would like to pursue in preparing and adopting the 2025/2026 Annual Plan.

Executive Summary

2. In May 2024, Council adopted its 2024/2034 Long-Term Plan, which sets the strategic direction, levels of service, programmes of work and estimates for the next ten years. The next Long-Term Plan review is set for 2027. In the intervening years (i.e. 2025/2026 and 2026/2027), Council is required to adopt an Annual Plan that is generally expected to be consistent with the Long-Term Plan.
3. Since much of the strategic work on which the 2024/2034 Long-Term Plan was developed, there have been a number of changes in the overall operating environment, including changes in Government policy settings and the level of risk relating to the level of dividends the Council might expect to receive from Port Taranaki.
4. Given the rapidly changing operating environment this report seeks guidance on how Council would like to proceed with development of the 2025/2026 Annual Plan. The report outlines four high level options being to:
 - continue with the strategic outcomes, levels of service, activities, programmes and budgets set for 2025/2026 in the 2024/2034 Long-Term Plan
 - look to modify the 2025/2026 Annual Plan to reflect the changing circumstances faced by local government generally and the Council specifically, but as much as possible continue with the priorities set in the 2024/2034 Long-Term Plan
 - significantly reduce the strategic outcomes, levels of service, activities, programmes and budgets set for 2025/2026 in the 2024/2034 Long-Term Plan
 - increase the strategic outcomes, levels of service, activities, programmes and budget set for 2025/2026 in the 2024/2034 Long-Term Plan.
5. Staff consider that the option of modifying the Annual Plan to reflect the changing circumstances whilst maintaining Council's overall direction and strategic priorities is an appropriate response. This approach will also create time for a more comprehensive assessment of the long-term implications of the changing environment and what an appropriate response might be to be considered as part of development of the 2027/2037 Long-Term Plan.

Recommendations

That Taranaki Regional Council:

- a. receives the memorandum entitled "Approach to the Preparation of the 2025/2026 Annual Plan"
- b. provides guidance and feedback to inform the process of preparing and adopting the 2025/2026 Annual Plan, noting the key options of continuing with the 2025/2026 plans from the 2024/2034 Long-Term Plan, amending the 2025/2026 plans based upon the changing environmental background, decreasing the levels of service proposed for 2025/2026 or increasing the levels of service for 2025/2026
- c. determines that this decision be recognised as not significant in terms of section 76 of the Local Government Act 2002
- d. determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with section 79 of the Act, determines that it does not require further information, further assessment of options or further analysis of costs and benefits, or advantages and disadvantages prior to making a decision on this matter.

Background

6. In May 2024, Council completed a comprehensive and lengthy process, to develop and adopt its 2024/2034 Long-Term Plan. This process included many strategic building blocks, such as an extensive review of the performance management framework, the revenue and financing policy and asset management plans (gardens and flood control schemes), as well as determining how Council might best deliver on its existing suite of regional policies, plans and strategies. A comprehensive public consultation and engagement process was completed following development of the draft plan and consultation document. The finalised 2024/2034 Long-Term Plan sets the strategic direction, levels of service, programmes of work and estimates for the next ten years. The next Long-Term Plan review is set for 2027.
7. The planning framework in the Local Government Act 2002 is designed with an expectation that local authorities will put significant effort into their long-term plan and then have a stream-lined, exceptions based, approach for the preparation of annual plans in the years in-between long-term plans. Indeed, if there are no material differences between the long-term plan and the annual plan for any particular year, then there is no further obligation to undertake public consultation and engagement.
8. Having just completed the 2024/2034 Long-Term Plan and commencing the process of developing the 2025/2026 Annual Plan, the Council has options, that it should form a view on, to guide the preparation of the Annual Plan. Specifically, does it want to:
 - continue with the strategic outcomes, levels of service, activities, programmes and budgets set for 2025/2026 in the 2024/2034 Long-Term Plan?
 - look to modify the 2025/2026 Annual Plan to reflect the changing circumstances faced by local government generally and the Council specifically, but as much as possible continue with the strategic outcomes, levels of service, activities, programmes and budgets set for 2025/2026 in the 2024/2034 Long-Term Plan?
 - in response to the changed environment, significantly reduce the strategic outcomes, levels of service, activities, programmes and budgets set for 2025/2026 in the 2024/2034 Long-Term Plan?
 - increase the strategic outcomes, levels of service, activities, programmes and budget set for 2025/2026 in the 2024/2034 Long-Term Plan?

Issues

9. The issue being addressed is to allow Council the opportunity to provide guidance on the approach to be taken in preparing the 2025/2026 Annual Plan. In particular, does the Council wish to continue the direction adopted for 2025/2026 in the 2024/2034 Long-Term Plan or does it want to modify it in some way? This includes providing clarity on the strategic priorities, programmes of work and budgets that will be set for 2025/2026?

Planning considerations/principles

10. In thinking about long-term strategic planning and, in particular its priorities for 2025/2026, there are a number of longer term focuses that should be considered hand-in-hand with addressing the short-term factors facing the Council. These include:

What is your vision for Taranaki?	Do you want a thriving and prosperous Taranaki? What should the Council's role in the achievement of that vision be? Much of the work that Council does, along with the investments that it makes, contribute to economic growth and the vitality of the region. Reducing its work programme could contribute to a slowing of economic growth and overall community well-being.
Should we look to protect our investments to date?	Council has many long-standing programmes and investments that, if it does not continue to invest in, there is a real risk that the programmes/assets will go backwards and the investment to date will be compromised or lost.
The importance of a strong regional voice	There is a need for/advantage in having a strong regional voice/presence that can work collaboratively at a local level and be seen as part of a Taranaki view at a national level. If Council doesn't continue to invest, then some of these initiatives will be lost or not proceed.
We need to move forward to stand still	In many areas, the region needs to continue to be involved/invested in programmes to maintain the status quo given, for example, the expected impact of factors such as climate change. Many other areas/regions are increasing investments in programmes. If Taranaki does not match these increases, it will fall behind.
We need to protect the investments we have made in the organisation	Over the last few years, Council has made considerable investments in its people, processes and technology. Again, to reduce/eliminate these investments will put the organisation at higher risk of not being successful as well as risking losing the value of the investments made to date.

What has changed?

11. Since Council adopted the 2024/2034 Long-Term Plan in May 2024, there have been a number of changes in background factors that impact the environment in which it operates. To varying degrees,

the impact of these changes will need to be considered/addressed in preparing the 2025/2026 Annual Plan.

12. Three of the key changes are:
 - the impact of energy shortages on the methanol trade through Port Taranaki. This has had an adverse impact on the port's revenue, profits and dividends
 - the Government expectations of local government to control expenditure and rates increases by focusing on the basics and service delivery rather than the "nice-to-haves"
 - the ongoing financial challenges of the economic recession, including increased unemployment, inflation and high interest rates on the communities we serve.

Port Taranaki dividends

13. With the high energy prices and the shortage of gas over winter, Methanex decided to have a three-month period where they sold their gas to electricity generators rather than produce methanol. There remains ongoing uncertainty over gas supplies to Methanex. This has resulted in a downturn in trade through the port and adverse impacts on revenue, profitability and dividends. The first dividend payment for 2024/2025 was \$3M against a budget of \$4M. The second and final dividend for 2024/2025 will be declared in February 2025. At this stage, the quantum of that dividend is unknown.
14. The Board and management of Port Taranaki Limited are working through the strategic and operational responses it might make to Methanex's decisions. At this stage, they are unable to confirm dividend levels for 2025/2026 and subsequent years. It is unclear whether this is a temporary impact on dividends or whether there will be a longer-term impact.
15. The Long-Term Plan acknowledges that Port Taranaki dividend streams are the highest financial risk faced by the Council. Risk mitigation strategies are identified and are being implemented including the use of the Dividend Equalisation Reserve (DER) to manage fluctuations in dividend levels. The first few years of the Long-Term Plan use the DER to 'balance the books' with the later years using rates to repay the DER to its starting level. This approach was supported by both the community and the auditors.
16. For the 2025/2026 and 2026/2027 Annual Plans, it is recommended that this approach continue to be used. This will have the impact of accelerating the use of the DER over the next two years and increasing the level of reinvestment required in the DER for the following years. This does run the risk of the DER going into a negative balance in the short-term. If this occurs then effectively, the Council will use the strength of its balance sheet to fund short-term deficits by borrowing.
17. The 2024/2034 Long-Term Plan has an opening DER balance of \$3.8M (1 July 2024), which reduces to \$0.8M by 30 June 2027 before returning to \$8.1M by 30 June 2034. Any additional use of the DER for 2025/2026 would drop the balance quicker, but the repayments in later years recuperate that expenditure. The forecast use of the DER in the LTP is \$1.7M in 2025/2026 and \$0.4M in 2026/2027. Repayments to the DER commence in 2027/2028 (refer to Page 101 of the 2024/2034 Long-Term Plan).
18. As an example, if the Council needed to use an additional \$1M for each of 2025/2026 and 2026/2027, then the impact of reduced dividends and assuming no changes to rating levels from those set out in the current LTP, the DER balance would be:

1 July 2024	\$3.832M
30 June 2026	\$0.256M
30 June 2027	(\$1.185M)
30 June 2034	\$6.141M

If this rose to \$2M for each year, and again, with no changes in rates then the DER balance would be:

1 July 2024	\$3.832M
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30 June 2026	(\$0.743M)
30 June 2027	(\$3.185M)
30 June 2034	\$4.141M

19. One of the key advantages of utilizing the DER in this manner is that it gives both Port Taranaki Limited and the Council time, ahead of the 2027/2037 Long-Term Plan, to revisit plans and strategies to accommodate dividend levels at either current or reduced levels.

Government expectations

20. Government policy in relation to economic and financial management of the NZ economy and the public sector is significantly different from the previous regime. They have adopted a more conservative fiscal policy and are looking to reduce the level of 'discretionary' government spending and move back to an operating surplus over time. Core crown expenditure does continue to increase, however, and there is a reliance on increased economic growth generating increased taxation revenue to support the projected return to a balanced budget.
21. Since the October 2023 central Government elections, most NZ local authorities, in responding to the demands on them, including policy and legislation settings imposed by the previous government, and the broader economic environment in which they operate, which includes high levels of inflation, adopted their 2024/2034 long-term plans. The majority of these plans had sizeable (i.e. 15% to 20%) rate increases in 2024/2025. Rates increases for the subsequent years were lower, but higher than the rate of inflation. In many cases these reflect, significant capital works programmes, which have been developed, to address historical infrastructure deficits. In light of the changed Government policy settings and the financial burdens faced by many communities, there has been a level of criticism and push-back on local authority rates increases.
22. In response, the Government, at the LGNZ Conference, announced a series of initiatives including:
- streamlining the purpose of local government provisions in the Local Government Act 2002
 - investigating performance benchmarks for local councils, similar to the approach some Australian states apply to their local authorities
 - investigating options to limit council expenditure on "nice-to-haves"
 - reviewing the transparency and accountability rules that apply to councils.
23. A number of these initiatives have been applied by previous governments with limited impact on local government activity.

Overview of Council activities and costs

24. The majority of Council's expenditure, in excess of 80%, is on core legislative or government policy driven activities. There is limited scope to reduce expenditure in these areas until there is a significant change in those legislative settings. The following table gives an initial overview of Council's expenditure and approach.

Activities	Is this a core Council activity	2025/2026 LTP Budget	Approach/Notes
Resource management			
Resource management planning	Yes	\$2,797,000	This is a core legislated obligation. The key focus is updating the 20-year-old fresh water plan and regional policy statement.

Activities	Is this a core Council activity	2025/2026 LTP Budget	Approach/Notes
Resource consent processing	Yes	\$2,428,000	This is a core legislated obligation. Activity is demand and regional plan driven. This activity is majority funded by user charges.
Compliance monitoring	Yes	\$6,189,000	This is a core legislated obligation on the Council. Activity is demand and regional plan driven. There is significant user charge funding.
Pollution Incidents and response	Yes	\$1,538,000	This is a core legislated obligation. Activity is demand driven. This is funded by user charges where the polluter can be identified and Council has the tools to charge. Some revenue can be derived from fines but often the cost of enforcement activity exceeds the revenue.
State of the environment monitoring	Yes	\$5,179,000	This is a core legislated obligation. There has been growth in this area as we respond to increased demands for monitoring to meet national standards. If the standards are reduced, Council could look to reduce its commitments.
Environmental science investigations	Yes	\$1,089,000	This is a core legislated obligation on the Council. It is obliged to make decisions based upon scientific knowledge and understanding. Council can invest less in this area but it will compromise its understanding and ability to make sound policy decisions. This also creates increased risk of decisions being successfully challenged.
Catchment management			
Sustainable land management	Yes	\$4,919,000	This is a core legislated obligation. There has been growth in this area as Council responds to increased demands to meet national standards.
Catchment enhancement	Yes	\$1,208,000	This is a core legislated obligation. This is largely the spending of Government STRESS funding. Reducing expenditure will have little impact on rates.
Biodiversity	Yes	\$2,696,000	This is a core legislated obligation. This is an area in which the demand for resources exceeds supply. Reduced investment will have an adverse impact on Council's biodiversity protection activities. Community demand for increased investment is high.
Biosecurity	Yes	\$5,689,000	This is a core legislated obligation. The key unknown in this area is the predator-free programme. Does Council continue with its local share investment to protect

Activities	Is this a core Council activity	2025/2026 LTP Budget	Approach/Notes
			previous investments? Similarly, does it continue to invest in the maintenance of the self-help programme?
Waitara River catchment	No but obligation created from separate legislation	\$354,000	This expenditure will be driven by the new Waitara River committee and its strategy. Expenditure will be funded by the land sale proceeds with minimal impact on rates.
Transport			
Transport planning and services	Yes	\$8,897,000	This is a core legislated obligation. Council could reduce expenditure on PT services. However, it has just completed a single-stage business case in which it adopted the bronze option despite community feedback requesting increased investment in PT services.
Navigation and safety	Yes	\$72,000	This is a core legislated obligation. Amounts are immaterial.
Flood protection and hazard management			
Emergency management	Yes	\$574,000	This is a core legislated obligation. Council could look to work with the rest of the region to reduce investment in CDEM. Government have, however, recently announced major changes to the civil defence system that are expected to require an increased level of investment in both readiness, response, and risk reduction activity.
River and flood risk management	Yes	\$726,000	This is a core legislated obligation. There is limited scope to reduce this expenditure without compromising the integrity of the previous investments in river control assets.
Regional facilities			
Regional gardens	No but obligation created from separate legislation	\$4,002,000	Council's investments in the gardens could be reduced but the 'level of service' would be reduced.
Yarrow Stadium	No but obligation created from separate legislation	\$2,179,000	There is little scope for reduction of this expenditure as the vast majority of the expenditure is on debt repayment.
Regional leadership and governance			
Governance	Yes	\$2,131,000	This is a core legislated obligation. There is limited scope to reduce this expenditure.
Community engagement	Yes and no	\$1,069,000	This is the environmental education programme and communications activity. Demand for environmental education is high and Council can't support all the requests at the moment. Community engagement is an increasingly important

Activities	Is this a core Council activity	2025/2026 LTP Budget	Approach/Notes
			part of Council's work with key projects such as the fresh water plan, public transport and regional gardens. Reduced investment will make these tasks harder.
Investment management	No	\$6,000	This is the direct cost of managing Council's equity and treasury investments – predominantly PTL. Immaterial.

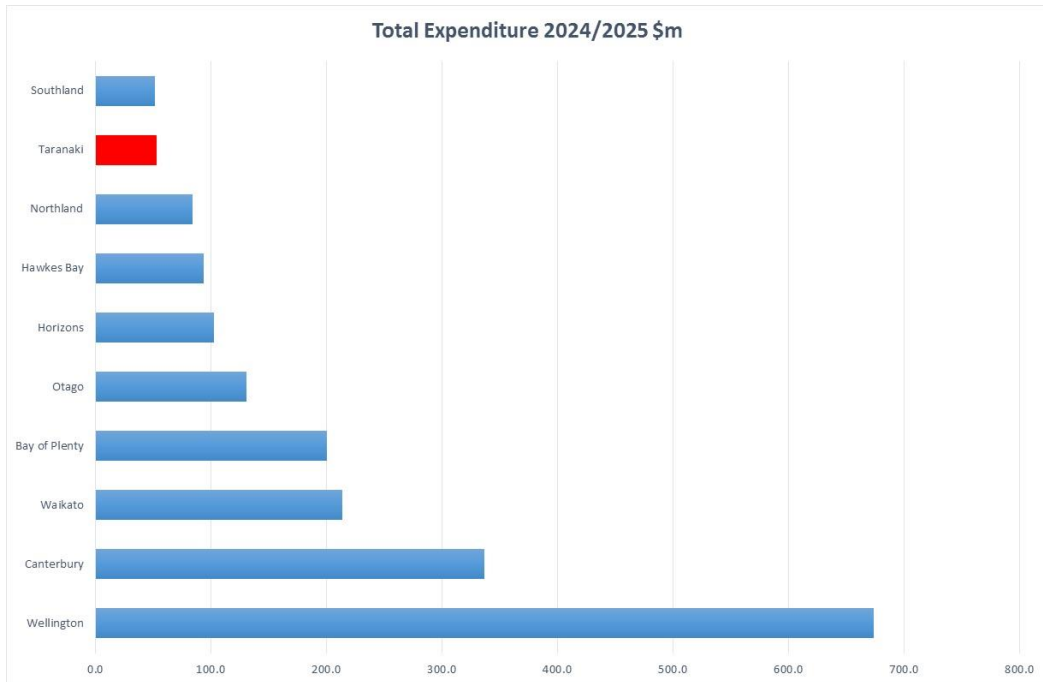
25. Further, as noted below, Council is at the bottom range of expenditure and rates, both in absolute and per capita terms, of all regional councils. Regional councils are also an order of magnitude smaller than territorial and unitary authority expenditure and rates levels.
26. The forecast total rates changes over the ten-year life of the 2024/2034 Long-Term Plan are:



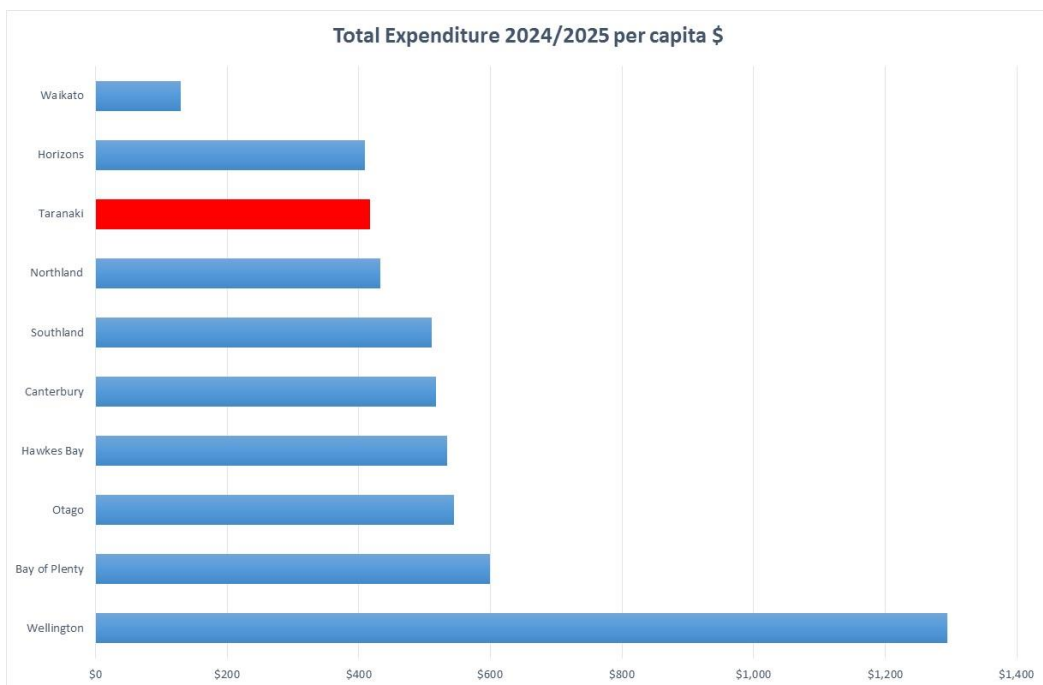
Financial impacts on communities

27. The current financial conditions in NZ, and indeed worldwide, are placing financial burdens on some sections of our communities. These pressures include high inflation, relatively high interest rates and relatively high unemployment levels. Whilst these levels are high compared to our recent past, they are not high by the standards of the 1970 to 2010 period.
28. The challenge for local government is how to respond to these challenges whilst maintaining its contributions to community well-being, responding to the many varying demands from its communities/stakeholders, and protecting its assets and previous investments.
29. In considering a response to the financial challenges facing its communities, it is important to note that local government is a very small component/factor. In absolute and per capita terms, Council is one of the smallest expenditure and rating councils in New Zealand. The following graphs are taken from the 2024/2034 Long-Term Plans of regional councils (except West Coast Regional Council who are still to adopt a 2024/2034 Long-Term Plan).

30. Total budgeted expenditure for 2024/2025:

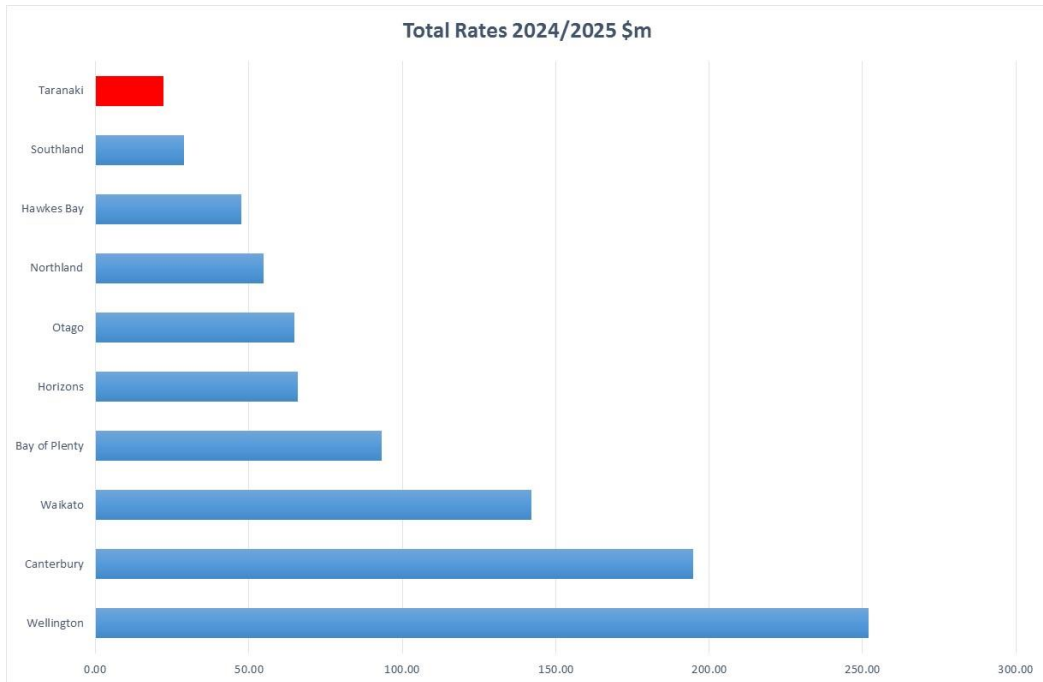


31. Total budgeted expenditure per capita for 2024/2025:

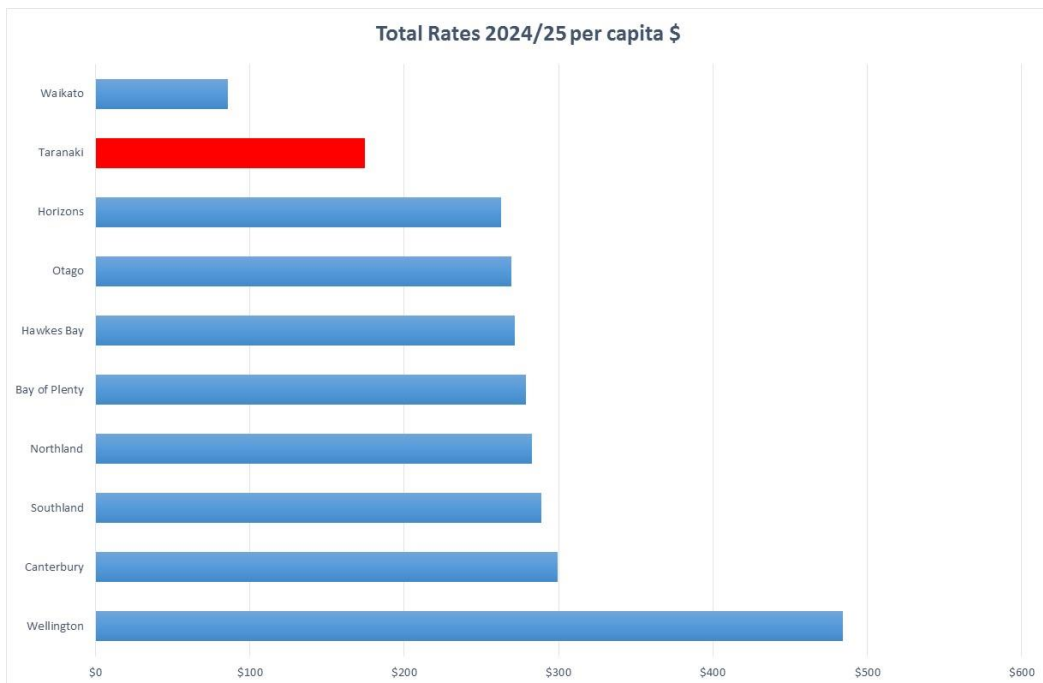


32. Wellington Regional Council has significant expenditure in public transport and bulk water supply. Waikato has had significant population growth in the last 20 years. Otherwise, this Council's expenditure is at the bottom end of the range both in absolute and per capita terms. Only Southland spends less but has a smaller population.

33. Total budgeted rates for 2024/2025:

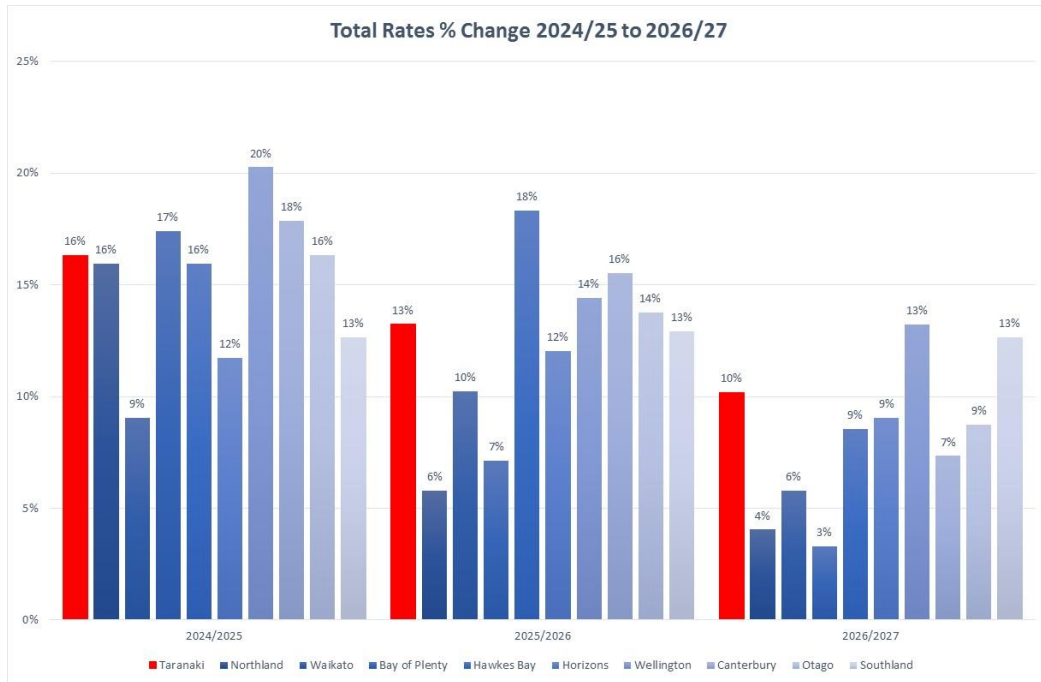


34. Total budgeted rates per capita for 2024/2025:



35. Council has the lowest total rates and second lowest rates per capita – Waikato has a much larger population.

36. Over the three year life of the long-term plans, total rates changes are forecast as follows:



37. The average rates increase over the three years for the regional sector is 15% (2024/2025), 12% (2025/2026) and 8% (2026/2027). This is comparable to our three years of 16%, 13% and 10%.

38. Inflation and interest rates are dropping quickly. However, the impact on unemployment and the financial well-being of sectors of local communities will take some time to improve.

What did we hear from the community?

39. As part of the preparation of the 2024/2034 Long-Term Plan, Council undertook a comprehensive public engagement and consultation process. It received a record level of feedback in March-April this year.

40. The trends from the feedback were largely supportive of the levels of service and the programmes of work proposed. Indeed, there was more feedback wanting the Council to do more and to commit more to most of our programmes than there was feedback to cut services, work programmes, expenditure and rates.

41. Recent feedback in the areas of biosecurity, biodiversity, fresh-water management and public transport have all requested more resources be committed to the relevant programme.

42. In responding to these changes, the Council has adopted a "middle of the road" approach. That is, it has focused on the same levels of services, programmes of work and budgetary commitment that has grown over the last few years. It neither significantly increased or decreased resources as a result of community feedback.

Potential approaches

43. Staff have identified four potential approaches to the 2025/2056 Annual Plan. These are:

- retain the levels of services, programmes, expenditure and rates levels for 2025/2026 as established in the 2024/2034 Long-Term Plan whilst using the DER to accommodate any reduction in dividends – the stick with Long-Term Plan approach

- look to modify the levels of service, programmes, expenditure and rates levels for 2025/2026 based upon any quantifiable changes in Government policy and look to identify and implement efficiencies and savings where they can be identified (this is an approach we have adopted for many years). The DER will be used to fund any deficit in dividends. There may be some modest reduction in the overall rates requirement – the considered modified Long-Term Plan approach
 - the Council identifies the levels of services, programmes and expenditure to be cut with the aim of eliminating any need to use the DER to fund any deficit in dividends and reducing or eliminating the overall rates increase – the modified reduced Long-Term Plan approach
 - the Council identifies the levels of service, programmes and expenditure to be improved with the aim of meeting the communities desire for increased service delivery. This will result in increased levels of rates increases as well as using the DER for any deficit in dividends – the modified increased Long-Term Plan approach.
44. A council can only significantly alter the intended level of services for any significant activity if it is provided for in the long-term plan. Therefore, significant increases or decreases in levels of services are likely to trigger an amendment process to our long-term plan. This involves the full preparation of a proposal, a consultation document, an audit process and the use of the special consultative procedure. This is a timely and costly process, to the extent that staff would not recommend the modified reduced Long-Term Plan approach or the modified increased Long-Term Plan approach. If either of these approaches is preferred, staff would look to develop them for inclusion in the 2027/2037 Long-Term Plan. The other two approaches could be included in the 2025/2026 Annual Plan consultation and engagement processes.
45. A blanket percentage reduction in our budgets without identifying service level reductions is not a feasible approach to addressing the 2025/2026 Annual Plan. For instance, if Council was to reduce expenditure by 10% this would involve identifying savings/additional revenue of \$5.3M. This cannot be achieved without reducing levels of service. The services to be reduced would need to be identified.

Options

46. There are four identified approaches. The Council can look to adopt a preferred approach/option from these options or look to identify a further approach.
47. The preferred approach will then provide the basis for development of the 2025/2026 Annual Plan. The implications of the preferred approach will be covered in the Annual Plan workshop.
48. The preferred recommendation is the considered modified Long-Term Plan approach. That is, stick with the Long-Term Plan but look for savings and efficiencies both internally and arising from changes in government policy. In the intervening time before the 2027/2037 Long-Term Plan, the Council can identify and explore any potential changes to levels of service or programmes of work and the Port Taranaki Limited Board and management can update their strategic plans in response to their challenges and provide some level of certainty around dividend levels moving forward.

Significance

49. In terms of the Significance and Engagement Policy, the decision is determined as not significant. At this stage, staff are seeking guidance on the overall approach that Council would like to use to progress development of the draft 2025/2026 Annual Plan. That draft Plan will then be brought back to Council for further consideration and decisions as to the next steps that should be pursued. It is at that stage that the decisions being made will have a higher level of significance.
50. No further community engagement is recommended at this stage. The need for further community consultation can be determined through any special consultative procedures undertaken in the preparation of the 2025/2026 Annual Plan and/or an amendment to the 2024/2034 Long-Term Plan.

Financial considerations—LTP/Annual Plan

51. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

52. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the Local Government Act 2002, the Resource Management Act 1991 and the Local Government Official Information and Meetings Act 1987.

Iwi considerations

53. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the Local Government Act 2002) as outlined in the adopted Long-Term Plan and/or Annual Plan.

Community considerations

54. This memorandum and the associated recommendations have considered the views of the community, interested and affected parties and those views have been recognised in the preparation of this memorandum.

Legal considerations

55. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.



Date: 29 October 2024

Subject: Establishment of the Taranaki Passenger Transport Joint Committee

Author: N Chadwick, Executive Assistant to the Chief Executive and Chair

Approved by: M J Nield, Director - Corporate Services

Document: 3316984

Purpose

1. The purpose of this memorandum is to present the Taranaki Passenger Transport Committee Joint Agreement and Terms of Reference for consideration and adoption to facilitate the establishment of the Taranaki Passenger Transport Joint Committee.

Recommendations

That Taranaki Regional Council:

- a) receives the Establishment of the Taranaki Passenger Transport Joint Committee memorandum
- b) approves the Taranaki Passenger Transport Joint Committee Agreement
- c) establishes the Taranaki Passenger Transport Joint Committee
- d) adopts the Terms of Reference for the Taranaki Passenger Transport Joint Committee
- e) selects and appoints Councillors _____ and _____ to the Taranaki Passenger Transport Joint Committee
- f) selects and appoints Councillor _____ to be the alternate on the Taranaki Passenger Transport Joint Committee
- g) determines that this decision be recognised as not significant in terms of section 76 of the Local Government Act 2002
- h) determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with section 79 of the Act, determines that it does not require further information, further assessment of options or further analysis of costs and benefits, or advantages and disadvantages prior to making a decision on this matter.

Background

2. At the 11 September 2023 meeting of the Executive, Audit and Risk Committee (the Committee), the draft content of Better Travel Choices for Taranaki, which incorporated a Better Travel Choices Strategy along with the draft Regional Public Transport Plan for Taranaki 2024 (RPTP) was presented for the Committee's consideration.

3. 6 weeks of public consultation on the Better Travel Choices for Taranaki was undertaken followed by a hearing of oral submissions to the Committee on 4 December 2023.
4. Mayor Neil Holdom, on behalf of New Plymouth District Council (NPDC), wrote a submission on the matter to the Committee.
5. It was noted within this submission that NPDC appreciate the existing roles and relationships between council officers through the Regional Transport Advisory Group (RTAG) and other regular meetings to move ahead with bus stop infrastructure.
6. NPDC are firm in the view that a governance level committee consisting of elected members of territorial authorities and the Taranaki Regional Council (the Council) along with other key stakeholders is required to achieve real change in the provision of public transport for the region.
7. This view was echoed by NPDC Councillors Harry Duynhoven and Bali Haque during their oral submission to the Committee.
8. NPDC then went on to commit \$100,000 per annum in years 1 to 3 of their Long-Term Plan to support a high frequency bus trial in Ngāmotu (New Plymouth).
9. Officers of NPDC were then directed, by resolution of their council, to work with our officers to develop a Joint Committee Agreement (JCA), and Terms of Reference (ToR), to facilitate the establishment of the Taranaki Passenger Transport Joint Committee.

Issues

10. The issue being addressed is whether to approve the JCA, establish the TPTJC and adopt the ToR for that committee.

Discussion

11. The purpose of the Joint Committee is to contribute to the planning, implementation, monitoring and reviewing of passenger transport services in the Taranaki rohe.
12. As required by the Local Government Act 2002 (LGA), Council must enter into a JCA prior to adopting ToR and establishing a TPTJC.
13. Given the purpose is to consider transport services across the rohe, the proposed membership includes all four Taranaki councils.
14. The JCA proposes the membership for the TPTJC, which includes two representatives from Council along with the Mayor of each of the three district councils, one additional member from NPDC, one member from Ngā Iwi o Taranaki and one non-voting advisory member to represent Passenger Transport Users.
15. Inclusion of the Mayor from each of the district councils is a mandatory requirement of the LGA (section 41A) which requires the Mayor to be a member of every committee of their council.
16. Each council will have the ability to appoint an alternate, who will be able to attend TPTJC meetings in the event that one of their other representatives is not able to attend. In that event, the alternate will have full voting rights.
17. The JCA and ToR also outline that a skills based assessment will be undertaken by the TPTJC to appoint a suitably qualified and/or experienced non-voting advisory member to represent the Passenger Transport Users.
18. The attached JCA and ToR outline the scope of the Committee along with the powers that TPTJC will have.
19. It is proposed that Council will be the administering authority of the TPTJC.

Options

20. There are two options available. Council can either approve the TPTJC Agreement, establish the Joint Committee and adopt the ToR, or not.
21. The benefit to establishing the TPTJC would be to improve the governance level relationships between the four councils and potentially the outcomes for passenger transport users.
22. If the Council decides not to approve the JCA, then the TRC will not be a party to the TPTJC, and it is likely that it will not be formed.
23. It is recommended that approve the JCA, establishes the TPTJC and adopts the ToR.

Significance

24. In terms of the Significance and Engagement Policy, the decision is determined as not significant as:
 - the decision does not effect a large number of residents and ratepayers to moderate extent
 - the consequences of the decision do not effect a small number of residents and ratepayers to a large extent.

Financial considerations—LTP/Annual Plan

25. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

26. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the Local Government Act 2002, the Resource Management Act 1991 and the Local Government Official Information and Meetings Act 1987.

Iwi considerations

27. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the Local Government Act 2002) as outlined in the adopted Long-Term Plan and/or Annual Plan.
28. The proposed committee structure has included a place for a representative of Ngā Iwi o Taranaki which allows for Iwi and Māori representation on the Committee.

Community considerations

29. This memorandum and the associated recommendations have considered the views of the community, interested and affected parties and those views have been recognised in the preparation of this memorandum.

Legal considerations

30. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.

Appendices/Attachments

Document 3300482: [Taranaki Passenger Transport Joint Committee Agreement](#)

Document 3290904: [TRC NPDC PT Joint Committee Terms of Reference](#)



Taranaki Passenger Transport Joint Committee Agreement



Parties

1. Taranaki Regional Council (TRC)
2. New Plymouth District Council (NPDC)
3. Stratford District Council (SDC)
4. South Taranaki District Council (STDC)

Purpose

The purpose of the Taranaki Passenger Transport Joint Committee (TPTJC) is to contribute to the planning, implementation, monitoring and reviewing of passenger transport services in the Taranaki rohe.

Responsibilities

Taranaki Regional Council is responsible for managing public transport in the Taranaki rohe, this includes the planning, tendering and management of the public transport network.

Taranaki Regional Council is also responsible for marketing and promoting the public transport network, and preparing and providing all information that relates to its operation.

New Plymouth District Council, Stratford District Council and South Taranaki District Council are territorial local authorities and road controlling authorities that are responsible for planning for the future of their rohe, including land-use and growth planning, setting strategic direction and how it will be achieved. They are also responsible for managing the local road network, on and off-street car parking and public transport infrastructure.

New Zealand Transport Agency Waka Kotahi is the government's operational land transport agency which is responsible for delivering the government's desired land transport outcomes. It is a co-investor, responsible for investing the allocated funding contained in the National Land Transport Programme in public transport services and infrastructure.

This Agreement records that:

Taranaki Passenger Transport Joint Committee

1. **Establishment:** The TPTJC is established with effect from XXXX [the date that the last Council adopts the TOR] as a Joint Committee of the Parties in accordance with clause 30A of the Local Government Act 2002.
2. **Functions:** The TPTJC's primary function is:
 - To make recommendations on all matters which impact upon the planning and delivery of public transport services in Taranaki.

Specifically, the TPTJC will:

- Investigate passenger transport needs.



- Contribute to the preparation of the Regional Public Transport Plan (as required by the Land Transport Management Act 2003) for approval by the Taranaki Regional Council.
- Provide advice to the Taranaki Regional Council on funding policy for passenger transport services in the rohe.
- Provide advice to the New Plymouth, Stratford and South Taranaki district councils on district planning, infrastructure and parking policy in relation to passenger transport services in the rohe.
- Provide advice and oversight to the Taranaki Regional Council and the New Plymouth District Council regarding the high-frequency public transport trial included in the New Plymouth District Council 2024/2034 Long-Term Plan. This includes route planning, frequency of services, length of the trial and the monitoring of the delivery of the trial.
- Provide a forum for public transport users to provide feedback on the planning, implementation, monitoring and reviewing of passenger transport services in the Taranaki region rohe.
- **Membership:** The TPTJC will comprise two elected members appointed by TRC, the Mayor and one elected member, plus an alternate, appointed by NPDC, the Mayor, plus one alternate, appointed by SDC, the Mayor, plus one alternate, appointed by STDC, one member appointed by New Zealand Transport Agency Waka Kotahi and one member appointed by Ngā Iwi o Taranaki. The TPTJC will appoint a single non-voting advisory member to represent passenger transport users. The methodology to identify this member will be determined by the TPTJC.

The Local Government Act 2002 states that a Mayor is automatically an appointee of all Committees. The Mayors will not always be able to attend all committees and forums, and for that reason, the Joint Terms of Reference enable the Councils to appoint one alternate member. This means that the Mayors need not attend the Joint Committee meetings and their absence would not affect the quorum (provided the alternate was able to attend).

- 3. Voting:** Each TPTJC member will have one vote on all resolutions of the TPTJC. All meetings of the TPTJC may be attended by the non-voting advisory member and officers of the parties, but such officers and the non-voting advisory member will not be entitled to vote on resolutions of the TPTJC.
- 4. Proceedings:** The TPTJC will operate in accordance with the following:
 - **Chairperson:** A TPTJC member (elected by the TPTJC in accordance with Administrating Authority's Standing Orders on Elections of a Chairperson and Deputy Chairperson) will chair meetings of the TPTJC and hold the position of Chair for the three-year local government triennium.
 - The TPTJC Chair will not have a casting vote on any resolution of the TPTJC.



- **Deputy Chair:** A TPTJC member (elected by the TPTJC in accordance with Administering Authority's Standing Orders on Elections of a Chairperson and Deputy Chairperson) will be elected Deputy Chair and hold the position of Deputy Chair for the three-year local government triennium.
 - **Quorum:** A quorum will consist of half the members if the number of members (including vacancies) is even or a majority (if the number (including vacancies) is odd, with at least one member from both the Taranaki Regional Council and the New Plymouth District Council.
 - **Resolutions:** The TPTJC has the ability to make recommendations to the TRC and the New Plymouth, Stratford and South Taranaki District councils. All recommendations will be made by resolution of the TPTJC Members, passed at a TPTJC meeting.
 - **Other:** Meetings of the TPTJC will be run in accordance with the Administering Authority's Standing Orders.
 - The Administering Authority's Code of Conduct and the Local Government Official Information and Meetings Act 1987 will apply to the TPTJC.
5. **Terms of Reference:** The Terms of Reference of the TPTJC are attached to this Agreement as Appendix One.

Financial and Resourcing Matters

The TPTJC has no authority to make decisions regarding revenue or expenditure on public transport services, and that decisions to fund the public transport network or supporting projects will rest exclusively the authority or authorities that holds responsibility to deliver public transport network or supporting projects.

Officers of the TRC, NPDC, SDC and STDC will provide technical and research support to the TPTJC.

Administering Authority

6. **Appointment of TRC:** Until or unless the parties agree otherwise in writing, TRC will be the Administering Authority.
7. **Obligations of Administering Authority:** In addition to any other obligation of the Administering Authority under this Agreement, the Administering Authority, in its capacity as the Administering Authority and/or in exercising its functions, rights and powers will be responsible for the preparation and coordination of meetings and agendas and the Public notification of meetings

General

8. **Amendment:** This Agreement can be amended at the request of any of the Parties, but such amendment will only take effect once all parent Councils have formally received and adopted those changes sought. For the avoidance of doubt, the TPTJC is not authorised to amend this agreement.



- 9. **Disestablishment:** The TPTJC may only be disestablished by mutual agreement of all parent Councils.
- 10. **Media or public communications:** The Chair of the TPTJC has the responsibility to be the media liaison on behalf of the Committee.
- 11. **Remuneration of members:** Remuneration and expenses is the responsibility of the host council that they are appointed by. The Administrating Authority will be responsible for the remuneration and expenses of externally appointed members, specifically the member appointed by Ngā Iwi o Taranaki and the non-voting advisory member, in accordance with their relevant policy on remuneration of external members.

Appendix

Attachment One: Document 3290904: Taranaki Passenger Transport Joint Committee: Terms of Reference

Signatures:

Signed on behalf of the **Taranaki Regional Council** by:

Signature

Name/Title

Signed on behalf of the **New Plymouth District Council** by:

Signature

Name/Title

Signed on behalf of the **Stratford District Council** by:

Signature

Name/Title

Signed on behalf of the **South Taranaki District Council** by:

Signature

Name/Title

Taranaki Passenger Transport Joint Committee

Terms of Reference

Document 3290904

Statement of Purpose

The purpose of the Taranaki Passenger Transport Joint Committee (TPTJC) is to contribute to the planning, implementation, monitoring and reviewing of passenger transport services in the Taranaki region rohe.

Responsibilities

Taranaki Regional Council is responsible for managing public transport in the Taranaki region rohe, this includes the planning, tendering and management of the public transport network. Taranaki Regional Council is also responsible for marketing and promoting the public transport network, and preparing and providing all information that relates to its operation.

New Plymouth District Council, Stratford District Council and South Taranaki District Councils are territorial local authorities and road controlling authorities. Hence they have responsibilities for planning for the future of their rohe, including land-use and growth planning, setting strategic direction and how it will be achieved. They are also responsible for managing the local road network, on and off-street car parking and public transport infrastructure.

Waka Kotahi is the government's operational land transport agency which is responsible for delivering the government's desired land transport outcomes. It is a co-investor, responsible for investing the allocated funding contained in the National Land Transport Programme in public transport services and infrastructure.

Committee Membership

The Committee consists of voting and non-voting members. Invites are extended to the following groups/entities. Those groups/entities will take up their membership on a non-compulsory manner. That is, if a group does not wish to participate, they are free to not participate. The non-participation of one or more groups does not impact or restrict the ability of the TPTJC to undertake its purpose. The Local Government Act 2002 states that a Mayor is automatically an appointee of all Committees. The Mayors will not always be able to attend all committees and forums, and for that reason, the Joint Terms of Reference enable the Councils to appoint one alternate member. This means that the Mayors need not attend the Joint Committee meetings and their absence would not affect the quorum (provided the alternate was able to attend).

The voting membership is:

- 2 members appointed by the Taranaki Regional Council
- The Mayor and 1 member, plus an alternate, appointed by the New Plymouth District Council
- The Mayor, plus an alternate, appointed by the Stratford District Council
- The Mayor, plus an alternate, appointed by the South Taranaki District Council
- 1 member appointed by Waka Kotahi/New Zealand Transport Agency
- 1 member appointed by Ngā Iwi o Taranaki.

The non-voting advisory membership is:

- 1 member to represent passenger transport users.

The TPTJC will seek applications for the Non-voting Advisory Member position. Applications will be assessed against a skills matrix to determine the most suitable candidate for the position. The skills matrix will include, but is not limited to, experience in the public transport sector, connections with vulnerable users such as elderly, disabled and/or youth; and education (if relevant) along with any other skills the TPTJC request be assessed before making an appointment.

The TPTJC will elect the Chairperson and Deputy Chairperson for the three-year local government triennium. Election of a Chairperson and Deputy Chairperson will be conducted in accordance with the Administrating Authorities Standing Orders.

Quorum

A quorum will consist of half the members if the number of members (including vacancies) is even or a majority (if the number (including vacancies) is odd, with at least one member from both the Taranaki Regional Council and the New Plymouth District Council.

Powers

The TPTJC has the ability to make recommendations to the Taranaki Regional Council and the New Plymouth, Stratford and South Taranaki district councils, but has no decision-making powers.

The TPTJC has no power to establish a subcommittee.

Funding Decisions

It is acknowledged that:

- The TPTJC has no authority to make decisions regarding revenue or expenditure on public transport services, and
- Decisions to fund the public transport network or supporting projects will rest exclusively with the authority or authorities that holds responsibility to deliver public transport network or supporting projects.

Role of Group Members

Each member of the TPTJC will give priority to preparing for, attending and contributing to meetings. Adequate quality time, good judgement, good communications skills, intellectual curiosity and genuine interest will enable members to provide maximum value.

Frequency of Meetings

The TPTJC meets as required, but generally quarterly.

Functions of the Committee

The TPTJC's primary function is:

- To make recommendations on all matters which impact upon the delivery of public transport services in Taranaki

Specifically, the TPTJC will:

- Gain an understanding of passenger transport needs.
- Contribute to the preparation the Regional Public Transport Plan (as required by the Land Transport Management Act 2003) for approval by the Taranaki Regional Council.
- Provide advice to the Taranaki Regional Council on funding policy for passenger transport services in the rohe.
- Provide advice to the New Plymouth, Stratford and South Taranaki district councils on district planning, infrastructure and parking policy in relation to passenger transport services in the rohe.
- Provide advice and oversight to the Taranaki Regional Council and the New Plymouth District Council regarding the high-frequency public transport public transport trial included in the New Plymouth District Council 2024/2034 Long-Term Plan. This includes route planning, frequency of services, length of the trial and the monitoring of the delivery of the trial.
- Provide a forum for public transport users to provide feedback on the planning, implementation, monitoring and reviewing of passenger transport services in the Taranaki region rohe.

Administering Authority

The Taranaki Regional Council will be the administering authority for the TPTJC.

The Standing Orders and Code of Conduct of the administering authority will apply along with all requirements of the Local Government Official Information and Meetings Act 1987.

Officers of the Taranaki Regional Council and the New Plymouth, Stratford and South Taranaki district councils will provide technical and research support to the TPTJC.

General

- **Media or public communications:** The Chair of the TPTJC has the responsibility to be the media liaison on behalf of the Committee.
- **Remuneration of members:** Remuneration and expenses is the responsibility of the host council that they are appointed by. The Administating Authority will be responsible for the remuneration and expenses of externally appointed members, specifically the member appointed by Ngā Iwi o Taranaki and the non-voting advisory member, in accordance with their relevant policy on remuneration of external members.



Date: 29 October 2024

Subject: Local Government New Zealand Tour and Conference 2024

Author: N Chadwick, Executive Assistant to Chief Executive and Chair

Approved by: M J Nield, Director - Corporate Services

Document: 3316407

Purpose

1. The purpose of this memorandum is to provide councilors with a presentation on the 2024 LGNZ Regional Tour and Conference.

Recommendations

That Taranaki Regional Council:

- a) receives the Local Government New Zealand Tour and Conference 2024 memorandum
- b) notes the points in the presentation from Chairperson Charlotte Littlewood, Deputy Chair Neil Walker and Councillor Alan Jamieson.

Background

2. Chairperson Charlotte Littlewood, along with the Council's Chief Executive, attended the Local Government New Zealand (LGNZ) Regional Tour of Hawkes Bay, hosted by Greater Wellington Regional Council and Hawkes Bay Regional Council. They visited various sites and locations as a part of the tour.
3. The conclusion of the tour coincided with the LGNZ annual conference and Annual General Meeting (AGM).
4. Deputy Chair Neil Walker and Councillor Alan Jamieson attended the conference and AGM.
5. They will provide an overview of insights from the tour and conference to Council.

Financial considerations—LTP/Annual Plan

6. This memorandum and the associated recommendations are consistent with the Council's adopted Long-Term Plan and estimates. Any financial information included in this memorandum has been prepared in accordance with generally accepted accounting practice.

Policy considerations

7. This memorandum and the associated recommendations are consistent with the policy documents and positions adopted by this Council under various legislative frameworks including, but not restricted to, the Local Government Act 2002, the Resource Management Act 1991 and the Local Government Official Information and Meetings Act 1987.

Iwi considerations

8. This memorandum and the associated recommendations are consistent with the Council's policy for the development of Māori capacity to contribute to decision-making processes (schedule 10 of the Local Government Act 2002) as outlined in the adopted Long-Term Plan and/or Annual Plan.

Community considerations

9. This memorandum and the associated recommendations have considered the views of the community, interested and affected parties and those views have been recognised in the preparation of this memorandum.

Legal considerations

10. This memorandum and the associated recommendations comply with the appropriate statutory requirements imposed upon the Council.



Date: 29 October 2024

Subject: Meeting Dates for November 2024

Author: M Jones, Governance Administrator

Approved by: M J Nield, Director - Corporate Services

Document: 3317191

Purpose

1. The purpose of this memorandum is to notify members of the scheduled meeting dates for October 2024.

Recommendations

That Taranaki Regional Council:

- a) receives the memorandum Meeting Dates for November 2024
- b) notes the upcoming meeting dates.

Meeting Dates

Taranaki Solid Waste Committee	10.30am Thursday 14 November
Operations and Regulatory Committee	9.00am Tuesday 26 November
Policy and Planning Committee	10.30am Tuesday 26 November

Public Excluded Recommendations – Ordinary Council 29 October 2024

In accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987, resolves that the public is excluded from the following part of the proceedings of the Ordinary Council Meeting on 29 October 2024 for the following reason/s:

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

Item 16:

Confirmation of Public Excluded Ordinary Council Minutes – 24 September 2024

That the public conduct of the whole or 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 6 (a) and [section 7](#) (2) (a) and (2) (g) of the Local Government Official Information and Meetings Act 1987.

Item 17:

Confirmation of Public Excluded Operations and Regulatory Minutes – 15 October 2024

That the public conduct of the whole or 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 6 (a) and section 7 (2) (a) and (2) (g) of the Local Government Official Information and Meetings Act 1987.

Item 18:

Confirmation of Public Excluded Executive Audit and Risk Minutes – 21 October 2024

That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information where the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information; and/or enable any local authority holding the information to carry out, without prejudice, commercial activities.

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
<p>Item 19: Chair's Report- Chief Executive Review and Recommendations</p>	<p>7(2)(a) Protect the privacy of natural persons, including that of a deceased person.</p> <p>Information about an individual's performance in an employment context is highly personal and would generally be considered to be confidential.</p>	<p>48(1)(a) That the public conduct of the whole or 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:</p> <p>(i) Where the local authority is named or specified in Schedule 1 of this Act, under section 6 or 7 (except</p>

Ordinary Council - Public Excluded Recommendations

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
		7(2)(f)(i) of the Local Government Official Information and Meetings Act 1987.