

# **AGENDA**

## **Ordinary Council Meeting**

### **Membership:**

**Kahika - Mayor Moko Tepania - Chairperson**

**Kōwhai - Deputy Mayor Kelly Stratford**

**Cr Ann Court**

**Cr Felicity Foy**

**Cr Hilda Halkyard-Harawira**

**Cr Babe Kapa**

**Cr Penetaui Kleskovic**

**Cr Steve McNally**

**Cr Mate Radich**

**Cr Tāmati Rākena**

**Cr John Vujcich**



**Te Kaunihera  
o Te Hiku o te Ika**  
Far North District Council

**Thursday, 12 December 2024**

**Time: 10:00am**

**Location: Te Ahu, Kaitāia**

**Cnr State Highway 1 and**

**Mathews Avenue**







**Far North District Council  
Ordinary Council Meeting  
will be held in Te Ahu, Kaitāia  
Cnr State Highway 1 and Mathews Avenue, Kaitaia on:  
Thursday 12 December 2024 at 10:00am**

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## **1 KARAKIA TIMATANGA / OPENING PRAYER**

Ka tuku mātou kia kaha mai ngā māngai kua whiriwhirihia mō Te Kaunihera o Te Hiku o te Ika ki te mahi me te ngākau auaha me te whakamahi i ngā pūkenga me te mātauranga i roto i ngā wānanga me ngā whakataunga kia whakatūria ai tētahi Hapori e matatika ana, e tū kotahi ana ka mutu ka whakapiki anō i te oranga o tō tātou rohe, ka whakatau anō i ngā take o te rohe i runga i te tika me te pono.

We ask that through Council discussions and decisions the representatives we have elected may govern the Far North District with imagination, skill and wisdom to achieve a fairer and more united Community that enhances the wellbeing of our district and solves the District's problems efficiently and effectively.

## **2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND DECLARATIONS OF INTEREST**

Members need to stand aside from decision-making when a conflict arises between their role as a Member of the Council and any private or other external interest they might have. This note is provided as a reminder to Members to review the matters on the agenda and assess and identify where they may have a pecuniary or other conflict of interest, or where there may be a perception of a conflict of interest.

If a Member feels they do have a conflict of interest, they should publicly declare that at the start of the meeting or of the relevant item of business and refrain from participating in the discussion or voting on that item. If a Member thinks they may have a conflict of interest, they can seek advice from the Chief Executive Officer or the Manager - Democracy Services (preferably before the meeting).

It is noted that while members can seek advice the final decision as to whether a conflict exists rests with the member.

[Elected Member - Register of Interests](#)

## **3 NGĀ TONO KŌRERO / DEPUTATIONS**

No requests for deputations were received at the time of the Agenda going to print.

## **4 NGĀ KŌRERO A TE KAHIKA / MAYORAL ANNOUNCEMENTS**



## 5 HE PĀNUI WHAKAMŌTINI / NOTICE OF MOTION

### 5.1 NOTICE OF MOTION - CANCEL FLUORIDE TO PROTECT PUBLIC HEALTH

**File Number: A5003619**

I, Councillor Hilda Halkyard-Harawira, give notice that at the next Ordinary Meeting of Council to be held on 12 December 2024, I intend to move the following motion:

#### **MŌTINI / MOTION**

**That the Far North District Council cancel the fluoridation of Far North waters until local residents on town water supply agree to do so.**

#### **TAKE / RATIONALE**

I commend this Notice of Motion to Council.

#### **ĀPITIHANGA / ATTACHMENTS**

- 1. Notice of Motion - Cancel Fluoride to Protect Public Health November 2024 - A5003631**



**NOM - Cancel Fluoride to Protect Public Health- amended 25 November 2024****Cr H Halkyard-Harawira** seconded by **Cr Babe Kapa**

**I wish to lodge the following Notice of Motion** on behalf of concerned people in our district. That Council cancel the fluoridation of Far North waters until local residents on town water supply agree to do so. The Notice of Motion is based on the following reasons:

- 1) **The government has commanded a poll on Māori wards** in order to be more “democratic” , but has not seen fit to accept a similar local poll on a contentious issue with residents who will be impacted by fluoride in their town water supply . Council should be guided by the outcome of a poll by affected residents on the use of fluoride in their water supply.
- 2) **A statutory duty to protect public health . The Health Act - Section 23 states that it is “the duty of every local authority to improve, promote and protect public health within its district.”**

Fluoride has been labelled a neurotoxin and comprises lead, arsenic and mercury . The ingestion of fluoride can cause fluorosis and impacts on the thyroid. It is also found in rat poison . **Section 23 c** suggests fluoride as a substance is likely to be injurious to health or offensive , and therefore fluoride should be removed.

Hence, the council is legally required to take steps to protect the public health by declining to implement the Directors-General’s directive.

One role of the Council is to provide reliable infrastructure for good drinking water. Our focii is to improve water quality, provide safe ultra violet filtration and to support Resilience measures for areas who suffer drought, water shortages and hot weather blooms. There is no guarantee that Council will avoid liability for any long term health side-effects of fluoridated water.

- 3) **Expensive, unsubsidised and prone to liability**, the proposed cost in the new annual plan to fluoridate Kaikohe and Kaitaia supplies in 2025 is \$2.4million. There is no guarantee yet of central government funding nor subsidy. Council has been advised there is a \$200,000 daily penalty if we do not comply. If we do comply, we could in the future be held responsible for causing great long term harm to residents. Following orders will not suffice in a court case.
- 4) **Lack of consultation** with Far North recipients in the proposed fluoride scheme. In 2010, 56% of Kaitaia residents and 67% of Kaikohe locals voted against fluoride. Only residents who will be ingesting the proposed fluoridated town supply should be consulted about whether they approve of fluoride in their water.

- 5) **Equity in dental health care-** Fluoridation of water is not an equitable way to deliver better health care to young Māori and the wider population. There is a view that fluoridation is a magic wand and will reduce young Māori tooth decay by 50% in areas like the Far North. The Council and other agencies could put in place incentives to attract dentists and dental staff to our area.
- 6) **An education approach** the lack of access to dental care in the Far North is dismal. There are three month waiting lists for adults. Mobile dental clinics can take up to two years to do return visits to kura. An educational approach targeting Kohanga Reo, ECE and schools could be more cost effective . A Kaitaia Trust had a Tooth Fairy visit all the local Kohanga and ECE to give free toothbrushes and paste to show small tamariki how to brush and the importance of regular brushing. Socialisation of high teeth decay in Māori children must go hand in hand with improved access to dental care.
- 7) **Sugar is the enemy of whānau Māori and low income whānau** . FNDC could work in collaboration with Health organisations, dieticians and Kura Hauora by imposing a bylaw to ban high sugar drinks and food products in local shops and events . Sugar is a killer of Māori and is responsible for high diabetes, obesity, teeth decay and early morbidity. Lack of income also impacts on whānau choices in purchasing kai. It is cheaper to buy a soda drink than a 2 litre bottle of milk.
- 8) **High deprivation- lack of access to health services and dental care** . The Ministry of Health and tertiary providers could offer more incentives for dentists, oral hygienists, mobile dental trucks and nurses to be located in the Far North areas of the Hokianga, Kaikohe and Kaitaia.

**Kia ora ra**

**H Halkyard-Harawira and Babe Kapa**



## 5.2 NOTICE OF MOTION - PROMOTION & PROTECTION OF HE WAKAPUTANGA O TE RANGATIRATANGA O NŪ TIRENI & TE TIRITI O WAITANGI WITHIN THE AREAS OF THE FAR NORTH DISTRICT COUNCIL

**File Number: A5008664**

I, Councillor Hilda Halkyard-Harawira, give notice that at the next Ordinary Meeting of Council to be held on 12 December 2024, I intend to move the following motion:

### MŌTINI / MOTION

#### That Council

1. future proof Tiriti gains made over the last 184 years, and in years to come, so that incoming governments cannot undermine local progress and cause unnecessary anxiety amongst 53% of its population;
2. adopt and embrace mutual and beneficial partnerships with Māori that uplift community wellbeing i.e. housing, incentives for health, education and sustainability industries within the area;
3. proactively heed the recommendations of the Waitangi Tribunal findings regarding matters that impact on the territories within Tai Tokerau i.e. Te Paparahi o Te Raki Stage 1 & 2 Reports;  
  
return all unused Council reserves to mana whenua expeditiously;
5. uphold and maintain former and yet to come Iwi settlements, reparations agreements/ redress options and their evolving conditions;
6. never approve resource consents or walking routes on wāhi tapu;
7. by June 2025, commit formally in the Long-Term Plan to the restoration of moana, rivers and streams and adopt the wholesale ban on all sewage and hazardous waste dumping to the harbours, rivers and streams in Tai Tokerau;
8. ensure 80% local procurement in all contracts to sustain Tai Tokerau businesses.

### TAKE / RATIONALE

I commend this Notice of Motion to Council.

### ĀPITI HANGA / ATTACHMENTS

1. Notice of Motion - A5011799  

**NOM 4 -Tihei Māori Ora November 28, 2024**

**H Halkyard-Harawira**

seconded by \_\_\_\_\_

**Tai Tokerau is the home of He Whakaputanga and Te Tiriti o Waitangi.**

Tai Tokerau Māori, FNDC and Tai Tokerau Members of Parliament are the kaitiaki of He Whakaputanga and Te Tiriti o Waitangi.

**He Whakaputanga o Te Rangatiratanga o Nū Tirenī**

**1835-** declared to circling superpowers the long standing mana motuhake , sovereignty and independence of Nu Tirenī and the preference to be guided by the former British King Wiremu iv.



**Te Tiriti o Waitangi is the model of co-governance, goodwill, trust and partnership.**

Historically Māori have been subjugated and excluded from joint decision making. Token advisory roles no longer suffice. This uneven relationship has contributed much to intergenerational poverty, high prison rates and ill health of Māori. Evidence proves: that Kaupapa Māori initiatives in education, health, housing , taiao regeneration and social services have shown higher success rates within our communities .

**Tai Tokerau - he wenua rangatira , he taiao orange, he kainga ora.**

We want Tai Tokerau to be a place where all our community members have a sense of belonging and pride, with a commitment to manage our taiao wisely and enable informed, sustainable economic development.<sup>1</sup>

**I wish to lodge the following Notice of Motion to promote and protect He Whakaputanga and Te Tiriti o Waitangi within the areas of the Far North District Council”**

**Therefore I recommend Far North Council:**

**Future proof Tiriti gains made over the last 184 years and in years to come, so that incoming governments cannot undermine local progress and cause unnecessary anxiety amongst 53% of its population**

- a) **Adopt and embrace mutual and beneficial partnerships with Māori** that uplift community wellbeing ie housing, incentives for health, education and sustainability industries within the area.
- b) **Proactively heed the recommendations of the Waitangi Tribunal findings** regarding matters that impact on the territories within Tai Tokerau- Te Paparahi o Te Raki Stage 1 & 2 Reports . Return all unused Council reserves to mana whenua expeditiously.

<sup>1</sup> Te Pae Tata Three Year Long Term Plan 2024-2027

- c) **Uphold and maintain former and yet to come lwi settlements, reparations agreements/ redress options** and their evolving conditions.
- d) **Never approve resource consents or walking routes on wāhi tapu.** <sup>2</sup>By June 2025, commit formally in the Long Term Plan to the restoration of Moana, rivers and streams and adopt the wholesale ban on all sewage and hazardous waste dumping to the harbours, rivers and streams in Tai Tokerau.
- e) **Ensure 80% local procurement in all contracts** to sustain Tai Tokerau businesses.

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<sup>2</sup> Conserve Council monies wasted on court cases! Instead consult ,engage and work with hapu and mana whenua

## **6 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES**

### **6.1 CONFIRMATION OF PREVIOUS MINUTES**

**File Number:** A5002689

**Author:** Maria Bullen, Democracy Advisor

**Authoriser:** Aisha Huriwai, Manager - Democracy Services

#### **TAKE PŪRONGO / PURPOSE OF THE REPORT**

The minutes are attached to allow Council to confirm that the minutes are a true and correct record of previous meetings.

#### **TŪTOHUNGA / RECOMMENDATION**

**That Council confirm the minutes of the Council meeting held 14 November 2024 are a true and correct record.**

#### **1) TĀHUHU KŌRERO / BACKGROUND**

Local Government Act 2002 Schedule 7 Section 28 states that a local authority must keep minutes of its proceedings. The minutes of these proceedings duly entered and authenticated as prescribed by a local authority are prima facie evidence of those meetings.

#### **2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

The minutes of the meetings are attached.

Far North District Council Standing Orders Section 27.3 states that no discussion shall arise on the substance of the minutes in any succeeding meeting, except as to their correctness.

#### **TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

The reason for the recommendation is to confirm the minutes are a true and correct record of the previous meetings.

#### **3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

There are no financial implications or the need for budgetary provision as a result of this report.

#### **ĀPITIHINGA / ATTACHMENTS**

- 1. 2024-11-14 Council Minutes - A4968348** [↓](#) 

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	This is a matter of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	This report complies with the Local Government Act 2002 Schedule 7 Section 28.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	It is the responsibility of each meeting to confirm their minutes therefore the views of another meeting are not relevant.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	There are no implications for Māori in confirming minutes from previous meeting. Any implications on Māori arising from matters included in meeting minutes should be considered as part of the relevant report.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	This report is asking for minutes to be confirmed as true and correct record, any interests that affect other people should be considered as part of the individual reports.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial implications or the need for budgetary provision arising from this report
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.

UNCONFIRMED

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**MINUTES OF FAR NORTH DISTRICT COUNCIL  
ORDINARY COUNCIL MEETING  
HELD AT THE COUNCIL CHAMBER, MEMORIAL AVE, KAIKOHE  
ON THURSDAY, 14 NOVEMBER 2024 AT 10:02 AM**

**PRESENT:** Kahika - Mayor Moko Tepania, Kōwhai - Deputy Mayor Kelly Stratford, Cr Ann Court, Cr Felicity Foy, Cr Hilda Halkyard-Harawira, Cr Steve McNally, Cr Mate Radich (online), Cr Tāmati Rākena, Cr John Vujcich

**IN ATTENDANCE:** Adele Gardner (Te Hiku Community Board Chairperson), Belinda Ward (Bay of Islands-Whangaroa Community Board Chairperson), Chicky Rudkin (Kaikohe-Hokianga Community Board Chairperson)(online), Kawiti Waetford (Kaiwhakawhiti Reo - Language Interpreter).

**STAFF PRESENT:** Guy Holroyd (Chief Executive Officer), Tammy Wooster (Manager – Integrated Planning), Carla Ditchfield (Manager – Legal Services), Trent Blakeman (Group Manager – Delivery and Operations), Jacine Warmington (Group Manager – Strategic Relationships), Mary Moore (Manager – Infrastructure Services), Emma Healy (Chief of Staff), Charlie Billington (Group Manager – Corporate Services), Briar Macken (Manager – Strategy and Policy), Lizzie Graham (Policy Advisor), Jonathan Slavich (Chief Financial Officer), Cath Beaumont (Road Corridor Manager), Elizabeth Stacey (Senior Road Safety and Traffic Engineer), Aisha Huriwai (Manager – Democracy Services), Imrie Dunn (Democracy Advisor).

**1 KARAKIA TIMATANGA / OPENING PRAYER**

At 10:02 am, Kahika/Mayor Moko Tepania commenced the meeting with a karakia.

**2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND DECLARATIONS OF INTEREST**

**APOLOGY**

**RESOLUTION 2024/152**

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Felicity Foy

**That the apologies received from Crs Penetaui Kleskovic and Babe Kapa and leave of absence be accepted.**

It was noted online attendance from Cr Mate Radich and Kaikohe Hokianga Community Board Chair Chicky Rudkin.

**CARRIED**

**3 NGĀ KŌRERO A TE KAHIKA / MAYORAL ANNOUNCEMENTS**

- Today's Maramataka is Ōhua.
- This weekend is a full moon phase, and the Mayor is hoping it provides the energy to run in the Kerikeri Half Marathon. Many participants, including the Mayor, are running to raise funds for Cancer Society Northland. Support can be shown online through the Cancer Society - Kerikeri Half Marathon page [Cancer Society - Kerikeri Half Marathon](#).
- Following the Half Marathon, the Kerikeri Street Party will take place.

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- Tomorrow, a Kaitāia spring clean will be held to celebrate and prepare for the opening of the Mangamuka Gorge. Starting from 10 am, business owners and residents are encouraged to join. Council contractors will also be assisting with the town's cleanup.
- Last night, the Mayor met with Australia's High Commissioner to New Zealand, Her Excellency Harinder Sidhu. The Australian High Commission has recently funded a comedy education show called Kids are Stinky.
- Acknowledgment is given to Deputy Mayor Kelly Stratford, who stepped in as Mayor over the past few weeks while the Mayor participated in a learning program with the U.S. Embassy in Washington.
- Member Reports are now live on the Council website.
- At the Te Kuaka Committee meeting on 31 October, the Final Representation Review was received and is now available on the Council website, along with a legal opinion from Simpson Grierson via Taituara.
- A moment of silence was observed in memory of Tā Bom Gillies and Far North local legend Doug Turner.

**4 NGĀ TONO KŌRERO / DEPUTATION**

- Asha Andersen and Zita Katkovicnova representing Transition Towns Bay of Islands-Whangaroa, speaking in relation to the use of chemical sprays in public places.
- John Aiken and Serena Anderton representing Hokianga Environment Group about roadside maintenance using glyphosate and other toxic herbicides
- Gail Aiken and Debbie Abbas representing Palestine Support Network Aotearoa - Bay of Islands and Hokianga intend to request that the council amend its procurement policy to exclude companies that the United Nations has identified as complicit in the building and maintaining of illegal Israeli settlements on Palestinian land.

**Attachments tabled at meeting**

- 1 John Aiken and Serena Anderton Deputation - document number A4981574 refers.
- 2 Gail Aiken and Debbie Abbas Deputation - document number A4981571 refers.

*At 10:35 am, Cr Babe Kapa joined the meeting*

**5 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES**

**5.1 CONFIRMATION OF PREVIOUS MINUTES**

Agenda item 5.1 document number A4945430, pages 6 - 19 refers.

**RESOLUTION 2024/153**

Moved: Kōwhai - Deputy Mayor Kelly Stratford  
Seconded: Cr John Vujcich

**That Council confirm the minutes of the Council meeting held 17 October 2024 and 31 October 2024 are a true and correct record.**

**CARRIED**

*At 10:41 am, Cr Hilda Halkyard-Harawira left the meeting and returned at 10:43 am.*

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## 6 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

### 6.1 COMMUNITY BOARD MINUTES - OCTOBER 2024

Agenda item 7.1 document number A4945373, pages 122 - 137 refers.

#### RESOLUTION 2024/154

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr John Vujcich

**That Council note the following Community Board minutes:**

- 22 October 2024 Te Hiku Community Board;
- 24 October 2024 Bay of Islands-Whangaroa Community Board; and
- 25 October 2024 Kaikohe-Hokianga Community Board

**CARRIED**

## 7 NGĀ PŪRONGO / REPORTS

### 7.1 SETTING OF 2025 MEETING SCHEDULE

Agenda item 6.1 document number A4946263, pages 20 - 26 refers.

#### MOTION

Moved: Kōwhai - Deputy Mayor Kelly Stratford

Seconded: Cr Steve McNally

**That Council:**

- a) adopt the proposed 2025 calendar as attached;
- b) note the below 2025 Reserve dates:
  - January 22
  - February 26
  - March 4, 5, 11, 26
  - April 1, 2
  - May 6, 21, 27, 28
  - June 3, 18, 25
  - July 1, 23
  - August 13, 19, 20, 26
  - September 10, 17, 23
  - October 8

#### RESOLUTION 2024/155

Moved: Kahika - Mayor Moko Tepania

Seconded: Kōwhai - Deputy Mayor Kelly Stratford

**That Council leave to lie the setting of the 2025 meeting schedule.**

**CARRIED**

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## 7.2 REVIEW OF COMMUNITY GRANT POLICY 2018

Agenda item 6.2 document number A4816389, pages 27 - 49 refers.

### RESOLUTION 2024/156

Moved: Kōwhai - Deputy Mayor Kelly Stratford

Seconded: Cr Hilda Halkyard-Harawira

**That Council:**

- a) **revoke the Community Grant Policy 2018**
- b) **adopt the Community Board Funding Policy 2024**

Against: Kahika/Mayor Moko Tepania and Cr Ann Court

**CARRIED**

*At 11:00 am, Cr Babe Kapa left the meeting.*

*At 11:09 am, Cr Hilda Halkyard-Harawira left the meeting and returned at 11:13 am.*

*At 11:20 am, Cr Tāmari Rākena left the meeting and returned at 11:24 am.*

## 7.3 REVIEW OF DEVELOPMENT CONTRIBUTIONS POLICY

Agenda item 6.3 document number A4920716, pages 50 - 94 refers.

### RESOLUTION 2024/157

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Felicity Foy

**That Council:**

- a) **note, the Development Contributions Policy has been reviewed**
- b) **approve, to develop a new development contributions policy for Kawakawa, Kaikohe and Kerikeri by July 2025 and September 2025 for the rest of the district.**

**CARRIED**

*At 11:41 am, Kōwhai - Deputy Mayor Kelly Stratford left the meeting and returned at 11:42 am.*

*At 11:51 am meeting was adjourned and resumed at 12:06 pm.*

## 7.4 TEMPORARY ROAD CLOSURES - KAITĀIA, PAIHIA AND KAIKOHE CHRISTMAS PARADES

Agenda item 6.4 document number A4933737, pages 95 - 100 refers.

### RESOLUTION 2024/158

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr John Vujcich

**That Council approve the following proposed temporary road closures to accommodate the safe operations of the following Christmas Parades:**

- a) **Paihia Christmas Parade;**
- b) **Kaikohe Christmas Parade**

**CARRIED**

*Note: Communication team to work with Community Groups to post a comprehensive list of all Far North Christmas parades to post on our website.*

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## 7.5 COMMITTEE RECOMMENDATIONS AND RESOLUTIONS - OCTOBER 2024

Agenda item 6.5 document number A4952141, pages 101 - 137 refers.

### RESOLUTION 2024/159

Moved: Cr Steve McNally

Seconded: Cr Tāmati Rākena

#### That Council

*Te Kuaka- Te Ao Māori Committee: Item 5.1 – Te Oneroa-a-Tōhē Variation to Speed Limits*

amend Te Kaunihera o Te Hiku o Te Ika Interim Speed Management Plan to include 30 kilometre per hour speeds 200 metres either side of the following beach access points:

- a) Hukatere Access;
- b) Te Wakatehāua Access; and
- c) Kauēparāoa Access.

CARRIED

## 6 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS CONTINUED

### 6.2 MAYOR AND COUNCILLOR'S REPORTS

Agenda item 7.2 document number A4945397, pages 138 - 191 refers.

### RESOLUTION 2024/160

Moved: Cr John Vujcich

Seconded: Cr Steve McNally

That Council note the reports submitted by Kahika Moko Tepania, Kōwhai Kelly Stratford, Crs Ann Court, Babe Kapa, Hilda Halkyard-Harawira, John Vujcich, Tāmati Rākena and Steve McNally be received, and note verbal reports given by Crs Felicity Foy and Mate Radich.

CARRIED

#### Attachments tabled at meeting

- 1 Member Report - Cr Tāmati Rākena
- 2 Member Report - Cr Steve McNally

### 6.3 COUNCIL OPEN RESOLUTIONS UPDATE NOVEMBER 2024

Agenda item 7.3 document number A4945034, pages 192 - 192 refers.

### RESOLUTION 2024/161

Moved: Kōwhai - Deputy Mayor Kelly Stratford

Seconded: Cr Tāmati Rākena

That Council receive the report Council Open Resolution Update November 2024.

CARRIED

**UNCONFIRMED**

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**8 TE WĀHANGA TŪMATAITI / PUBLIC EXCLUDED****8.1 RESOLUTION TO EXCLUDE THE PUBLIC****RESOLUTION 2024/162**

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Felicity Foy

**That the public be excluded from the following parts of the proceedings of this meeting.****The general subject matter of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48 of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:**

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
<b>8.1 - Confirmation of Previous Minutes - Public Excluded</b>	s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons  s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities  s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>8.2 - Steering Group Recommendation for Divestment of the Housing for the Elderly Portfolio</b>	s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>8.3 - Syndicated services contract - Extension and Variation</b>	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities  s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

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<b>8.4 - Northland Regional Council Rating Agreement</b>	s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>8.5 - Renewal of Revolving Cash Facility</b>	s7(2)(b)(ii) - 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	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>8.6 - Council Public Excluded Open Resolutions Update November 2024</b>	s7(2)(g) - the withholding of the information is necessary to maintain legal professional privilege  s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

**And that the following are permitted to remain in the Public Excluded part of the meeting:**

- **Community Board Chairs Adele Gardner, Belinda Ward and Chicky Rudkin**
- **Kawiti Waetford Kaiwhakawhiti Reo – Language Interpreter**

**CARRIED**

**CONFIRMATION OF INFORMATION AND DECISIONS TO BE RELEASED IN PUBLIC**

At the conclusion of the public excluded discussion, Council confirmed the following decisions be restated in public meeting as follows:

Syndicated services contract - Extension and Variation

That Council:

- approve the five-year extension commencing 1 July 2023 of the All of Government syndicated agreement between Far North District Council and the New Zealand Police with OCS Limited.
- delegate authority to the Chief Executive Officer to sign the agreement extension for REDACTED (excl GST) including variable costs.
- delegate authority to the Chief Executive Officer to approve and execute annual price increases, including cost fluctuations and any further variations over the term of the agreement.

Northland Regional Council Rating Agreement

That Council:

- approve the renewal of the arrangement between the Far North District Council (FNDC) and Northland Regional Council (NRC) for the provision of rating services to NRC;

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- b) Instruct the Chief Executive to commence work on investigating and implementing improvements in the provision of rating services including:
  - i. an annual cost-benefit analysis of the rating services provided to NRC
  - ii. introducing an enhanced rates invoice template
  - iii. introducing enhanced digital accessibility and payment options
  - iv. streamlined invoicing processes.
- c) include both council logos on the invoice and include new logo with contact details

Renewal of Revolving Cash Facility

That Council:

- a) approve 2-year extension of the revolving cash facility with the ASB Bank to December 2026;
- b) approve that the value of the facility remains at \$20 million

**9 KARAKIA WHAKAMUTUNGA / CLOSING PRAYER**

At 1:32 pm, Kahika Moko Tepania closed the meeting with a karakia.

**10 MEETING CLOSE**

The meeting closed at 1:32 pm.

The minutes of this meeting will be confirmed at the Ordinary Council Meeting held on 12 December 2024.

.....  
CHAIRPERSON

## **7 NGĀ PŪRONGO / REPORTS**

### **7.1 SETTING OF 2025 MEETING SCHEDULE**

**File Number:** A4993990

**Author:** Marysa Maheno, Democracy Advisor

**Authoriser:** Jacine Warmington, Group Manager - Strategic Relationships

#### **TAKE PŪRONGO / PURPOSE OF THE REPORT**

To seek approval for the 2025 formal meeting schedule.

#### **WHAKARĀPOOTO MATUA / EXECUTIVE SUMMARY**

- The proposed calendar schedule incorporates formal Council and Committee meetings up until the Local Government Election on 11 October 2025.
- Reserve dates have been set aside for other Council business as required (workshops, briefings, training sessions and extraordinary meetings).
- Council and Committee formal meetings have been aligned with the Maramataka to support good decision-making.

#### **TŪTOHUNGA / RECOMMENDATION**

**That Council:**

- a) adopt the proposed 2025 calendar;
- b) note the 2025 reserve dates:
  - January 28
  - February 26
  - March 5, 11, 25, 27
  - April 1, 2, 4, 30
  - May 1, 2, 22, 27, 28
  - June 11, 18, 25
  - July 9, 23, 24
  - August 13, 19, 20, 26
  - September 3, 10, 11, 17, 23

#### **1) TĀHUHU KŌRERO / BACKGROUND**

It is good practice across New Zealand for a Council to set its Formal Meeting Calendar in advance. In scheduling meetings and the frequency, Councillors should be mindful of the following principles:

- Meetings should be necessary for the good governance of its region or district.
- Meetings should promote the open and public transaction of business at meetings.
- Councillors are considered to be in a part-time role of which attendance at formal meetings is only a small portion of the role. Consideration needs to be given to balancing workloads and non-Council commitments.

The proposed schedule includes 'reserve' dates for additional Council commitments such as verbal submissions, workshops, training, extraordinary meetings or briefings to enable elected members

to plan their varying commitments and in recognition that workshops are a beneficial tool to engage on technical or complex issues where staff require some indication or direction.

Council resolved in December 2019 not to conduct meetings on 28 October each year in recognition of He Whakaputanga o te Rangatiratanga o Nu Tirenī – Declaration of Independence of the United Tribes of New Zealand.

Council also had a wānanga (workshop) on 23 November 2022 with esteemed Maramataka expert Matua Rereata Makiha who explained the benefits of following the moon cycles. Meeting dates have been proposed to take place in alignment with the Maramataka for better decision-making.

## 2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

The proposed calendar takes into consideration:

- LGNZ Regional and National Events
- NRC Joint Meeting commitments
- Proposed District Plan commitments
- Annual Plan work programme
- Te Pātukurea work programme

The attached schedule continues the meeting structure and frequency from the latter part of the 2024 formal meeting schedule.

Te Miromiro – Assurance, Risk and Finance Committee terms of reference have been amended to reflect a six-weekly meeting schedule.

Te Kuaka – Te Ao Māori Committee meetings have been held every eight weeks. Staff confirmed the preference of Te Kahu o Taonui is to continue meeting every eight weeks.

<b>Council (4-weekly)</b>	<b>Te Huia - Executive Review Committee (4-weekly)</b>	<b>Te Kuaka – Te Ao Māori Committee (8-weekly)</b>	<b>Te Miromiro – Assurance, Risk and Finance Committee (6-weekly)</b>	<b>Te Koukou- Transport Committee (4-weekly)</b>
13 February	11 February	27 February	19 February	25 February
13 March	6 March	24 April	8 April	19 March
10 April	3 April	19 June	14 May	23 April
8 May	6 May	14 August	1 July	20 May
5 June	21 May		6 August	17 June
3 July	26 June		16 September	22 July
31 July	29 July			12 August
28 August	21 August			9 September
25 September	18 September			

Staff have attempted to follow the agreed meeting frequency however the attached calendar for adoption includes the following exceptions:

Meeting	Rationale
11 Feb – Te Huia-Executive Review Committee	Delayed one week to avoid a clash with Waitangi week.
19 February – Te Miromiro-Assurance, Risk and Finance	Delayed one day to avoid clash with a Community Board meeting.
19 March – Te Koukou-Transport and Infrastructure Committee	Brought forward four working days to avoid a clash with Proposed District Plan Hearings.
8 April – Te Miromiro-Assurance, Risk and Finance	Delayed one week to avoid a clash with the Regional Transport Committee.
23 April – Te Koukou-Transport and Infrastructure Committee	Brought forward one week to avoid a clash with Proposed District Plan Hearings.
29 April – Te Koukou-Transport and Infrastructure Committee	Delayed one week to avoid being held within a 3-day week due to public holidays.
6 May – Te Huia-Executive Review Committee	Delayed one week to avoid a clash with Proposed District Plan Hearings.
21 May – Te Huia-Executive Review Committee	Brought forward one week to avoid a clash with Proposed District Plan Hearings.
1 July – Te Miromiro-Assurance, Risk and Finance Committee	Delayed one week to avoid a clash with Proposed District Plan Hearings.
22 July – Te Koukou-Transport and Infrastructure Committee	Delayed one week to avoid a clash with the LGNZ Conference.
29 July – Te Huia-Executive Review Committee	Delayed one week to avoid a clash with Transport and Infrastructure Committee meetings.
6 August – Te Miromiro-Assurance, Risk and Finance Committee	Delayed one day to avoid clash with Community Board meeting.

This report recommends that all meetings in the schedule be held at Far North District Council headquarters in Kaikohe. While it is possible, hosting meetings elsewhere comes with an increase in cost and cannot be supported to the same level that is possible at headquarters (i.e. live streaming). If there is a desire to hold meetings elsewhere consideration needs to be given to what value this would add to the decision-making process. Constituents are encouraged to attend Community Board meetings in their area as a local option for engagement.

Additional time may be required outside of this schedule for extraordinary and/or urgent matters. Staff are committed to providing as much notice as possible and that business, where possible, is restricted to the days adopted as part of this schedule. The total number of reserve dates proposed is 29, this is less than in previous years taking into account the election period and new term.

Staff will engage with Te Kahu o Taonui to consider holding Te Kuaka Te Ao Māori Committee meetings at alternative sites as an opportunity to increase engagement and participation with Iwi Māori.

### **TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

Adopting a formal meeting calendar ahead of time is essential for effective planning and collaboration. It ensures that elected members and staff can prioritise their time, prepare adequately, and avoid scheduling conflicts reducing last-minute disruptions, and fosters accountability by setting clear expectations. It also enables the council to give advance notice to the public and increase engagement opportunities.

### **3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

The cost of supporting meetings varies depending on the number of attendees, the location and the duration of the meeting. The costs are covered within operational budgets.

## ATTACHMENTS

1. **2025 Formal Meeting Calendar - A5010643** [↓](#) 

**Hōtaka Take Ōkawa / Compliance schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>Compliance requirement</b>	<b>Staff assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	This matter is of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	The relevant legislation is the Local Government Act 2002 and the Local Government Official Information and Meetings Act 1987.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	Community Boards are responsible for setting their own meeting schedule. The dates shown on the attached schedule are the dates adopted by each of the Community Boards at their November meetings.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.	The recommendation takes into account impacts for Te Kuaka – Te Ao Māori Committee and the ability for wider participation in all formal meetings.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	This report does not have any implications for persons identified in legislation.
State the financial implications and where budgetary provisions have been made to support this decision.	Financial implications are covered within operational budgets.
Chief Financial Officer review.	The CFO has not reviewed this report.



2025 Formal Meeting Calendar																													
		January		February		March		April		May		June		July		August		September		October		Novemb er		December					
Sat			1		1																						Sat		
Sun			2		2						1																Sun		
Mon			3		3						2	KINGS BIRTHDAY					1							1			Mon		
Tue			4		4	CDEM	1	RESER VE DAY	RTC			CDEM	1	TMARFC			2	THCB	CDEM					2			Tue		
Wed	1	NEW YEARS	5		5	RESERVE DAY	2	RESERVE DAY			4		2				3	RESERVE DAY	1					3			Wed		
Thu	2	NEW YEARS	6	WAITANGI DAY	6	THERC	3	THERC	1	RESERVE DAY	5	COUNCIL	3	COUNCIL			4	BOIWCB	2					4			Thu		
Fri	3		7		7	TE MARUATA	4	RESERVE DAY	2	RESERVE DAY	6		4		1	NAT	5	KHCB	3					5			Fri		
Sat	4		8		8		5		3		7		5				6			4		1		6			Sat		
Sun	5		9		9		6		4		8		6		3		7			5		2		7			Sun		
Mon	6		10		10		7		5		9		7		4		8			6		3		8			Mon		
Tue	7		11	THERC	RTC	11	RESE RVE DAY	JREDC	8	TMARFC	6	THERC	10	THCB	RTC	8	THCB	5	THCB	RTC	9	TKTIC	7		4		9	Tue	
Wed	8		12		12		9		7		11	RESERVE DAY	9	RESERVE DAY	6	TMAR FC	10	RESERVE DAY	8			5		10			Wed		
Thu	9		13	COUNCIL	13	COUNCIL	10	COUNCIL	8	COUNCIL	12	BOIWCB	10	BOIWCB	7	BOIWCB	11	RESERVE DAY	9			6		11			Thu		
Fri	10		14		14	MTFJ	11		9		13	KHCB	MTFJ	11	KHCB	8	KHCB	12	NAT		10		7	12			Fri		
Sat	11		15		15		12		10		14		12		9		13			11	ELECTION DAY	8		13			Sat		
Sun	12		16		16		13		11		15		13		10		14			12		9		14			Sun		
Mon	13		17		17		14		12		16		14		11		15			13		10		15			Mon		
Tue	14		18	THCB	18	THCB	Z O N E	J C C A C	15	THCB	13	THCB	17	TKTIC	15	TE MARUATA	ZONE 1	12	TKTIC	16	TMARFC	JREDC/ FNDC		14		11		16	Tue
Wed	15		19	TMARFC	19	TKTIC	16	KHCB	14	TMARFC	18	RESERVE DAY	16	SUPER LOCAL	13	RESERVE DAY	17	RESERVE DAY	15			12		17			Wed		
Thu	16		20	BOIWC B	NAT	20	BOIWCB	17	BOIWCB	15	BOIWCB	19	TKTAM	17	MTFJ AGM	SUPER LOCAL	14	TKTAM	18	THERC	16		13		18			Thu	
Fri	17		21	KHC B	NAT	TOA T	21	KHCB	N A T	TO AT	18	GOOD FRIDAY	16	KHCB	NAT	20	MATARIKI	18	TOAT	15		19	TOAT	17				Fri	
Sat	18		22		22		19		17		21		19		21		16		20		18		15		20			Sat	
Sun	19		23		23		20		18		22		20		22		17		21		19		16		21			Sun	
Mon	20		24		24		21	EASTER MONDAY	19		23		21	JCCAC	18		22			20		17		22			Mon		
Tue	21		25	TKTIC	25	RESERVE DAY	22		20	TKTIC	24		22	TKTIC	19	RESERVE DAY	23	RESERVE DAY	21			18		23			Tue		
Wed	22	RESERVE DAY	26	RESERVE DAY	26		23	TKTIC	21	THERC	25	RESERVE DAY	23	RESERVE DAY	20	RESERVE DAY	24			22		19		24			Wed		
Thu	23		27	TKTAM	27	RESERVE DAY	24	TKTAM	22	RESERVE DAY	26	THERC	24	RESERVE DAY	21	THERC	25	COUNCIL	23			20		25	CHRISTMAS DAY		Thu		
Fri	24		28		28	TE MARUATA	25	ANZAC DAY	23	TOAT	27	NAT	25		22		26			24		21		26	BOXING DAY		Fri		
Sat	25				29		26		24		28		26		23		27			25		22		27			Sat		
Sun	26				30		27		25		29		27		24		28			26		23		28			Sun		
Mon	27	NORTHLAND ANNIVERSARY			31		28	NAT	26		30		28		25		29			27	LABOUR DAY	24		29			Mon		
Tue	28	RESERVE DAY				29	JREDC	27	RESERVE DAY			29	THERC	JREDC	26	RESERVE DAY	30			28	HE WHAKAPUTANGA	25		30			Tue		
Wed	29					30	RESERVE DAY	28	RESERVE DAY			30			27					29		26		31			Wed		
Thu	30							29					31	COUNCIL		COUNCIL				30							Thu		
Fri	31							30	TE MARUATA						29					31							Fri		
Sat								31							30												Sat		
Sun															31												Sun		
		January		February		March		April		May		June		July		August		September		October		Novemb er		December					

COMMUNITY BOARDS
THCB - Te Hiku Community Board
BOIWCB - Bay of Islands-Whangaroa Community Board
KHCB - Kaikohe-Hokianga Community Board
COMMITTEES
THERC - Te Huia-Executive Review Committee
TKTAM - Te Kuaka-Te Ao Māori Committee
TMARFC - Te Miromiro-Assurance, Risk and Finance Committee
TKTIC - Te Koukou-Transport and Infrastructure Committee
RESERVE DAYS 17

EXTERNAL MEETINGS
TOAT – Te Oneroa a Tōhē
RTC – Regional Transport Committee
JREDC /Mayoral Forum– Joint Regional Economic Development
JCCAC – Joint Climate change Adaptation Committee
CDEM – Civil Defence Emergency Management Group

LGNZ
Zone 1
NAT – National Council
Super Local – Super Local 2025, Te Pae, Christchurch
Te Maruata
MTFJ – Mayor for Task Force Core Group

PDP Hearings
- 24-27 March, Crs Halkyard-Harawira and Foy (Hearing 10: Māori Purpose, Treaty Settlement & Carrington Estate)
- 28 April-1 May, Crs Halkyard-Harawira and Foy (Hearing 11: Energy Infrastructure and Transport)
- 26-29 May, Cr Halkyard-Harawira (Hearing 12: Heritage and Cultural Values)
- 23-25 June, Crs Halkyard Harawira and Foy (Hearing 13: Hazards and Risks)
- 21/24 July, Kōwhai (Hearing 14: Urban Zones)
- 25-26 August, Cr McNally (Hearing 15A: Rezoning General & Kauri Cliffs)
- 1-4 September, Cr Foy (Hearing 15B: Rezoning – New Special Purpose Zones)
- 29 September-2 October, Crs McNally and Foy (Hearing 15C: Rezoning General)
- 6-8 October, Cr Foy (Hearing 15D: Rezoning Kerikeri-Waipapa)
- 28-30 October, Cr McNally and Kōwhai (Hearing 16: Subdivision)
- 4-6 November, Cr Foy (Hearing 17: General/Miscellaneous/Sweep Up)

Note that all JREDC meetings will be held in conjunction with the Mayoral Forum excluding 29 April 2024



## 7.2 WAITANGI 2025 TEMPORARY ROAD CLOSURES

**File Number:** A4982563

**Author:** Cath Beaumont, Road Corridor Manager

**Authoriser:** Tanya Proctor, Head of Infrastructure Strategy

### TAKE PŪRONGO / PURPOSE OF THE REPORT

The purpose of this report is to obtain Council approval for temporary road closures for Waitangi 2025.

### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- The task of approving Road Closures, specifically for the safe operation of Events, cannot be delegated by Council.
- Advertising of each event will take place approximately 42 days before proposed event and 1 week before the event in accordance with the Transport (Vehicular Traffic Road Closure) Regulations 1965.
- Without Council approval, the Waitangi Day commemoration event cannot take place.
- Traffic Management planning through a collaboration of Ti Tii Marae and Waitangi (Upper) Marae, Waitangi Trust, Police, Council, NZTA and Focus Paihia.

### TŪTOHUNGA / RECOMMENDATION

**That Council approve the proposed temporary road closures to accommodate the safe operation of the Waitangi Day commemoration week event.**

### 1) TĀHUHU KŌRERO / BACKGROUND

**Waitangi Week – Te Tii Marae: Monday 3<sup>rd</sup> February 2025 to Thursday 6<sup>th</sup> February 2025.**

Waitangi week commemorations will be showcased with a large marquee for people to sit and enjoy food from the food stalls and the entertainment showcased on site, for the start of the Waitangi week.

Road Closures and times: 2am – 7pm

4 days from 3<sup>rd</sup> – 6<sup>th</sup> February 2025

Te Kemara Avenue

Te Karuwhā Parade

Tau Henare Drive

Tahuna Road

Travellers will be directed to parking areas around the Haruru area: Bledisloe Domain, ITM Puketona and old airstrip Puketona Road. Shuttle buses will transfer members of the public to and from Waitangi grounds. This is to start the expectation of park and ride for the next four days. Communications via radio, TV and social media will be sent out prior to this week informing everyone on the expectation before arriving at Waitangi. Electronic Noticeboards will be set up directing traffic via State Highway 1 and 10 and Puketona Road.

Access to Te Kemara Avenue monitored and managed by Ngāti Rahiri and Ngāti Kawa for residents and Marae Whanāu. Limited access to Te Karuwhā Parade for VIPs, shuttle services for both parking and cruise ships, emergency services, businesses and stall holders. One way system set up from Te Karuwhā Parade over the bridge and continuing through to Tau Henare Drive through to Haruru Falls Road. This one way can be reversed at the discretion of the STMS in charge.

**Waitangi Day: Thursday 6<sup>th</sup> February 2025**

Road closures to ensure safe operations for the day and provide security for VIP operations. Reduce friction between vehicles and pedestrians, directing travellers to parking areas and shuttle buses – locations at Bledisloe Domain, large area next to ITM Puketona Road, old airstrip Puketona Road are set aside for parking and shuttles will transfer members of the public to and from Waitangi Marae and the grounds for the day.

Road Closures and time:

Thursday 6<sup>th</sup> February 2025 (Waitangi Day) 2am – 5pm

Te Kemara Avenue

Te Karuwhā Parade

Tau Henare Drive

Tahuna Road

**2) MATAPAKI ME NGĀ KŌWHIRIANGA / DISCUSSION AND OPTIONS**

The public notice for the proposed temporary road closures will be advertised in the Northern News, FNDC Website for at least 42 days before this event and 7 days leading up to this event.

**TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

To enable the Waitangi Week Commemorations to take place.

**3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

There are no budgetary implications.

**ĀPITIHINGA / ATTACHMENTS**

1. Waitangi 2025 Timeline - A5003595 [↓](#) 
2. WAITANGI TMP RUN SHEET - A5003596 [↓](#) 

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	Low significance
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	For the purpose of holding on any road, any vehicle races or trails, or any processions, carnivals, celebrations, sporting events or other special events, the Controlling Authority may, subject to the provisions of these regulations, close the road to ordinary vehicular traffic for a period or series of periods of not more than 12 hours each in any consecutive 24 hours.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	Local Relevance.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	There has been several meetings held at Waitangi Treaty Grounds. Present at these hui were: Te Tii Marae, Kawati Marae, Ngati Kawa Taituha, Waitangi Trust, Far North District Council, Police, Focus Paihia and NZTA.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	Elderly and anyone with disabilities will be allowed access through the road cordons for easier access to Waitangi. Parking near the stallholders will be accessible.
State the financial implications and where budgetary provisions have been made to support this decision.	No Budgetary implications
Chief Financial Officer review.	The Chief Financial Officer has not reviewed the Report

## Waitangi Commemorations Event 2025

### *Traffic Management Plan*

#### Road Closures

31<sup>st</sup> January – 7<sup>th</sup> February

- Te Karuwha Parade – Cnr of Puketona Road SH11 to Tau Henare Drive
- Te Kemara road – Cnr of Puketona Road, SH11 to Te Karuwha Parade
- Tau Henare Drive – Intersection of Baylys Road and Haruru Falls Road ✓
- Haruru Falls Road – Off Puketona Road, SH11 ✓

3 – 6 February - CLOSURE

- Waitangi Boat Ramp

#### Impacted Streets/ Roads

- Tahuna Road, Waitangi
- Te Papa kainga, Waitangi
- Bayly Road, Waitangi
- Tui Glen Road, Haruru Falls
- Riverglen Drive, Haruru Falls
- Puketona Road, SH11
- Marsden Road, SH11
- Osler Avenue, Waitangi

#### Impacted Towns / Communities

- Haruru Falls
- Waitangi
- Paihia
- Te Haumi
- Opuā
- Puketona

#### Impacted State Highways

- SH11 – Puketona, Haruru Falls, Waitangi
- SH10 – Oromahoe – Kerikeri
- SH1 - Pakaraka, Moerewa, Kawakawa
- SH11 – Taumarere, Opuā, Te Haumi, Paihia

#### Impacted Businesses

- Copthorne Waitangi
- Waitangi Yacht Club
- Waitangi Golf Course
- Waitangi Mountain Bike Park
- Waitangi Treaty Grounds
- Cruise-ships

Friday 31 <sup>st</sup> January 2025				
Time	Programme	Recommended	Additional Notes	Considerations
1000	TMP Meeting	Waitangi National Trust Police, FENZ, St Johns, FNDC, Contractors, Tow Truck, WDCC Co Chairs, Waitangi Marae Rep, NRMK Rep	<ul style="list-style-type: none"> <li>• Morning Tea</li> <li>• Tow Truck available for immediate Tows</li> <li>• WNT Security monitor and manage estate.</li> <li>• Waitangi Marae to Manage Te Kemara Ave.</li> </ul>	
1200	<ul style="list-style-type: none"> <li>• TMP Set Up – Static Patrol</li> <li>• Waitangi Marae and Beach Camp Setting Up</li> <li>• Waka Camp – Bledisloe Set Up</li> <li>• Otiria Marae – Waka Crew Set Up</li> </ul>	<ul style="list-style-type: none"> <li>• EVENT TMP SIGNS AND ROAD CONES INITIATE SETUP</li> </ul>	Comms Plan Boat Ramp OPEN until 2 Feb to public?	
	Event Hireage Arriving	<ul style="list-style-type: none"> <li>• ITM CARPARK ZONE TO SET UP</li> <li>• BLEDISLOE CARPARK ZONE SET UP</li> <li>• Portaloos</li> <li>• Marquees</li> <li>• Fencing</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	
1900	TMP Static Patrol Concludes	<ul style="list-style-type: none"> <li>•</li> </ul>		
	TMP Debrief	<ul style="list-style-type: none"> <li>•</li> </ul>		

Note: 1 Cruiseship carrying 184PAX, tendering to Russell?? – Arrives on 30<sup>th</sup> Jan

Saturday 1 <sup>st</sup> February 2025				
Time	Programme	Recommended	Additional Notes	Considerations
0800	TMP Static Patrol	Potential Monitor and manage bridge	<ul style="list-style-type: none"> <li>• Tow Truck available for immediate Tows</li> <li>• WNT Security monitor and manage estate</li> <li>• Waitangi Marae to manage Te Kemara Ave.</li> </ul>	
		<ul style="list-style-type: none"> <li>•</li> </ul>		
1800	TMP Static Patrol ENDS	<ul style="list-style-type: none"> <li>•</li> </ul>		
	TMP Debrief	<ul style="list-style-type: none"> <li>•</li> </ul>		

Note:NO CRUISESHIP



Monday 3 <sup>rd</sup> February 2025				
Time	Programme	Recommended	Additional Notes	Considerations
1200	Waitangi Whare Opening	<ul style="list-style-type: none"> <li>Karuwha Parade – <b>Closed</b> to all vehicular traffic.</li> </ul>	Waitangi Boat Ramp Closed to Public Use	
	Waitangi Marae Final Preparations	<ul style="list-style-type: none"> <li>Te Kemara Ave monitored and managed by Ngati Rahiri / Ngati Kawa.</li> <li>Waitangi Marae and TB3 will have resevered parking for Hapu returnees.</li> </ul>		
		<ul style="list-style-type: none"> <li>Taumata Mohi Zone – <b>CLOSED TO VEHICULAR MOVEMENT – EMERGENCIES ONLY</b></li> </ul>		
0300		<ul style="list-style-type: none"> <li>Parking and shuttles from ITM and Bledisloe</li> <li>ITM Shuttle to Te Karuwha Parade <b>PURPLE</b>.</li> <li>Bledisloe <b>PINK</b> Shuttle to Tau Henare Drive to the bridge.</li> <li>Bridge to Roundabout <b>CLOSED</b> – Limited access to residents, shuttle service and emergencies.</li> </ul>	<ul style="list-style-type: none"> <li>2 x 50 Seaters from ITM to Karuwha parade <b>PURPLE</b></li> <li>2 x 50 Seaters from Bledisloe <b>PINK</b> to Tau Henare Drive</li> </ul>	
			Ferry service Russell to Waitangi and Paihia to Waitangi?	
0500	Opening Ceremony of Te Tiriti o Waitangi Whare	<ul style="list-style-type: none"> <li>Bridge to Roundabout <b>CLOSED</b> – Limited access to residents, shuttle service and emergencies.</li> </ul>		
0900	Official Opening Ceremony Concludes	<ul style="list-style-type: none"> <li>Review closure to potentially open to 1 way traffic at 20km/hr. <b>OPEN if TMP assesment allows.</b></li> <li>Provide limited parking on Sports field. Above layout for stall site, both for events and business.</li> <li>Waitangi Marae and TB3 will have resevered parking for Hapu returnees.</li> </ul>	<ul style="list-style-type: none"> <li>Reduce down to 1 x 50 Seater bus for ITM, and 1 x 50 Seater bus for Bledisloe.</li> </ul>	
1100	Waitangi Marae host events and activities			
1300	Waitangi Marae host events and activities	<ul style="list-style-type: none"> <li>Provide limited parking on Sports field. Above layout for stall site, both for events and business</li> <li>Invitational Parking to rear of <b>Whare Runanga – SCREENED SILVER – WNT to monitor from 9am.</b></li> <li>All other parking at Bledisloe and ITM</li> </ul>		
1400	Pōwhiri – Govenor General	<ul style="list-style-type: none"> <li>Tau Henare Drive to approx 500mtrs past Monument – <b>ROAD CLOSED (1345 – 1415)</b></li> </ul>	Potential to do briefing in Tahuaroa? Walk out from Te Rau Aroha on to Atea for powhiri?	



Tuesday 4 <sup>th</sup> February 2025				
Time	Programme	Recommended	Additional Notes	Considerations
0500	Pōwhiri preparations for Ngā Iwi o Te Motu - Kīngitanga - Ratana	<ul style="list-style-type: none"> <li>• OPEN to 1 way only.</li> <li>• Provide limited parking on Sports field. Above layout for stall site, both for events and business</li> <li>• Te Kemara Ave monitored and managed by Ngati Rahiri / Ngati Kawa.</li> <li>• Invitational Parking to rear of <b>Whare Runanga – SCREENED SILVER – WNT to monitor from 5am.</b></li> </ul>	<ul style="list-style-type: none"> <li>• 1 x 50 Seaters from ITM to Karuwha parade <b>PURPLE</b></li> <li>• 2 x 50 Seaters from Bledisloe <b>PINK</b> to Tau Henare Drive</li> </ul> Waitangi Boat Ramp Closed to Public Use	
0600		<ul style="list-style-type: none"> <li>• Parking and shuttles from ITM and Bledisloe <b>PINK.</b></li> <li>• ITM Shuttle to Te Karuwha Parade <b>PURPLE.</b></li> <li>• Kaumātua Shuttles from Tau Henare Drive of bridge to Monument</li> <li>• Invitational Parking to rear of <b>Whare Runanga – SCREENED SILVER – WNT to monitor from 5am.</b></li> </ul>	ALL NON SHUTTLE BUSES TO PARK SAME PLACE AS NAVY	
0700		<ul style="list-style-type: none"> <li>• <b>OPEN:</b> Parking for Manuhiri on Sports Field – Potential entry by Boat Ramp.</li> <li>• <b>Manuhiri Buses</b> – Drop off at Monument and Park where Navy Buses Park.</li> <li>• <b>Invitational Parking</b> to rear of <b>Whare Runanga – SCREENED SILVER – WNT to monitor from 5am.</b> <ul style="list-style-type: none"> <li>- Iwi Leaders</li> <li>- Officials, FNDC,</li> <li>- NZ Police</li> <li>- St Johns</li> <li>- FENZ</li> <li>-</li> </ul> </li> </ul>	<b>Manuhiri</b> <b>- OPEN Tahuaroa 0700 - 0845</b> <ul style="list-style-type: none"> <li>- Hot Beverages</li> <li>- Fresh Fruit</li> <li>- Hot Kai</li> </ul> <i>Kaumātua and Kuia</i> Ferry service Russell to Waitangi and Paihia to Waitangi?	
0900	Pōwhiri preparations for Ngā Iwi o Te Motu - Kīngitanga - Ratana	<ul style="list-style-type: none"> <li>• Te Karuwha Parade OPEN to single lane trafficto Tau Henare Drive</li> <li>• Treaty Grounds Entry to VIP Entry limited traffic movement – Vehicles</li> </ul>	ALL BUSES TO PARK SAME PLACE AS NAVY Reduce down to 1 x 50 Seater bus for ITM, and 1 x 50	

Wednesday 5 <sup>th</sup> February 2025				
Time	Programme	Recommended	Additional Notes	Considerations
0600		<ul style="list-style-type: none"> <li>• OPEN to 1 way only.</li> <li>• Provide limited parking on Sports field. Above layout for stall site, both for events and business</li> <li>• Te Kemara Ave monitored and managed by Ngati Rahiri / Ngati Kawa.</li> </ul>	<ul style="list-style-type: none"> <li>• 2 x 50 Seaters from ITM to Karuwha parade <b>PURPLE</b></li> <li>• 2 x 50 Seaters from Bledisloe <b>PINK</b> to Tau Henare Drive</li> </ul> Waitangi Boat Ramp Closed to Public Use	
0700		<ul style="list-style-type: none"> <li>• Parking and shuttles from ITM and Bledisloe</li> <li>• ITM Shuttle to Te Karuwha Parade <b>PURPLE</b>.</li> <li>• Bledisloe Shuttle to Tau Henare Drive <b>PINK</b>.</li> </ul>	ALL BUSES TO PARK SAME PLACE AS NAVY  Ferry service Russell to Waitangi and Paihia to Waitangi?	
0800	Pōwhiri – Pacific Island Community	<ul style="list-style-type: none"> <li>• Parking and shuttles from ITM and Bledisloe</li> <li>• OPEN: Parking for Manuhiri and tourists on Sports Field</li> <li>• Invitational Parking to rear of Whare Runanga – SCREENED SILVER</li> </ul>		
0800		<ul style="list-style-type: none"> <li>• <b>PAUSED:</b> Parking and shuttles from ITM and Bledisloe</li> <li>• <b>OPEN:</b> Parking for Manuhiri on Sports Field</li> <li>• Invitational Parking to rear of Whare Runanga – SCREENED SILVER</li> </ul>		
0900	Pōwhiri – Preparations Parliamentarians.	<ul style="list-style-type: none"> <li>• Te Karuwha Parade OPEN to single lane traffict to Tau Henare Drive</li> <li>• Treaty Grounds Entry to VIP Entry limited traffic movement – Vehicles to EXIT via Haruru Falls Rd.</li> </ul>	ALL BUSES TO PARK SAME PLACE AS NAVY  OPEN MARQUEE - Hot / Cold Beverages - Fresh Fruit - Cake Frybread, Salad and Meat	
1100	Pōwhiri – Parliamentarians.	<ul style="list-style-type: none"> <li>•</li> </ul>	NO SHUTTLES FROM 1030 to 1130	



Thursday 6 <sup>th</sup> February 2025				
Time	Programme	Recommended	Additional Notes	Considerations
0300 - 0500		<ul style="list-style-type: none"> <li>Te Kemara Ave monitored and managed by Ngati Rahiri / Ngati Kawa.</li> <li>Karuwha Parade – Closed to vehicular traffic.</li> <li>Taumata Mohi Zone – CLOSED TO VEHICULAR MOVEMENT – <b>EMERGENCIES ONLY</b></li> <li>Invitational Parking to rear of Whare Runanga – <b>SCREENED SILVER</b></li> </ul>	<ul style="list-style-type: none"> <li>2 x 50 Seaters from ITM to Monument <b>PURPLE</b></li> <li>2 x 50 Seaters from Bledisloe <b>PINK</b> to Monument</li> <li>Waitangi Boat Ramp Closed to Public Use</li> <li>Ferry service Russell to Waitangi and Paihia to Waitangi?</li> </ul>	ALL STALL HOLDERS TO INITIALLY ARRIVE AT MEETING POINT AT DAVIS CRESENT
0500	Dawn Ceremony	<ul style="list-style-type: none"> <li>Parking and shuttles from ITM and Bledisloe</li> <li>ITM Shuttle to Te Karuwha Parade <b>PURPLE.??</b></li> <li>Bledisloe Shuttle to Tau Henare Drive <b>PINK.??</b></li> <li></li> </ul>		<p>ALL STALL HOLDERS TO CONVOY VIA KARUWHWA PARADE.</p> <p><b>0500hrs CONVOY 1 – WHANAU ZONE</b> STALL HOLDERS E, F, G and H. 44 Stalls <b>GREEN</b></p> <p><b>0530hrs CONVOY 2 – WAKA ZONE</b> STALL HOLDERS A, B, C, D, E, and F. 48 Stalls <b>RED</b></p> <p><b>0545hrs CONVOY 3 – WHANAU ZONE</b> STALL HOLDERS A, B, C and D. 56 Stalls <b>BLUE</b></p>
0730	Flag Raising Ceremony	<ul style="list-style-type: none"> <li></li> </ul>		<p><b>0630hrs Waka Buses x 4 and support vehicles</b></p> <p><b>0730hrs FENZ Vehicles</b> <b>St Johns Vehicles</b></p> <p>All via Te Karuwha Parade</p>
0830	<p>Kaupapa Waka Ceremony – Te Tii Beach</p> <p>Whānau Zone – Opens with Karakia NHHT</p> <p>Waka Zone – Opens with Karakia – Waka Stage</p> <p>0900 – Forum Tent Starts</p> <p>0900 – Waitangi Marae Stalls open</p>	<ul style="list-style-type: none"> <li>TAU HENARE DRIVE CLOSED TO VEHICLE MOVEMENTS</li> <li>TE KARUWHWA PARADE CLOSED TO VEHICLE MOVEMENTS</li> </ul>	<ul style="list-style-type: none"> <li>3 x 50 Seaters from ITM to Karuwha parade <b>PURPLE</b></li> <li>3 x 50 Seaters from Bledisloe <b>PINK</b> to Tau Henare Drive</li> </ul>	ALL STALL HOLDERS TO STAY UNTIL 4PM
1000	Hikoi arrives at Whare Runanga.	<ul style="list-style-type: none"> <li></li> </ul>		

Friday 7 <sup>th</sup> February 2025				
Time	Programme	PLAN	Option 2	Option 3
0700	TMP Static Patrol	Potential Monitor and manage bridge	<ul style="list-style-type: none"> <li>Tow Truck available for immediate Tows</li> <li>WNT Security monitor and manage estate</li> </ul> Waitangi Marae to manage Te Kemara Ave.	
		<ul style="list-style-type: none"> <li></li> </ul>		
1100	TMP Static Patrol ENDS	<ul style="list-style-type: none"> <li>Initiate removal of event signage, cones etc...</li> </ul>		
		<ul style="list-style-type: none"> <li></li> </ul>		

Note: 2 Cruiseships carrying 930 and 3537PAX tendering to Waitangi

**WAITANGI TMP RUN SHEET**

**30 Jan – 07 Feb 2025**

20 Jan

<b>No.</b>	<b>Activity</b>	<b>TMM Actions</b>	<b>Time Installed</b>	<b>Removed /Standdown</b>	<b>TMP Ref</b>	<b>Resources</b>	<b>Comments</b>
1.	Pre Event notice	VMS deployed Towai	20 Jan 1000	02 Feb	TMD 01	Ute Driver	
2.	Pre Event Notice	VMS deployed Puketona	20 Jan 1100	2000hrs 06 Feb	TMD 02	Ute Driver	
3	Event Notice	Waiomio	02 Feb 1100	2100hrs 06 Feb	TMD 03	Ute Driver	
















30 Jan - 02 Feb

<b>No.</b>	<b>Activity</b>	<b>TMM Actions</b>	<b>Time Installed</b>	<b>Removed /Standdown</b>	<b>TMP Ref</b>	<b>Resources</b>	<b>Comments</b>
4.	Event	Advance warning	0800	1900 Daily until 06 Feb	TMD 04 TMD 05 TMD 06	Truck, STMS, TC x 2	SH 11 Marsden Road SH 11 Puketona Road Tau Henare Drive Daily monitor
5.	Parking prevention	Cones & NP Signage	0900	1900 Daily until 06 Feb	TMD 07 TMD 08	STMS TC x 6	Te Kemara Ave Report violations to FNDC
6.	Sign layout	VMS relocated Site preparation 3rd Layout signs	0800	02 Feb 1900	TMD 03 TMD09/10 TMD 11 TMD 12 TMD 13	Ute/Driver Same Crew as No.4. Plus, xtra truck	Bledisloe Parking Haruru Falls Intersection Puketona Road NP Karuwha Road Closure

<b>No.</b>	<b>Activity</b>	<b>TMM Actions</b>	<b>Time Installed</b>	<b>Removed /Standdown</b>	<b>TMP Ref</b>	<b>Resources</b>	<b>Comments</b>
7.	Whare tuwhera Te Tiriti	Screening and parking direction  Stand down ITM team if not required  Event ending – signs moved to berm, not required until 06th cones removed Stand down ITM team if not required	0001 <b>03 Feb</b>	1100 Revaluation  0600  1200	TMD 07 TMD 08 TMD 09 TMD 10 TMD 11 TMD 12 TMD 13  TMD 14	Truck x 4 STMS x 4 TC x 15	All set up by 0200 (LIGHTS) Direct public into parking areas at Bledisloe, ITM/Puketona Road Close Karuwha by 0200 Options: One way system on Karuwha /Tau Henare Open Karuwha to one way traffic onto Treaty Grounds. Close lane onto bridge from Tau Henare. Public to Exit Treaty Grounds via Haruru Falls
8.	Nga Powhiri Maintain parking restrictions	Staff deployed – no parking Lane closure Bridge Bledisloe Stop/Go	0800 <b>04 – 05 Feb</b>	1900	TMD 14 TMD 07  TMD 09 TMD 10	Truck x 2 STMS x 2 TC x10 STMS, Truck, TC x2	Karuwha Te Kemara Tau Henare Report parking violations to FNDC
			<b>06 Feb</b>				
9.	Set up all sites   Karuwha authorised access	Deployment to all sites Road Closure Stop Go Bledisloe Check Point Golf Club Rolling block on Marsden Road to Allow authorised	0001  0200 0200 0200 0500 0530 0545 0630		TMD 07 TMD 08 TMD 13 TMD 09/10 TMD 17	STMS x 4 TC x 16   Police/Truck /attenuator Driver	All set up by 0200 (LIGHTS) Direct public into parking areas at Bledisloe, ITM/Puketona Road 0200 Close Karuwha Stall Holders x 45 Stall Holders x 48 Stall Holders x 56 0630 Waka Crews

	Parking	groups in under convoy Check points	0730 0800		TMD 08 TMD 12	As per manning List STMS Call	0730 Fire/Ambulance  1200 Change over/relief staff
	Trigger points	Activate Xtra parking	0800 – 1300 0800 - 1500		TMD 16	T/ Leader Ute	Puketona Road, Watea Entrance Opposite Bledisloe Wai Kai
	Staff Well being Relieve Early Starts Staff Wellbeing	Welfare check Navix Run  Reserve team on site Navix Run	0900  1300 1500			Team Leader Ute	Wai Kai Ice blocks
10.	Trigger points deactivated	Resources reconciliation	1700			Traffic Team Co- ordinator	Stand down locations Commence uplift of TTM Equipment
			<b>07 FEB</b>				
11.		Pack up/Remove all TTM equipment				Trucks x 2	Uplift all equipment return to home locations

## TRAFFIC MANAGEMENT PLANS:

-  TMD 01 VMS Location Towai
-  TMD 02 VMS Location Puketona
-  TMD 03 VMS Location Waiomio
-  TMD 04 Advance Warning Marsden Road
-  TMD 05 Advance Warning Puketona Road
-  TMD 06 Advance Warning Tau Henare
-  TMD 07 Te Kemara Road Closure
-  TMD 08 Te Kemara Parking
-  TMD 09 Bledisloe Parking
-  TMD 10 Bledisloe Bus Turnaround
-  TMD 11 Haruru Falls Intersection
-  TMD 12 No Parking SH 11
-  TMD 13 Road Closure Karuwha Parade
-  TMD 14 Lane Closure Waitangi Bridge
-  TMD 15 Parking ITM Puketona Road
-  TMD 16 Parking ITM Trigger Point
-  TMD 17 Golf Course Closure



### 7.3 TEMPORARY ROAD CLOSURE - KERIKERI CRUZ'N THE BAYZ

**File Number:** A4851211

**Author:** Cath Beaumont, Road Corridor Manager

**Authoriser:** Tanya Proctor, Head of Infrastructure Strategy

#### TAKE PŪRONGO / PURPOSE OF THE REPORT

The purpose of this paper is to obtain Council approval for a temporary road closure.

#### WHAKARĀPOOTO MATUA / EXECUTIVE SUMMARY

- The task of approving Road Closures, specifically for the safe operations for events, cannot be delegated by council.
- Advertising of each event will take place approximately at least a minimum of 42 days before proposed event and one week before the event in accordance with the transport (Vehicular Traffic Road Closure) Regulations 1965.
- Without Council approval the Kerikeri Cruz'n the Bayz cannot take place.

#### TŪTOHUNGA / RECOMMENDATION

**That council approve the proposed temporary road closure to accommodate the safe operations of the kerikeri cruz'n the bayz event.**

#### 1) TĀHUHU KŌRERO / BACKGROUND

Saturday 1<sup>st</sup> March 2025 – Kerikeri Cruz'n the Bayz

A Classic Hot Rod, Muscle Car, and Motorcycle event that will take place in Waitangi, and Kerikeri.

The event will include driving from town to town, stopping to enjoy local food and music.

The following Road Closure and times are the same as the event held in March 2024:

- **Kerikeri Road** from Homestead Road intersection ending at the intersection of Kerikeri Road and Fairway Drive. **7:00am to 3:00pm**

- **Cobham Road** from Kerikeri Road intersection to intersection of Hobson Ave. **7:00am to 3:00pm**

#### 2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

The public notice for this proposed temporary road closures have been advertised in the Northern News, Chronicle, Northland Age and FNDC website for the first 42 days and a second public notice will go out seven days leading up to this event.

#### TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

To enable the Kerikeri Cruz'n the Bayz to take place.

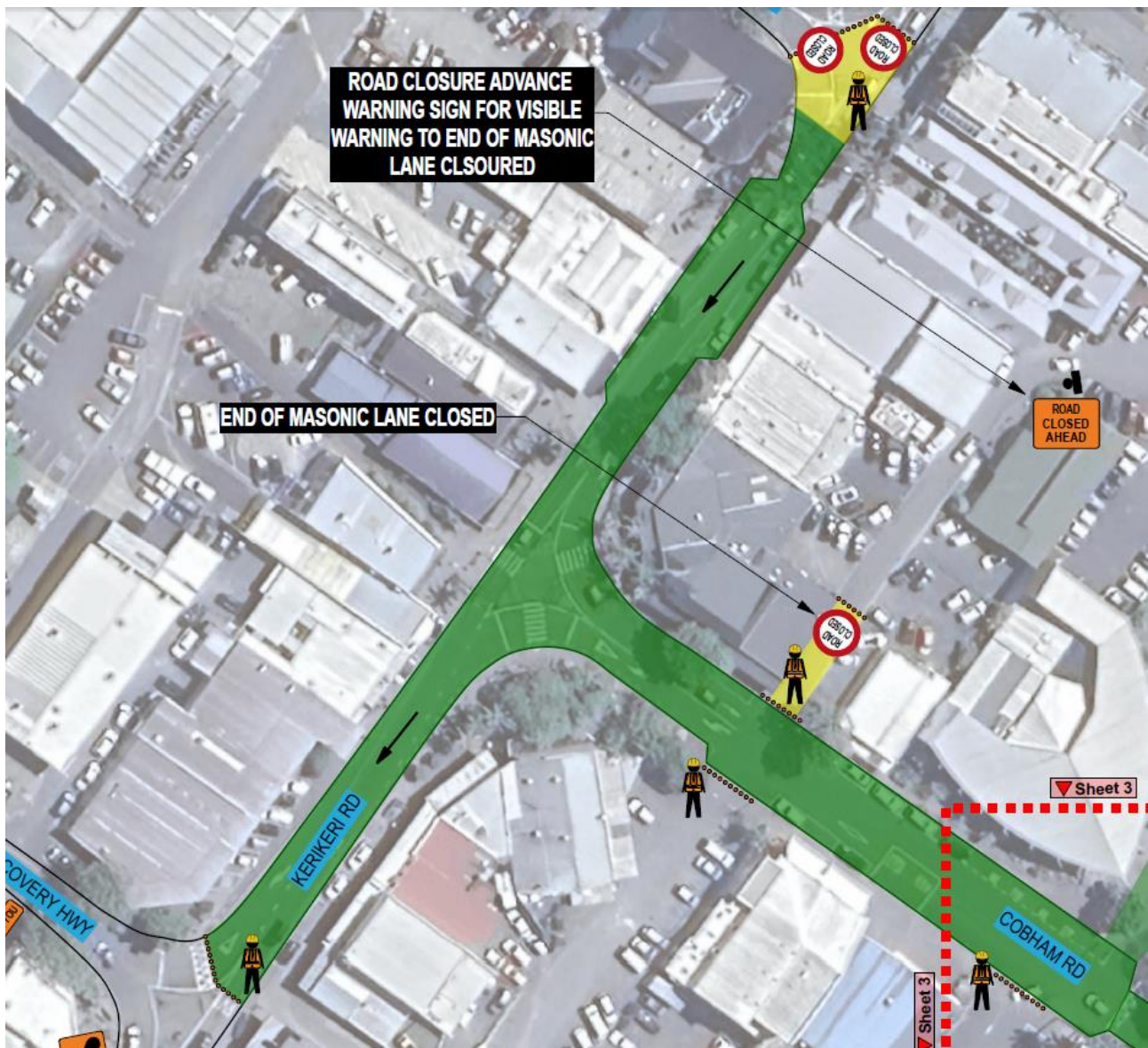
#### 3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no budgetary implications.

#### ĀPITIHINGA / ATTACHMENTS

Nil







**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	Low significance, the event organiser will be engaging with property owners and business and community groups that will be affected by their event with the road closures.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	For the purpose of holding on any road any vehicle races or trails, or any processions, carnivals, celebrations, sporting events, or other special events, the controlling authority may, subject to the provisions of these regulations, close the road to ordinary vehicular traffic for a period or series of periods of not more than 12 hours each in any consecutive 24 hours.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	There will be local relevance only to the area where the event will be held.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	Talked to Te Hono for contacts. Emailed Ngāti Rehia, Ngāti Kawa, Te Tii Waitangi and the Waitangi Trust informing them of the three-day event. So far only comments from Waitangi Trust that they appreciated the consultation.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	N/A Outlined in organisers event application.
State the financial implications and where budgetary provisions have been made to support this decision.	No budgetary implications.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed the report.

## 7.4 CONTROL OF EARTHWORKS BYLAW CONSULTATION

**File Number:** A4897747

**Author:** Dan Bowmar, Policy Advisor

**Authoriser:** Angie Thomas, Acting Chief Financial Officer

### TAKE PŪRONGO / PURPOSE OF THE REPORT

To obtain approval for the proposal to consult on continuing the Earthworks Bylaw without amendment.

### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- On 03 October 2019, Council approved the Control of Earthworks Bylaw under the Local Government Act 2002.
- On 12 September 2024, Council approved the continuation of the Control of Earthworks Bylaw without amendment.
- The Local Government Act 2002 requires that Council consult when continuing a bylaw without amendment.
- A Proposal for consultation on the Control of Earthworks Bylaw is in Attachment 1.
- The recommended consultation period for written submissions is for four weeks. The dates for oral submissions will be set following this four-week period.

### TŪTOHUNGA / RECOMMENDATION

**That Council:**

- approve, under section 160(3)(b)(ii) of the Local Government Act 2002, to consult on continuing the Control of Earthworks Bylaw without amendment in a manner that gives effect to the requirements of section 82 of the local government act 2002.**
- approve, the Proposal for Consultation on the Control of Earthworks Bylaw, in attachment one, to be made publicly available for the purpose of the consultation.**
- approve, the period for making written submissions on the proposal will be a minimum of 4 weeks.**
- delegate authority to the Mayor to decide on the date of oral presentation/s of submissions.**
- direct council staff to make all necessary logistical arrangements for people's verbal submissions to be heard in person in the council chambers or online via Microsoft Teams on the date decided by the mayor.**
- authorise the Chief Executive to make minor changes to the Proposal for Consultation on the Control of Earthworks Bylaw to correct grammatical or spelling errors, or formatting.**

### 1) TĀHUHU KŌRERO / BACKGROUND

On 03 October 2019 (refers 2019/39), the governing body of the Council approved the Control of Earthworks Bylaw under the Local Government Act 2002.

On 12 September 2024 (refers 2021/25), the governing body of the Council:

- approved, under section 158 of the Local Government Act 2002, the Control of Earthworks Bylaw has been reviewed.
- approved, under section 155(1) of the Local Government Act 2002, that a bylaw is the most appropriate way of addressing problems related to the control of earthworks.

- c) approved, under section 155(2) of the Local Government Act 2002, the Control of Earthworks Bylaw:
  - i. is the most appropriate form of bylaw
  - ii. does not give rise to any implications under the New Zealand Bill of Rights Act 1990.
- d) Approved to continue the Control of Earthworks Bylaw without amendment under section 145 of the Local Government Act 2002.

## **2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

### **Legal requirements for consultation**

Section 160 of the Local Government Act 2002 requires consultation following a bylaw review. Continuing the Control of Earthworks Bylaw without amendment is not considered a significant decision under the Council's Significance and Engagement Policy. Therefore, section 160 of the Local Government Act 2002 requires the Council to consult in a manner that meets the requirements of section 82. This includes:

- giving submitters information in a manner and format that is appropriate
- encouraging people to give their views and have a reasonable opportunity to present those views in either a written or verbal manner
- being clear about the purpose of the consultation and the scope of the decisions to be taken.

Section 160(4) of the Local Government Act 2002 requires, for consultation purposes, the Council to make publicly available:

- a copy of the bylaw to be continued
- the reasons for the proposal
- a report of any relevant determinations by the local authority under Local Government Act 2002, section 155.

Attachment 1 is the proposal document that meets the requirements of section 160 and a copy of the bylaw to be continued.

### **Consultation process**

Section 82 of the Local Government Act 2002 does not stipulate a minimum length of time for consultation, however a consultation period of at least four weeks is considered best practice. Due to other engagement priorities, and reduced capacity in the Communications and Engagement team, the first available space in the engagement calendar is early February. Therefore, consultation will open on 10 February 2025 and close 13 March 2025, which is a period of four weeks.

Council staff recommend people be encouraged to present their views primarily by making comments or submissions via the Council's website. A submission form will be provided for download on the website for people to print and use to make written submissions either by post or delivery to Council offices. A small number of printed copies of the proposal document and submission form will be made available at Council offices for people to use if they are not able to print the documents themselves. A link to the webpage for making submissions will be emailed to the Council's "subscribers" database and publicised on the Council's social media pages.

Council staff will be available to discuss the Proposal with interested and affected parties during the consultation period. The Proposal may be of interest to the public and Council staff expect there may be requests to present submissions orally to elected members. Staff therefore recommend the Council delegate, to the Mayor, the power to arrange and change the date of the oral presentations of submissions.

**TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

The Council is required to consult after deciding a bylaw should continue without amendment. The proposal document in Attachment 1 meets the provisions of section 82A of the Local Government Act 2002 that prescribe the information the Council is required to make publicly available for consultation. The consultation process will meet the requirements of section 82 of the Local Government Act 2002 by:

- providing an opportunity for people to give their views on the proposal, the period to open on 10 February 2025 and end on 13 March 2025
- the Council conducting hearings of oral presentations of submissions.

**Next Steps**

If Council approves the recommendation, staff aim to present an analysis of submissions and a proposed final version of the Bylaw to Council by the end of the second quarter of 2025.

**3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

The operational cost of consultation on the proposal to continue the Control of Earthworks Bylaw is expected to be minimal (less than \$1000 plus staff time and resources) and will be met from within existing budgets.

**ĀPITI HANGA / ATTACHMENTS**

1. **Proposal - Control of Earthworks Bylaw 2019 - A4948807**  

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	The Control of Earthworks Bylaw has a low level of significance as: a) it does not involve the transfer of ownership or control of a strategic asset or other important asset; and b) it is not inconsistent with current Council plans and policies.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Sections 82, 155(1), 155(2), 158, and 160(3)(b)(ii) of the Local Government Act 2002 apply to the decision recommended in this report.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	The proposal has district-wide relevance and is not within the delegations of Community Boards.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	Seeking the views and input of iwi in the development of policy is integral. Māori will be given an opportunity to consult as part of the consultative procedure.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	Affected and interested parties will be given an opportunity to share their views and preferences during the consultation process.  This includes: <ul style="list-style-type: none"> <li>• Mana whenua</li> <li>• Land owners</li> <li>• Land developers</li> <li>• Earthworks companies</li> <li>• Farmers</li> <li>• Communities</li> </ul>



State the financial implications and where budgetary provisions have been made to support this decision.	The operational cost of consultation on the proposal to continue the Control of Earthworks Bylaw is expected to be minimal (less than \$1000 plus staff time and resources) and will be met from within existing budgets.
Chief Financial Officer review.	This report has been reviewed by the Chief Financial Officer.



HE ARA TĀMATA  
CREATING GREAT PLACES  
*Supporting our people*

## Control of Earthworks Bylaw 2019 Proposal

### 1 Context and situation

The Far North District Council proposes to continue its Control of Earthworks Bylaw 2019, under section 145 of the Local Government Act 2002, to enforce and regulate issues related to the control of earthworks in the Far North District.

On 03 October 2019, the governing body of the Council determined that a bylaw was the most appropriate way of addressing problems related to the Control of Earthworks in the Far North District, under section 155 of the Local Government Act 2002.

Under section 158 of the Local Government Act 2002, a new bylaw requires a review 5 years after it was made. Therefore, a review of the Control of Earthworks Bylaw 2019 was required by 03 October 2024.

A review was conducted by Council under section 155 of the Local Government Act 2002 to consider whether the Bylaw:

- is still the most appropriate way of addressing the problems with respect to the control of earthworks
- is still the most appropriate form of bylaw
- gives rise to any implications under the New Zealand Bill of Rights Act 1990.

On 12 September 2024, the governing body of the Council approved to continue the Control of Earthworks Bylaw without amendment under section 145 of the Local Government Act 2002.

Under section 82 of the Local Government Act 2002, public are required to be consulted on this decision.

### 2 The proposal

The Council proposes to continue the Control of Earthworks Bylaw without amendment under section 145 of the Local Government Act 2002 to:

1. protect public health
2. prevent nuisance by controlling excavation, filling, and/or cellar work on private properties where a resource consent under the Operational District Plan is not required
3. control erosion and sedimentation created by earthworks in the Far North District.

### 3 Reasons for the proposal

Council requires a legal framework within which it can manage and control earthworks to safeguard the public, their properties, and the environment. The following problems were identified:

- Protecting the public from harm.
- Ensuring neighbouring properties are not affected by uncontrolled earthworks activities.
- Safeguarding the district's environment from uncontrolled earthworks activities.
- Meeting the current social, cultural, environmental, and economic wellbeing of the community.

The purpose of the Bylaw is:

*“to control excavation, filling, or cellar work on private property where a resource consent under the District Plan is not required, and to control erosion and sedimentation created by that work.”*

The Bylaw established a two-tier approach, as follows:

1. **Tier One:** The Operational District Plan applies thresholds for earthworks resource consents in different Zones (e.g. rural production 5,000m<sup>3</sup>, rural living/coastal living etc 300m<sup>3</sup>, residential/ industrial etc 200m<sup>3</sup>)
2. **Tier Two:** The Bylaw requires permits for earthworks of 50m<sup>3</sup> or more, or when these earthworks are situated 3m or less from a neighbour's property. These permits are intended:
  - a. To control earthworks without triggering a more expensive resource consent.
  - b. To cover some areas not covered by the Operational District Plan (e.g. some commercial areas).

Having a bylaw that regulates areas not covered by the Operational District Plan is still the most appropriate way to provide the legal framework to manage and control earthworks while the Proposed District Plan is being completed.

Under section 156 of the Local Government Act 2002, Far North District Council must consult with the public when making a new bylaw.

#### 4 Analysis of the reasonably practicable options

Council considered two options for addressing the perceived problems regarding the Control of Earthworks.

A third option, allowing the Bylaw to revoke and not potentially having the earthworks provisions of the Proposed District Plan operative was not a reasonably practicable option.

Council chose Option One – The Bylaw continues without amendment.

The advantages and disadvantages of the options are summarised in the following table.

Option	Advantages	Disadvantages
<b>Option One: Status Quo: The Bylaw continues without amendment (recommended option)</b> The current Bylaw stays in force with no changes.	<ul style="list-style-type: none"> <li>Bylaw controls excavation, filling, and/or cellar work on private properties where a resource consent under the Operational District Plan is not required</li> <li>Bylaw controls erosion and sedimentation created by earthworks</li> <li>Bylaw aligns with relevant laws and legislation</li> <li>Bylaw form is certain (clear)</li> </ul>	<ul style="list-style-type: none"> <li>None identified</li> </ul>
<b>Option Two: Do nothing – allow the Bylaw to revoke in two years</b>	<ul style="list-style-type: none"> <li>Until the Bylaw revokes it will have the same effect as the current Bylaw</li> </ul>	<ul style="list-style-type: none"> <li>After the Bylaw revokes, there would be a policy vacuum if the Proposed District Plan earthworks rules have not become operative,</li> </ul>

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The current Bylaw will still apply until 03 October 2026 when it will automatically revoke.		or do not address all the relevant matters.
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## 5 New Zealand Bill of Rights Act 1990 implications

### Assessment of implications under the New Zealand Bill of Rights Act 1990 (NZBORA)

Pursuant to section 155(2)(b) of the Local Government Act 2002 (LGA), before making a bylaw the Council must determine whether the proposed bylaw “gives rise to any implications under” NZBORA. Section 155(3) LGA states that “no bylaw may be made which is inconsistent with the NZBORA”.

It is therefore necessary for Council to identify any implications the Control of Earthworks Bylaw may have under NZBORA, and to determine that it is not inconsistent with NZBORA.

The NZBORA affirms the rights and freedoms set out in sections 8 to 27, which include the right to freedom from discrimination on the grounds set out in the Human Rights Act 1993. Those rights and freedoms are enforceable by the courts subject only to “such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society” (section 5 NZBORA).

The purpose of the bylaw is to impose reasonable limitations on behaviour and access to carry out earthworks to protect public health and safety, minimise nuisance, and minimise damage to the environment. The provisions in the Bylaw are justified because they only limit the rights of individuals to the extent it is reasonable to do so, in order for other people’s rights and freedoms to be maintained.

The Bylaw does not give rise to any implications and is not inconsistent with NZBORA.

## 6 How to give your views on the proposal

The Council encourages any person or organisation affected by, or having an interest in, the Control of Earthworks Bylaw 2019 to present their views on the proposal to the Council by making a submission.

You can make a submission by using any of the following methods:

- online at the Council’s website [www.fndc.govt.nz/have-your-say](http://www.fndc.govt.nz/have-your-say)
- email your submission to [submissions@fndc.govt.nz](mailto:submissions@fndc.govt.nz)
- drop-off your submission at any Council service centre or library, details of their locations and opening times are listed at [www.fndc.govt.nz/contact](http://www.fndc.govt.nz/contact) or you can get that information by phoning the Council on 0800 920 029
- post your submission to: Strategy and Policy Team, Far North District Council, Private Bag 752, Kaikohe 0440
- make an oral submission at a meeting of Council.

Please include your full name and email address or postal address in your submission if you want:

- the Council to acknowledge receipt of your submission
- to make an oral submission – you will be contacted about when and where the meetings for this are taking place.

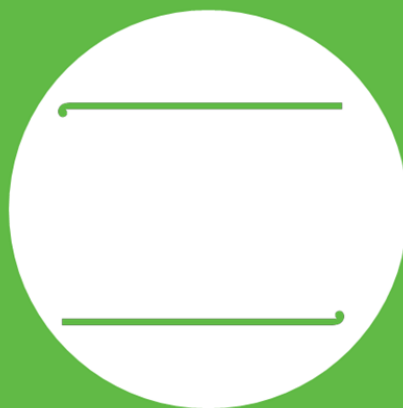
***Any submissions that are out of scope, offensive, inappropriate, or late may not be accepted by the council. You will be notified if your decision is not accepted and, where appropriate, invited to resubmit.***

Those interested in supporting their submission orally will be contacted with a date and time following the four-week consultation period.

**Privacy statement** – Please be aware, any submissions that are made on the Control of Earthworks bylaw become part of the public consultation process. As such, all submissions, any summaries of submissions, and any documents provided with your submission, are copied and made available to the Council's governing body as well as the public. Any personal information included with a submission such as your name is treated as part of the submission and will also be released publicly. Your submission and any personal information that you supply such as your name will not be treated as confidential unless you specifically request it in your submission.

### 6.1 The Control of Earthworks Bylaw

The Control of Earthworks Bylaw 2019 is as follows:



## 1. Title

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This Bylaw is the Control of Earthworks Bylaw 2019.

## 2. Commencement

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This Bylaw comes into force on 7 October 2019

## 3. Former Bylaw Repealed

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- 3.1 At the date this Bylaw comes into force, the Control of Earthworks Bylaw 2009 is repealed.
- 3.2 All approvals, permits and other acts of authority that originated under the Control of Earthworks Bylaw 2009 and all applications shall, for the purposes of this Bylaw, continue as if they had originated under this Bylaw.
- 3.3 The revocation of the Control of Earthwork Bylaw 2009 shall not prevent any legal proceedings, criminal or civil, being taken to enforce that bylaw, and such proceedings may continue to be dealt with and completed.

## 4. Application

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This Bylaw applies to the Far North District.

## 5. Purpose

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- 5.1 The purpose of this Bylaw is to control excavation, filling or cellar work on private property where a Resource Consent under the District Plan is not required, and also to control erosion and sedimentation created by such work.
- 5.2 This Bylaw is made by the Far North District Council pursuant to section 145 of the Local Government Act 2002 and every other enabling power and authority.

## 6. Interpretation

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- 6.1 In this Bylaw, unless the context otherwise requires -

**Abatement Notice** means any Abatement Notice issued under the Resource Management Act 1991.

**Cellar** means underground room or vault.

**Council** means the Far North District Council, including its authorised agents.

**Engineer** means a Chartered Professional Engineer (CPEng) with a current level of competency, as determined by, and who is registered with, the Institution of Professional Engineers of New Zealand Incorporated (IPENZ).

**Erosion** means the wearing away of land caused by action of water, wind, waves or similar actions.

**Excavation** means the digging out of materials from the ground, but does not include:

- (a) normal garden activities;
- (b) digging of post holes or trenches for drainage;
- (c) dam maintenance, driveway maintenance and drain maintenance;
- (d) normal rural practices;
- (e) septic tanks and associated drainage fields;
- (f) excavation for building foundations and stripping of topsoil to form a building footprint;
- (g) any works to public roads;
- (h) any quarry, public tip or similar use of land where fill is mined or stored pursuant to some other authorisation consent;
- (i) cuts behind retaining walls;
- (j) excavation of swimming pools if:
  - a. excavated material is removed from the property to a permitted dump site; or
  - b. excavated material remaining onsite meets the requirements of clause 7;
- (k) vehicle crossings.

**Existing ground level** means the ground level that exists on a property:

- (a) at the time this Bylaw came into force; or
- (b) following the completion of earthworks carried out in accordance with this Bylaw.

**Far North District** means the area within the boundaries under the territorial authority of the Far North District and includes all coastal areas to the line of mean low water springs.

**Far North District Plan** means the plan or plans (whether operative or proposed) for the time being in force in the district under the provisions of the Resource Management Act 1991.

**Fill or Filling** means to deposit soil, rock or other material not restricted by the requirements of the Far North District Plan in such a manner as to alter the natural and/or existing contour of the land, but does not include:

- (a) normal garden activities;
- (b) digging of post holes or trenches for drainage;
- (c) dam maintenance;
- (d) normal rural practices;
- (e) septic tanks and associated drainage fields;
- (f) filling of building foundation with granular fill under concrete slab foundation or filling with drainage metal behind retaining wall;
- (g) any works to public roads;
- (h) any quarry, public tip or similar use of land where fill is mined or stored pursuant to some other authorisation consent;
- (i) fill material behind retaining walls;
- (j) backfilling of swimming pools and associated drainage.

**GDO5** means Auckland Council's, "Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region".

**Notice** means either a stop work notice, notice to fix, Abatement Notice, infringement notice or a notice requiring the work to be completed, or corrected, issued to the owner or occupier, for the reasons given in that notice.



**Occupier** means any person, other than the owner, who has a right to occupy the property, by virtue of a tenancy granted by lease, licence or other authority.

**Owner** means any person, as defined in the Building Act 2004.

**Person** includes a corporation sole, a body corporate, and an unincorporated body.

**Resource consent** means a resource consent issued under the Resource Management Act 1991.

**Water body** means any body of water as defined in the Far North District Plan and section 2 of the Resource Management Act 1991.

**Zone** means any zone defined in the Far North District Plan

6.3 Any explanatory notes are for information purposes only and do not form part of this Bylaw.

6.4 The Interpretation Act 1999 applies to this Bylaw.

## 7. Earthworks Application Required

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- 7.1 Where a Resource Consent for earthworks and/or filling is not required under the Far North District Plan, then no person shall carry out or cause to be carried out, any excavation, cellar construction or filling until the Council's approval has been obtained and a permit has been issued for earthworks:
- (a) that is within 3 metres of any boundary or water body in all zones, except Minerals zone;
  - (b) that is beyond 3 metres of any boundary or water body, in any zone, except Minerals zone and Rural Production zone, and:
    - (i) exceeds 500mm in depth, over an area that exceeds 50m<sup>2</sup> ; or
    - (ii) exceeds 50m<sup>3</sup> ;
  - (c) that is in a Rural Production zone, and beyond 3 metres of any boundary or water body, and that exceeds 1.5 metres in depth;
  - (d) in any area of natural or physical resource specified in Part 3 of the Far North District Plan

*Explanatory note: Examples of an area of natural or physical resource include landscape features and sites of cultural significance to Maori.*

- (e) that affects the flow of stormwater in such a way that it adversely impacts on adjoining properties.
- 7.2 Every application for a permit to undertake work pursuant to clause 7.1 shall:
- (a) contain a drawing of the location, scope and description, to scale, on a site plan, to the Council's approval;
  - (b) be supported by any engineering reports that may be required by the Council to assess the application;
  - (c) be accompanied by evidence, to Council's satisfaction, of erosion and sediment controls

to be introduced for all work covered under the application, and to comply with GDO5;

- (d) be made in the prescribed form as specified by Council
- (e) be accompanied by the payment of any required application and processing fees in accordance with the Council's fees and charges schedule.

7.4 The Council shall issue a permit for earthworks upon satisfaction that all relevant information has been provided and the proposed works meets the criteria of this Bylaw.

7.5 Where approval is given to any application for an earthworks permit, such approval may be given under any conditions considered necessary by the Council to control risks to public safety, subsidence or sediment controls, or any other matter considered appropriate under the circumstances.

## 8. Exclusion of Liability

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8.1 No owner or occupier, nor their successors in title, of any property for which approval for excavation, fill or cellar work has been given, shall be entitled to claim against the Council for any damage caused during the carrying out of such work, or post-construction or latent defects, whether direct or indirect, from any defect in any water supply, sewerage system, or other public utility service under the control of the Council

## 9. Damage to Road or Public Property

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9.1 Where, in the course of the execution of works approved by a permit under this Bylaw, any damage is caused to public roads, carriageway, kerb, berm or verge, footpaths, vehicle crossings, underground services or property, the owner or occupier shall be liable for the full cost of any repairs required to re-instate the said road or property to its original condition.

9.2 Where, in the opinion of the Council there is a possibility of damage to public roads, carriageway, kerb, berm or verge, footpaths, vehicle crossings, underground services or property arising from works approved by a permit under this bylaw, a road damage deposit of such amount as may be determined by the Council shall be payable by the owner or occupier.

9.3 Where a road damage deposit has been paid in respect of works approved by a permit under this Bylaw, and in the opinion of the Council damage has been caused in the execution of those works, a Notice shall be sent to the owner or occupier, either during or after the execution of those works, requiring the re-instatement of the road or property, to its original condition. If within seven (7) days of the date of the Notice no action has been taken to affect the repairs stated in the Notice, the Council may arrange for the necessary repairs, and to retain the cost of those repairs from the road damage deposit.

9.4 Where a road damage deposit has been paid in respect of works approved by a permit under this Bylaw, and in the opinion of the Council, no damage has occurred to public roads or property in the execution of those works, the road damage deposit shall be refunded in full to the owner or occupier

## 10. Completion of work

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10.1 Every person, to whom an earthworks permit has been issued under this Bylaw, shall ensure that all work approved under the permit is completed as soon as practically possible, to Council's satisfaction.

- 10.2 Every person, to whom an earthworks permit is issued under this Bylaw, shall ensure that any deposits of debris, mud, silt, sediment or residue of materials used shall be kept clear of road carriageways and road sides, at all times
- 10.3 Where such work, approved under the earthworks permit is, in the opinion of the Council, incomplete, the property owner or occupier shall be issued with a Notice requiring the work to be completed in a specified time detailed in that Notice, and such work shall also apply to any materials deposited, as described in clause 10.2.
- 10.4 Where in the opinion of the Council, the finished work is unsightly or unsatisfactory, a Notice may also include a requirement for the owner or occupier to complete such works that may be necessary to retain any visual amenities, by re-establishing vegetation cover, or by using some other appropriate method.
- 10.5 Where, in the opinion of the Council, the work to which a Notice to complete is still outstanding, the Council may organise the completion of that work and charge the owner or occupier with the full costs of that work, which may include all contractors costs, and the Council's administration, travel and inspection fees, at rates defined in the Council's Fees and Charges Schedules.
- 10.6 Where, in the opinion of Council, any incomplete work, or illegal work carried out without a earthworks permit, is considered to be a danger to persons, or property, the Council may immediately make safe that work, and charge the property owner or occupier with the full costs, which may include all contractors costs, and the Council's administration, travel and inspections costs, at the rates defined in the Council's Fees and Charges Schedules

## 11. Bylaw Breaches

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- 11.1 Every owner or occupier on whose property a breach of any of the provisions of this Bylaw is committed is liable, on summary conviction, to pay a fine not exceeding \$20,000.
- 11.2 Any person convicted of an offence, under clause 11.1 of this Bylaw, shall not be relieved of the obligation to comply with the requirements of this Bylaw, but shall do so either before or immediately after conviction and where applicable shall carry out such remedial works, which may include the construction of a retention area, removal of filling, reinstatement or such other works as may be deemed necessary by the Council.

## 12. Exemptions

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- 12.1 The Council may, in its absolute discretion, exempt an owner or occupier from a requirement to obtain a permit under clause 7.1, provided that an application for an exemption is made in writing and accompanied by the payment of any required application and processing fees in accordance with Council's Fees and Charges Schedule. No exemption will be valid unless it is given to the applicant by the Council in writing.

### (c) Additional information to Control of Earthworks Bylaw 2019

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This document is for information purpose only and does not form part of this Bylaw. It contains matters made pursuant to this Bylaw and information to help users to understand, use and maintain this Bylaw. The document may be updated at any time.

(a) **Section 1: History of the bylaw**

Action	Description	Date of decision	Commencement
Expire	Control of Earthworks Bylaw 2009 expires in accordance with the Local Government Act	3 October 2019	6 October 2019
Make	Control of Earthworks Bylaw 2019	3 October 2019	7 October 2019

**Section 2: Related documents**

Document	Description	Location	Date
<i>Reports to Council/Committee/Panels</i>			
Adoption of Statement of Proposal	Statement of Proposal including draft Bylaw adoption for public consultation	<a href="#">Statement of Proposal</a>	27 June 2019
Submissions	Public submissions on the Statement of Proposal	<a href="#">Submission</a>	
Deliberations	Deliberations on submission issues raised	<a href="#">Deliberations</a>	5 September 2019
?			

Document	Location
<i>Legislation</i>	
Local Government Act 2002	<a href="http://www.legislation.govt.nz">www.legislation.govt.nz</a>
Bylaws Act 1910	<a href="http://www.legislation.govt.nz">www.legislation.govt.nz</a>
Interpretations Act 1999	<a href="http://www.legislation.govt.nz">www.legislation.govt.nz</a>

**7.5 2024-27 NATIONAL LAND TRANSPORT PLAN (NLTP) OUTCOMES****File Number: A4952885****Author: Cushla Jordan, Senior Asset Manager****Authoriser: Tanya Proctor, Head of Infrastructure Strategy****TAKE PŪRONGO / PURPOSE OF THE REPORT**

The purpose of this report is to provide Council with an update on the 2024-27 National Land Transport Plan subsidy funding for our Land Transport activities and inform Council's decisions regarding use of remaining unsubsidised local share.

**WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY**

NZ Transport Agency Waka Kotahi announced their final approved subsidy on 3<sup>rd</sup> September 2024 for:

- Continuous programmes including walking and cycling and road safety promotion
- Low cost, low risk activities include local road improvements and walking and cycling improvements.

With subsidy funding now confirmed, full option and impact analysis has been undertaken by roading staff. Based on the analysis, staff have put forward recommendations for Council to consider for the allocation of remaining unsubsidised funding for the continuous programmes and low cost low risk activities to ensure continuation of projects.

**TŪTOHUNGA / RECOMMENDATION****That Council:**

- a) **approves option 1 for all recommended allocations of unsubsidised funding for:**
  - i) **continuous programmes funding; and**
  - ii) **low-cost low risk investment funding**

**1) TĀHUHU KŌRERO / BACKGROUND**

A funding budget was prepared for the Council to maintain, operate, renew, and invest in transportation infrastructure which was submitted into the Council's Long-Term Plan 2024-27. The same funding request was submitted to NZ Transport Agency Waka Kotahi for subsidy.

The subsidy application was made under NZ Transport Agency Waka Kotahi Funding Assistance Rates policy through the National Land Transport Fund for the 2024-27 period to co-invest in local roading transport activities.

The funding application was justified through the Northland Regional Activity Management Plan 2024-2054: Transportation.

The Asset Management Plan supported a funding request not only to maintain existing levels of service, but in key areas such as drainage, sealed and unsealed roads, bridges and structures maintenance and renewals, additional funding requirements were identified and applied for to implement targeted improvement programmes.

NZ Transport Agency Waka Kotahi issued indicative allocations:

- On 6th of June 2024 for continuous programmes (excluding road safety promotion, and footpath and cycle path maintenance) that was \$16.015 million lower than the bid made in December 2023,

- On 2nd August 2024 for the remaining continuous programmes for road safety promotion, and footpath and cycle path maintenance that was \$5.973 million lower than the bid made in December 2023.

The funding application is classified into various activity classes as defined in the Government Policy Statement on Land Transport. The activity classes are high-level groupings of outputs, e.g., Local Road Pothole Prevention, Local Road Operations etc.

## 2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

### 2.1 Requested Funding budget for 2024-27 National Land Transport Plan vs Approved Subsidy

The funding budget prepared for the 2024-27 National Land Transport Plan versus the NZ Transport Agency Waka Kotahi approved subsidy of 3rd September is shown below in Table 1.

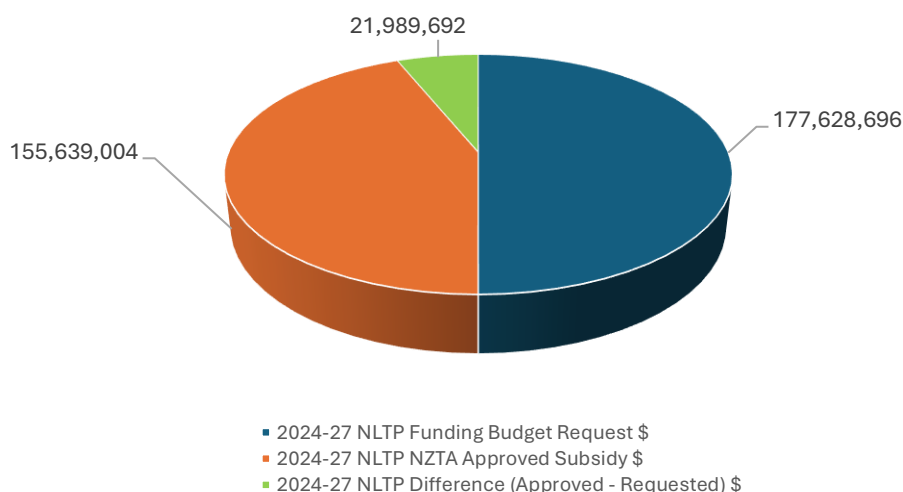
This section contains details of funding outcomes for the specific funding categories of:

- Continuous programmes including Local Road Improvements, Walking and Cycling and Road Safety Promotion
- Low Cost Low Risk

**Table 1 - Comparison of 3-year funding request versus approval**

Far North District Council Summary of 3 Year Funding Budget Request and NZTA Subsidy Funding approval	2024-27 NLTP Funding Budget Request \$	2024-27 NLTP NZTA Approved Subsidy \$	2024-27 NLTP Difference (Approved - Requested) \$
Pothole Prevention	103,107,431	97,300,002	5,807,429
Operations	53,953,470	47,285,001	6,668,469
Local Road Improvements - WC216 Bridges	11,540,045	8,000,001	3,540,044
Walking and Cycling	2,990,987	684,000	2,306,987
Road Safety Promotion	6,036,763	2,370,000	3,666,763
<b>Total continuous programmes</b>	<b>177,628,696</b>	<b>155,639,004</b>	<b>21,989,692</b>
Low-Cost Low Risk	54,477,982	8,750,000	45,727,982

**Figure 1 - Comparison of 3-year funding request versus approval**

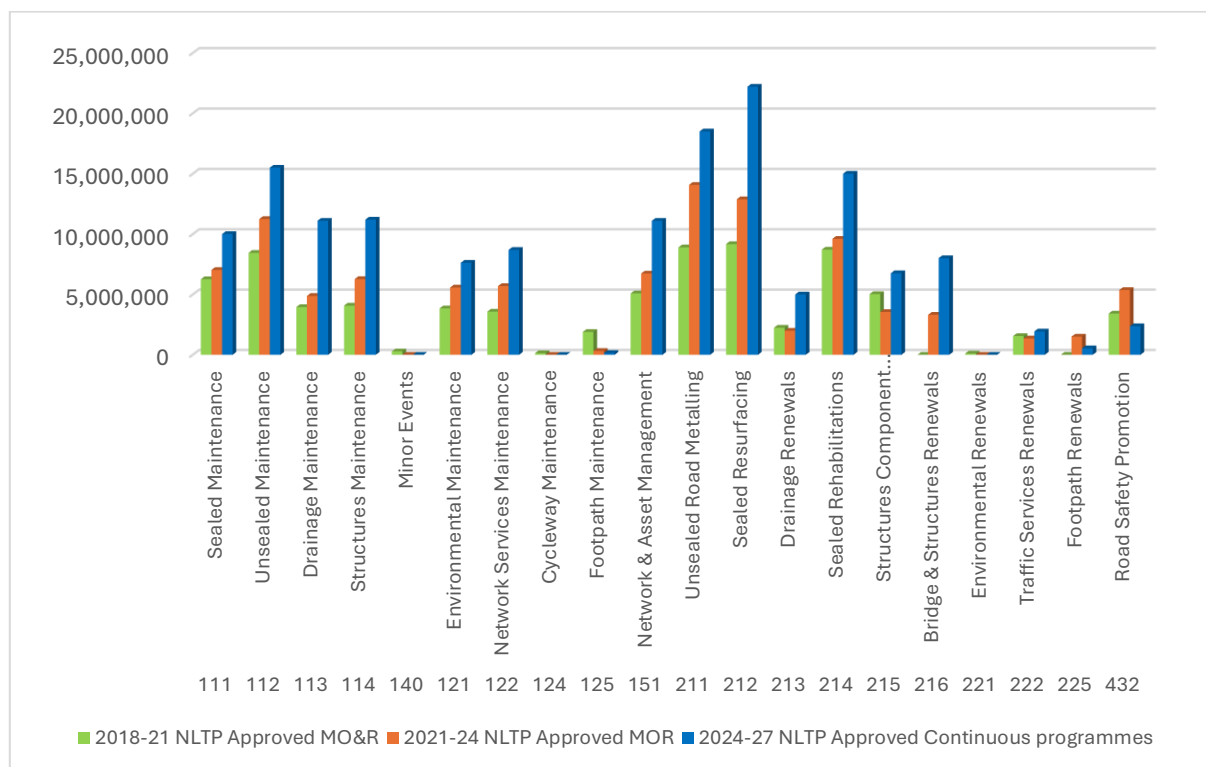


**Continuous Programmes - Local Road Pothole Prevention Fund****Table 2 - Percentage of funding approved against request for Pothole Prevention**

W/C	Description	%
111	Sealed Pavement Maintenance	99%
112	Unsealed Pavement Maintenance	96%
113	Routine Drainage Maintenance	99%
211	Unsealed Road Metalling	89%
212	Sealed Road Resurfacing	92%
213	Drainage Renewals	90%
214	Sealed Road Pavement Rehabilitations	99%

**Continuous Programmes - Local Road Operations****Table 3 - Percentage of funding approved against request for Operations**

W/C	Description	%
114	Structures Maintenance	96%
121	Environmental Maintenance	96%
122	Network Services Maintenance	91%
140	Minor Events	0%
151	Network and Asset Management	90%
215	Structures Component Replacement	67%
222	Traffic Services Renewals	89%

**Figure 2 - Comparison of Continuous Programmes**

## Local Road Improvements

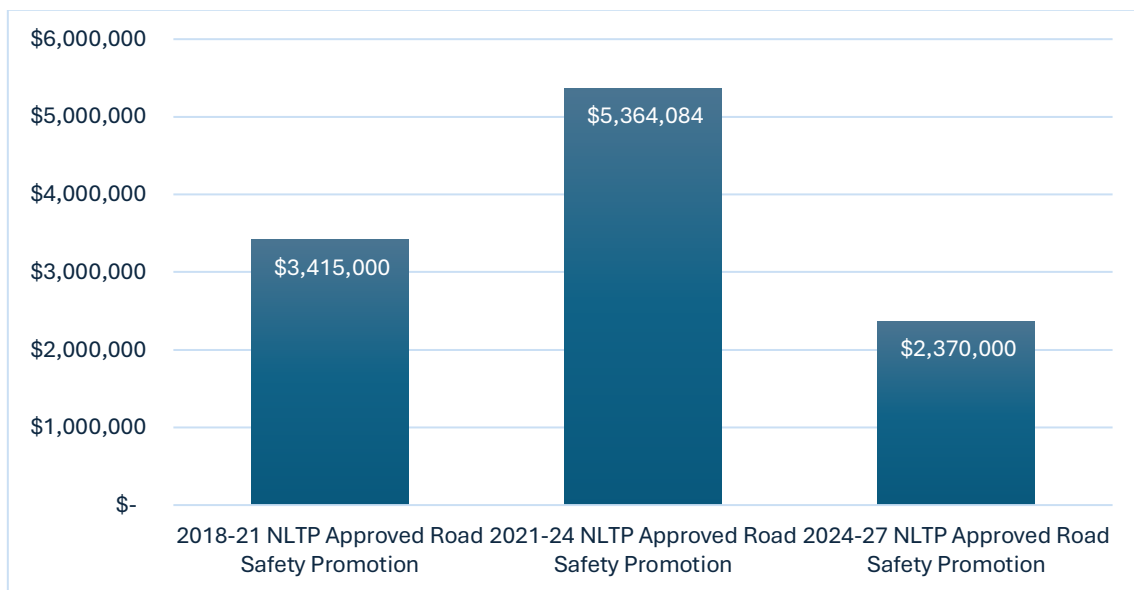
69% of councils funding request was approved for Local Road Improvements. This activity class is for full replacement of bridge and structures and requires a Present Value End of Life analysis to be completed for final sign off from NZ Transport Agency Waka Kotahi. Council's annual bridge inspections inform future forward works programmes for this activity class.

## Walking and Cycling

23% of councils funding request was approved for subsidy under Walking and Cycling.

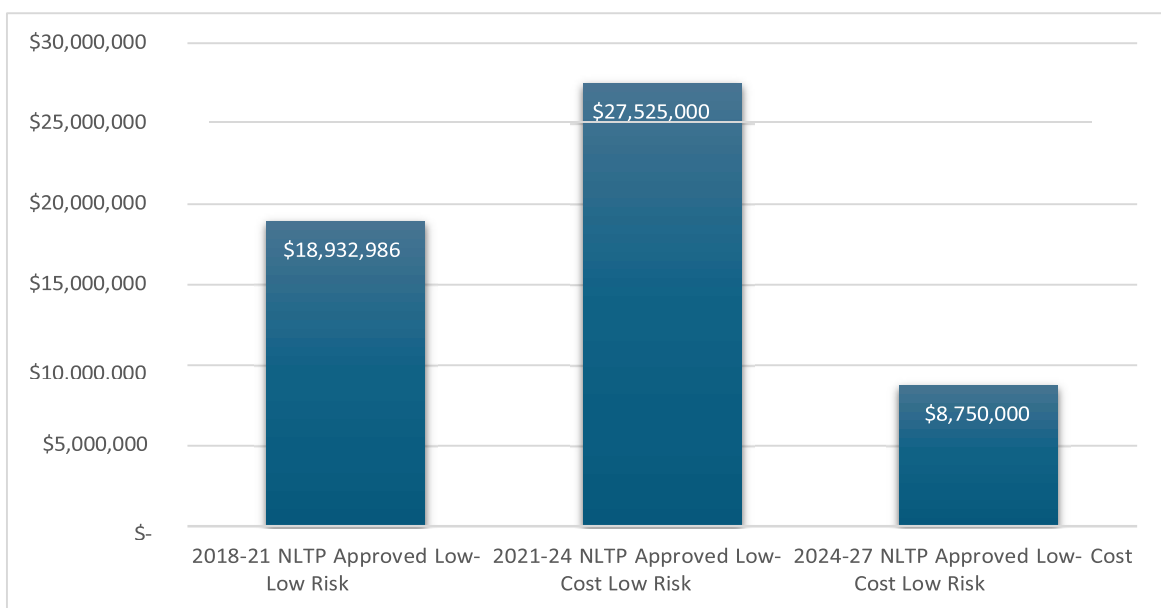
## Road Safety Promotion

**Figure 3 - Comparison of Road Safety Promotion Funding**



## Low-Cost Low Risk Investment Funding

**Figure 4 - Comparison of Low-Cost Low Risk Road Investment Funding**





## 2.2 Local share of funding for Continuous programmes and Low-Cost Low Risk Investment Activities

Based upon the NZ Transport Agency Waka Kotahi subsidy funding approvals, the recommendations presented below, which consider the local share portion of the Long Term Plan that has not received subsidy funding.

Refer to Appendix A which provides a detailed breakdown of the 3 years of approved National Land Transport Plan funding for Continuous Programmes.

Refer to Appendix B which provides a detailed breakdown of the 3 years of approved funding for Low Cost Low Risk.

**Table 4 - 3-year funding request versus approval and available Local Share**

<b>Far North District Council</b> Summary of 3 Year Funding Budget Request and NZTA Subsidy Funding approval	<b>2024-27 NLTP Funding Budget Request \$</b>	<b>2024-27 NLTP NZTA Approved Subsidy \$</b>	<b>2024-27 NLTP Difference (Approved - Requested) \$</b>	<b>2024-27 Surplus Local Share \$</b>	<b>Recommendation No.</b>
Pothole Prevention	103,107,431	97,300,002	5,807,429	1,684,155	4
Operations	53,953,470	47,285,001	6,668,469	1,933,856	4
Local Road Improvements	11,540,045	8,000,001	3,540,044	1,026,613	2
Walking and Cycling	2,990,987	684,000	2,306,987	669,026	2
Road Safety Promotion	6,036,763	2,370,000	3,666,763	1,063,361	3
<b>Total continuous programmes</b>	<b>177,628,696</b>	<b>155,639,004</b>	<b>21,989,692</b>	<b>6,377,011</b>	
Low-Cost Low Risk	54,477,982	8,750,000	45,727,982	13,261,115	5 to 11

### Option 1 – Approve all recommended allocations of unsubsidised funding

#### Continuous Programmes Funding

There is an overall local share surplus in the 3-years under continuous programmes of \$6,377M, however, in 2024-25 (Year 1) there is a shortfall of local share of \$54K under the operational activities within Council's policy.

Recommendations for the redistribution of local share for continuous programmes are provided below:

1. Reallocate \$54k of the approved Long Term Plan budget for unsubsidised Tree Trimming to enable Council to match NZ Transport Agency Waka Kotahi's operational subsidy.
2. That the surplus local share remains for Walking and Cycling of \$669k and that the Local Road Improvements of \$1,026M be reallocated to Walking and Cycling to enable footpath maintenance and renewals programmes to be completed. The approved allocation compared to councils funding request for was reduced by 77% over the 3-years from NZ Transport Agency Waka Kotahi.
3. That the surplus local share remains for Road Safety Promotion of \$1,063M to enable Far North Rural Education Activities Programme (REAP) to undertake more programmes. The approved allocation compared to councils funding request was reduced by 61% over the 3-years from NZ Transport Agency Waka Kotahi.
4. That the surplus local share remains under each work activity within the Pothole Prevention of \$1,684M and operations of \$1,933M activity classes as identified in Tables 2 and 3 above, to help complete targeted programmes defined in the Activity Management Plan.

### Low-Cost Low Risk Investment Funding

There is an overall local share surplus in the 3 years under Low-Cost Low Risk of \$13,261M. Refer to Appendix B which provides a detailed breakdown of the 3 years of approved National Land Transport Plan funding for Low-Cost Low Risk.

### Additional Resilience Funding to be approved by NZTA

- \$100 million Resilience Fund under Low-Cost Low Risk is for Resilience or Associated Improvement projects only that are <\$2M. NZ Transport Agency Waka Kotahi have not yet advised on how to apply for funding from this Fund.
- \$140 million Transport Resilience Fund (\$20M annually over 7-years) and has an 85% Funding Assistance Rate. Council has put forward six resilience sites and is currently working through this approval from NZ Transport Agency Waka Kotahi.

Recommendations for the redistribution of local share for Low-Cost Low Risk are provided below:

5. That the projects identified in Table 5 below remain to enable Council to uptake funding under the Additional Resilience Funds and redistribute the \$4.0M in 25-26 and \$4.0M in 26-27 for Resilience Improvements across the 3-years to balance the Low-Cost Low Risk programme:

**Table 5 – Associated Improvements and Resilience**

Activity name	Location description	Requested budget this NLTP period by year		
		Total cost \$'s 2024/25	Total cost \$'s 2025/26	Total cost \$'s 2026/27
Associated Improvements	Sites determined on the 2021-24 FWP for Rehabilitation sites	480,000	480,000	480,000
Resilience Improvements	Scope and locations confirmed on various locations across the district on the roading network	0 1,828,643	4,000,000 3,216,704	4,000,000 2,954,653

6. The School Zone Improvements did not receive NZ Transport Agency Waka Kotahi funding. Under both the current and proposed speed limit rule, all schools are required to be treated by 2027. Potential funding required is \$1.5M which assumes that all schools already completed require change to electronic variable signage. Refer to Appendix D which provide a breakdown of schools that will require new or re-worked treatments should the proposed rule move forward.
7. The Speed Management did not receive NZ Transport Agency Waka Kotahi funding. The council has elected to consult on the Russell catchment. Consultation will be completed at the end of September 2025 and elected members will have an option to move the entire catchment, or a portion of it, forward for implementation. Potential funding required is \$400K.
8. The Walking and Cycling (footpaths) did not receive NZ Transport Agency Waka Kotahi funding. Consideration be given for small amount of funding for each of the Community Board Wards. Potential funding required is \$900K (equates to \$300K per ward).
9. The lighting improvements did not receive NZ Transport Agency Waka Kotahi funding. Consideration be given to fund some lighting improvements, in particular unlit pedestrian crossings (pedestrian safety improvement). Potential funding required is \$350k (equates to \$35k per crossing).
10. The local safety improvements did not receive NZ Transport Agency Waka Kotahi funding. Consideration be given to fund minor safety improvements to enable staff to respond to minor safety requests such as improvements to road-to-road walkway safety and security, accessibility improvements such as ramps or mobility parking, minor improvements for school travel, minor intersection improvements such as line marking, etc. These are projects that could be let through

a construction panel or to small local contractors for minor improvements in their own community. Potential funding required \$300k (equates to \$100k per year).

11. That funding be provided for reversal of previously implemented speed limits. Under the proposed rule only widespread 30's around schools and urban connectors will require changing. Refer to Appendix E which indicates the number of urban connectors that may require changing (five roads). Assuming signage changes around the school zones accounted for above it is suggested allowance be made to make these changes. Potential funding required is \$50K.

Refer to Appendix C which provides a detailed breakdown of the 3-years of redistribution of local share.

### **Option 2 - Approve most of the recommended allocations and outline changes to some recommendations**

Council may want to consider approving unbudgeted funding for only the highest-priority projects. This ensures that critical projects will be delivered while limiting the financial impact on Council's budget. This will mean that projects will either be delayed or not completed.

### **Option 3 – Do nothing**

Proceed without providing any additional Council funding to cover the NZ Transport Agency Waka Kotahi subsidy shortfall. This avoids increasing Council's financial commitment, maintaining the current budget allocation. This will require a reassessment of the scope of the projects to fit within the revised budget and communicate changes and impacts to stakeholders, including the community.

### **TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

Based on the funding shortfall and the potential impacts on project delivery, it is recommended that Council consider Option 1 (Approve all recommended allocations of unsubsidised funding). This option allows the projects which were put forward for funding but were not approved, to proceed as planned.

### **3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

Local share of funding for Continuous programmes and Low-Cost Low Risk Investment Activities as outlined in detail under Section 2.

### **ĀPITI HANGA / ATTACHMENTS**

1. **APPENDIX A - Continuous Programmes funding - A5003911** [↓](#) 
2. **APPENDIX B - Approved Low-Cost Low Risk Programme 2024-27 - A5003912** [↓](#) 
3. **APPENDIX C - Redistribution of Local Share for Low-Cost Low Risk - A5003913** [↓](#) 
4. **APPENDIX D - FNDC 2024 Speed Limits Rule - A5003903** [↓](#) 
5. **APPENDIX E- Speed Limits Urban Connectors - A5003910** [↓](#) 

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	The decisions or matters of this report do trigger the significance criteria outlined in Council's Significance and Engagement Policy.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	This matter pertains to the Local Government Act, Long Term Plan (LTP), Regional Land Transport Plan (RLTP), National Land Transport Programme (NLTP).
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	This matter has District wide relevance and all members of the community have been given an opportunity to provide their feedback through the LTP submissions process.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	Iwi and hapu have not been directly consulted with, however, all members of our community have been given an opportunity to provide feedback through the LTP submissions process.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	All members of our community will likely be affected.
State the financial implications and where budgetary provisions have been made to support this decision.	The financial implications are due to NZ Transport Agency Waka Kotahi not funding the budget funding request which results in surplus local share available over the 3 years.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.

## APPENDIX A – Continuous Programmes funding and Road Safety Promotion

W/C	Description	New Category	FNDC 2024/25 Requested Budget	Approved Funding Subsidy 2024/2025	Approved Funding Subsidy 2024/2025 variance	FNDC 2025/26 Requested Budget	Approved Funding Subsidy 2025/2026	Approved Funding Subsidy 2025/2026 variance	FNDC 2026/27 Requested Budget	Approved Funding Subsidy 2026/2027	Approved Funding Subsidy 2026/2027 variance	FNDC 2024/27 Requested Budget	3-Year Approved Allocation	3-Year Approved Allocation variance
111	Sealed Pavement Maintenance	Pothole Prevention	3,037,772	3,273,333	-235,561	3,731,910	3,333,333	398,577	3,307,119	3,393,333	-86,214	10,076,801	9,999,999	76,802
112	Unsealed Pavement Maintenance	Pothole Prevention	4,932,600	5,073,667	-141,067	5,597,490	5,166,667	430,823	5,597,490	5,259,667	337,823	16,127,580	15,500,001	627,579
113	Routine Drainage Maintenance	Pothole Prevention	3,303,716	3,633,400	-329,684	3,999,441	3,700,000	299,441	3,853,607	3,766,600	87,007	11,156,764	11,100,000	56,764
211	Unsealed Road Metalling	Pothole Prevention	6,237,299	6,055,667	181,632	7,110,521	6,166,667	943,854	7,466,048	6,277,667	1,188,381	20,813,868	18,500,001	2,313,867
212	Sealed Road Resurfacing	Pothole Prevention	7,201,909	7,266,800	-64,891	10,171,643	7,400,000	2,771,643	6,805,992	7,533,200	-727,208	24,179,544	22,200,000	1,979,544
213	Drainage Renewals	Pothole Prevention	1,664,901	1,636,667	28,234	1,870,720	1,666,667	204,053	2,010,128	1,696,667	313,461	5,545,749	5,000,001	545,748
214	Sealed Road Pavement Rehabilitations	Pothole Prevention	4,925,060	4,910,000	15,060	4,537,187	5,000,000	-462,813	5,744,878	5,090,000	654,878	15,207,125	15,000,000	207,125
		Pothole Prevention	<b>31,303,257</b>	<b>31,849,534</b>	<b>-546,277</b>	<b>37,018,912</b>	<b>32,433,334</b>	<b>4,585,578</b>	<b>34,785,262</b>	<b>33,017,134</b>	<b>1,768,128</b>	<b>103,107,431</b>	<b>97,300,002</b>	<b>5,807,429</b>
114	Structures Maintenance	Operations	3,548,808	3,664,169	-115,361	3,811,831	3,731,333	80,498	4,260,002	3,798,497	461,505	11,620,641	11,193,999	426,642
140	Minor Events	Operations	100,000	0	100,000	100,000	0	100,000	100,000	0	100,000	300,000	0	300,000
121	Environmental Maintenance	Operations	2,416,537	2,495,426	-78,889	2,779,017	2,541,167	237,850	2,779,017	2,586,908	192,109	7,974,571	7,623,501	351,070
122	Network Services Maintenance	Operations	2,918,615	2,842,890	75,725	3,255,048	2,895,000	360,048	3,379,223	2,947,110	432,113	9,552,886	8,685,000	867,886
123	Network Operation	Operations	0	0	0	0	0	0	0	0	0	0	0	0
131	Level Crossing Warning Devices	Operations	0	0	0	0	0	0	0	0	0	0	0	0
151	Network and Asset Management	Operations	4,057,500	3,632,582	424,918	4,104,125	3,699,167	404,958	4,153,081	3,765,752	387,329	12,314,706	11,097,501	1,217,205
215	Structures Component Replacement	Operations	1,923,555	2,211,137	-287,582	2,875,001	2,251,667	623,334	5,227,801	2,292,197	2,935,604	10,026,357	6,755,001	3,271,356
221	Environmental Renewals	Operations	0	0	0	0	0	0	0	0	0	0	0	0
222	Traffic Services Renewals	Operations	651,691	631,753	19,938	729,309	643,333	85,976	783,309	654,913	128,396	2,164,309	1,929,999	234,310
		Operations	<b>15,616,706</b>	<b>15,477,957</b>	<b>138,749</b>	<b>17,654,331</b>	<b>15,761,667</b>	<b>1,892,664</b>	<b>20,682,433</b>	<b>16,045,377</b>	<b>4,637,056</b>	<b>53,953,470</b>	<b>47,285,001</b>	<b>6,668,469</b>
124	Cycleway Maintenance	W&C												
125	Footpath Maintenance	W&C	160,000	47,136	112,864	160,000	48,000	112,000	160,000	48,864	111,136	480,000	144,000	336,000
224	Cycle Path Renewals	W&C												
225	Footpath Renewals	W&C	760,905	176,760	584,145	875,041	180,000	695,041	875,041	183,240	691,801	2,510,987	540,000	1,970,987
		W&C	<b>920,905</b>	<b>223,896</b>	<b>697,009</b>	<b>1,035,041</b>	<b>228,000</b>	<b>807,041</b>	<b>1,035,041</b>	<b>232,104</b>	<b>802,937</b>	<b>2,990,987</b>	<b>684,000</b>	<b>2,306,987</b>
216	Bridge and Structures Renewals	LR Improvements	3,481,400	2,618,667	862,733	3,981,192	2,666,667	1,314,525	4,077,453	2,714,667	1,362,786	11,540,045	8,000,001	3,540,044
		LR Improvements	<b>3,481,400</b>	<b>2,618,667</b>	<b>862,733</b>	<b>3,981,192</b>	<b>2,666,667</b>	<b>1,314,525</b>	<b>4,077,453</b>	<b>2,714,667</b>	<b>1,362,786</b>	<b>11,540,045</b>	<b>8,000,001</b>	<b>3,540,044</b>
432	Road Safety Promotion	Road Safety Promotion	1,938,458	789,996	1,148,462	2,011,295	789,999	1,221,296	2,087,009	790,005	1,297,004	6,036,762	2,370,000	3,666,762
		Road Safety Promotion	<b>1,938,458</b>	<b>789,996</b>	<b>1,148,462</b>	<b>2,011,295</b>	<b>789,999</b>	<b>1,221,296</b>	<b>2,087,009</b>	<b>790,005</b>	<b>1,297,004</b>	<b>6,036,763</b>	<b>2,370,000</b>	<b>3,666,762</b>

**APPENDIX B – Approved Low-Cost Low Risk Programme 2024-27**

TIO ref #	Activity name	Location description	Activity description	Requested budget this NLTP period by year			Waka Kotahi status
				Total cost \$'s 2024/25	Total cost \$'s 2025/26	Total cost \$'s 2026/27	
171073	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Broadwood Rd & Awaroa Rd & Takahue Saddle Rd IS SNP	Safety - High Risk Rural Roads (HRRR)	0	0	30,000	Approved
171074	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Mataraua Rd & Te Iringa Rd & Browns Rd IS SNP	Safety - High Risk Rural Roads (HRRR)	0	0	30,000	Approved
171075	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Waiare Rd & Puketi Rd & Puketotara Rd IS SNP	Safety - High Risk Rural Roads (HRRR)	0	0	30,000	Approved
171076	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Takahue Saddle Rd & Waiotehue Rd & Takahue Domain Rd IS SNP	Safety - High Risk Rural Roads (HRRR)	0	0	30,000	Approved
171078	Pedestrian Improvements	Safety - Pedestrian Improvements - Kaitaia Intermediate - North Road at existing zebra	Safety - Pedestrian Improvements	0	280,000	0	Approved
167810	50MAX/HPMV Bridge Resilience	Bridge Resilience - Broadwood Road H16	Bridge strengthening, highest priority route, currently restricted to Class 1 (44T).	440,000	0	0	Approved
167811	50MAX/HPMV Bridge Resilience	Bridge Resilience - Broadwood Road H18	Bridge strengthening, highest priority route, currently restricted to Class 1 (44T).	440,000	0	0	Approved
167812	50MAX/HPMV Bridge Resilience	Bridge Resilience - Hupara Road T06	Bridge strengthening of low strength bridge.	330,000	0	0	Approved
167813	50MAX/HPMV Bridge Resilience	Bridge Resilience - Iwitaia Road H30	Bridge strengthening, highest priority route, currently restricted to Class 1 (44T).	440,000	0	0	Approved
167814	50MAX/HPMV Bridge Resilience	Bridge Resilience - Iwitaia Road H27	Bridge strengthening, highest priority route, currently restricted to Class 1 (44T).	440,000	0	0	Approved
167815	50MAX/HPMV Bridge Resilience	Bridge Resilience - Fisher-Riley Road E63	Bridge strengthening of low strength bridge.	410,000	0	0	Approved



TIO ref #	Activity name	Location description	Activity description	Requested budget this NLTP period by year			Waka Kotahi status
				Total cost \$'s 2024/25	Total cost \$'s 2025/26	Total cost \$'s 2026/27	
167816	50MAX/HPMV Bridge Resilience	Bridge Resilience - scope and locations confirmed on various locations across the District on the roading network	Bridge strengthening on key bridges across the district	0	2,500,000	2,500,000	Approved
178090	Resilience Improvements - Ngapipito Road	Ngapipito Road RP14300-14380	80m slip, sliding fill, steep, Whangai Formation. This is a replacement site for Kaitaia-Awaroa Road TIO ref#152005 as this slip is within the September/October 2021 EW Event.	850,000			Approved
167809	Associated Improvements	Sites determined on the 2021-24 FWP for Rehabilitation sites	Various improvements associated with pavement rehabilitation	480,000	480,000	480,000	
167807	Resilience Improvements	Scope and locations confirmed on various locations across the District on the roading network	Prioritised list of projects based on FNDC Slips register and approved programme and NTA Resilience Strategy	0	4,000,000	4,000,000	
167808	Resilience Improvements Pavement Rehabilitation	Scope and locations confirmed on various locations across the District on the roading network	Various improvements associated with pavement rehabilitation	430,345	430,927	545,630	
167804	Neighbourhood Cycle Connections	Neighbourhood Cycle Connections; Markings, wayfinding, safe crossings, path links etc. Scope and locations have been determined across the District	Neighbourhood Cycle Connections; Markings, wayfinding, safe crossings, path links etc.	0	0	350,000	
167803	Safe Green and Health School Travel & TDM	Safe Green and Health School Travel & TDM - Scope and locations have been determined across the District	Safe Green and Health School Travel & TDM - Scope and locations have been determined across the District	0	310,000	0	
167802	Safe Green and Healthy School Travel & TDM	Norman Senn: Safe Crossing to Support Speed Management	Safe Green and Health School Travel & TDM	320,000	0	0	
167801	Urban Active Transport Network (UAT)	Urban Active Transport Network (UAT) - locations to be determined based on urban walking & cycling network plan due 23/24	Urban Active Transport Network (UAT)	0	800,000	800,000	

TIO ref #	Activity name	Location description	Activity description	Requested budget this NLTP period by year			Waka Kotahi status
				Total cost \$'s 2024/25	Total cost \$'s 2025/26	Total cost \$'s 2026/27	
167800	Accessibility Improvements (barrier removal)	Scope and locations have been determined across the District	Accessibility Improvements (barrier removal) - Scope and locations determined across the District	0	120,000	120,000	
167799	Road to Road Walkway upgrades (CPTED)	Road to Road Walkway upgrades (CPTED) - Scope and locations have been determined across the District	Road to Road Walkway Upgrades, lists identified to include - way, lighting, path width, alignment etc.	0	40,000	40,000	
167792	New Footpaths / Shared Use	Te Tii Road: BOI Academy to Whitiara Marae	New footpath Te Tii Road: BOI Academy to Whitiara Marae based off footpath matrix	490,000			
167797	New Footpaths / Shared Use	SH1 at Gill Road	New footpath SH1 at Gill Road based off footpath matrix	90,000			
167796	New Footpaths / Shared Use	Kaitaia Awaroa Rd at Pukepoto	New footpath Kaitaia Awaroa Road, Pukepoto based off footpath matrix	150,000			
167795	New Footpaths / Shared Use	Mill Bay Rd - SH1 to Rangikapiti	New footpath Mill Bay Rd - SH1 to Rangikapiti based off footpath matrix	250,000			
167794	New Footpaths / Shared Use	Manning Street	New footpath Manning Street based off footpath matrix	250,000			
167793	New Footpaths / Shared Use	Koutu Point Road: Koutu Loop Road to Kura	New footpath Koutu Point Road: Koutu Loop Road to Kura based off footpath matrix	240,000			
167798	New Footpaths / Shared Use	New and improved footpath / shared use projects based off footpath matrix. Scope and locations have been determined across the District	New and improved footpath / shared use projects based off footpath matrix		1,470,000	1,470,000	
167817	Traction Seals	Traction Seal Kokohuia Road, Omapere	The steep section is high maintenance for the grading, rolling, and metalling necessary, and every time we have rainfall events the stormwater reticulation receiving the road drainage blocks, overtops badly, and needs expensive flushing.	600,000	0	0	



TIO ref #	Activity name	Location description	Activity description	Requested budget this NLTP period by year			Waka Kotahi status
				Total cost \$'s 2024/25	Total cost \$'s 2025/26	Total cost \$'s 2026/27	
167818	Traction Seals	Scope and locations confirmed on various locations across the District on the roading network	Traction seals on identified sites across the District. Sites still to be prioritised.	0	600,000	600,000	
167819	Seal Extensions - Bridge Approach and Intersection seals	Scope and locations confirmed on various locations across the District on the roading network	Bridge approach seals on identified sites across the District. Sites still to be prioritised.	300,000	300,000	300,000	
167820	Streetlight Infill programme - P Cat	Scope and locations confirmed on various locations across the District on the roading network	Many dark spot gaps between existing lighting installations identified around district. Safety risk for road and footpath users	720,160	1,440,319	1,440,319	
167821	Streetlight Infill programme - V Cat	Scope and locations confirmed on various locations across the District on the roading network	Many dark spot gaps between existing lighting installations identified around district. Safety risk for road and footpath users	888,409	1,776,819	1,776,819	
167822	New Streetlighting programme - P Cat	Scope and locations confirmed on various locations across the District on the roading network	Many dark spot gaps between existing lighting installations identified around district. Safety risk for road and footpath users	398,647	797,294	797,294	
167823	New Streetlighting programme - V Cat	Scope and locations confirmed on various locations across the District on the roading network	Many dark spot gaps between existing lighting installations identified around district. Safety risk for road and footpath users	0	0	0	
167826	Travel Demand Management	Travel demand management and behaviour change	Travel demand management and behaviour change	20,000	20,000	20,000	
167827	Road Widening	Road Widening - Wiroa/Waiare Roads	Road Widening at various locations along the full length of Wiroa/Waiare Roads due to pressure from heavy traffic, right hand wheels on or over centreline despite lower speed limit of 80kmph in place. Many edge breaks on the bends and the straights are a sign of lack of width.	50,000	750,000	0	
167828	Road Widening	Road Widening - Scope and locations confirmed on various locations	Road Widening - Scope and locations confirmed on various locations across the district on the roading network	0	300,000	300,000	

TIO ref #	Activity name	Location description	Activity description	Requested budget this NLTP period by year			Waka Kotahi status
				Total cost \$'s 2024/25	Total cost \$'s 2025/26	Total cost \$'s 2026/27	
		across the district on the roading network					
171067	Pedestrian Improvements	Rawene Parnell Street - Parnell/Marmon Street	Safety - Pedestrian Improvements	275,000	0	0	
171068	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Russel Whakapara Car Ferry - Florance SNP	Safety - High Risk Rural Roads (HRRR)	0	1,200,000	0	
171069	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Waimate N Waiare SNP	Safety - High Risk Rural Roads (HRRR)	0	200,000	800,000	
171070	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - West Coast Rd SH01N - Matai St SNP	Safety - High Risk Rural Roads (HRRR)	0	100,000	0	
171071	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Kapiro & Landing SH10 - Waipapa SNP	Safety - High Risk Rural Roads (HRRR)	0	0	200,000	
171072	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Waiare Rd SH01N - Wiroa Rd SNP	Safety - High Risk Rural Roads (HRRR)	0	50,000	250,000	
171077	Safety - High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Scope and locations have been determined across the district	Safety - High Risk Rural Roads (HRRR)	0	0	0	
167806	Local Area Traffic Management (LATM)	Local Area Traffic Management (LATM) - Scope and locations have been determined across the district	Speed Management	0	0	0	
167805	Safety - Intersection Improvements	Safety - Intersection Improvements Cobham/Hone Heke Road RB	Safety - Intersection Improvements Cobham/Hone Heke Road RB - design and consultation work completed 21-24 LTP	1,800,000	0	0	
167791	Pedestrian Improvements	Safety - Pedestrian Improvements - Kaitaia College - Redan Road at existing zebra	Safety - Pedestrian Improvements	0	280,000	0	
167790	Pedestrian Improvements	Kerikeri Primary & High School - Cobham/Hone Heke - 3 locations Hone Heke Road intersection,	Safety - Pedestrian Improvements	750,000	0	0	

TIO ref #	Activity name	Location description	Activity description	Requested budget this NLTP period by year			Waka Kotahi status
				Total cost \$'s 2024/25	Total cost \$'s 2025/26	Total cost \$'s 2026/27	
		Cobham Road at Mill Lane, Cobham Road at Turner Centre					
167789	Pedestrian Improvements	Rawene Parnell Street - Parnell/Honey Street	Safety - Pedestrian Improvements	275,000	0	0	
167788	Safety - Speed Management	FNDC Speed Management & School Zones (detail projects shown separately) - Scope and locations have been determined across the district	Speed Management	0	625,000	585,000	
167787	Safety - Speed Management	FNDC School Zones (detail projects shown separately), Monitoring Speed Management, Kerikeri-BOI Implementation, Russell Tutakaka Catchment	Speed Management	1,385,000	0	0	
167783	High Risk Urban Intersection (HRUI)	Safety - Urban/Rural Intersection (HRRI) - Scope and locations have been determined across the district	Safety - Urban Intersection (HRUI)	0	0	100,000	
167782	High Risk Rural Intersection (HRRI)	Safety - Urban/Rural Intersection (HRRI) - Scope and locations have been determined across the district	Safety - Rural Intersection (HRRI)	0	0	400,000	
167781	High Risk Rural Roads (HRRR)	Safety - High Risk Rural Roads (HRRR) - Kaitaia Awaroa Ahipara Rd - Whangape Rd SNP	Safety - High Risk Rural Roads (HRRR)	0	0	800,000	
171079	Safety - Pedestrian Improvements	Safety - Pedestrian Improvements - Scope and locations have been determined across the district	Safety - Pedestrian Improvements	0	0	0	
167779	High Risk Rural Roads (HRRR)	Waipapa Rd SH10 - Landing Rd SNP	Safety - High Risk Rural Roads (HRRR)	400,000	0	0	
167780	High Risk Rural Roads (HRRR)	Kaitaia Awaroa Road - Sandhills-Okahu	Safety - High Risk Rural Roads (HRRR)	50,000	450,000	0	
167824	Stock Effluent Disposal	SH1 opposite 3 Fryer Rd Kaitaia and SH15 at the Saleyards 87 Mangakahia Rd Kaikohe	Feasibility and preliminary design completed. Design and Implement facilities at two identified sites: SH1 opposite 3 Fryer Rd Kaitaia and SH15	100,000	400,000	500,000	

TIO ref #	Activity name	Location description	Activity description	Requested budget this NLTP period by year			Waka Kotahi status
				Total cost \$'s 2024/25	Total cost \$'s 2025/26	Total cost \$'s 2026/27	
			at the Saleyards 87 Mangakahia Rd Kaikohe				
167825	Kerikeri Road Network Projects - Hobson Road RAB	Intersection of Kerikeri Road with Hobson Road and Butler Road	Final design and construction of RAB capacity improvements as identified in traffic model output	100,000	100,000	0	
176503	Bus Stops & Shelters	Contract tendered with recommendation to award by the end of week ending 24 May 2024. Locations are around the Kaitaia area.	Implement bus stop facility improvements and new locations from policy prioritised list. Locations are around the Kaitaia area.	170,000			
176500	Accessibility Infrastructure	Locations for the Kaitaia (Te Hiku) Board area - work will start prior to June 30th but will not be completed. Works include new and improved mobility parking spaces in Kaitaia. Work includes new drop kerbs, parking spaces marked to the appropriate size and location, improved signage, improved locations to serve disabled community.	Installation of accessibility infrastructure i.e. mobility scooter facilities, ramps, wheelchairs, etc	60,000			
176502	Safety - Speed Management	Bay of Islands & Kerikeri	Speed Management	400,000			
176499	New Road Sealing - Traction Seals	Hautapu Road RP0-520	High maintenance cost, steep incline, multiple hair-pin bends, school bus route, connecting through road on SH1	150,000	0	0	
176501	New Road Sealing - Bridge Approach Seals	Orakau Road x11 and Diggers Valley Road bridge approaches stabilised ready for seal	Bridge approach seals on identified sites across the district. Sites still to be prioritised.	420,000			
			TOTAL SUBMITTED	15,362,561	19,820,359	19,295,062	
			TOTAL APPROVED	3,350,000	2,780,000	2,620,000	
			SURPLUS FUNDING	12,012,561	17,040,359	16,675,062	
			<b>SURPLUS LOCAL SHARE</b>	<b>3,483,643</b>	<b>4,941,704</b>	<b>4,835,768</b>	



Māori Ward Councillor Report hhh 30.11.24



**H Halkyard-Harawira** all minutes & agenda <https://infocouncil.fndc.govt.nz/>

**Ngā Take Matua**  
Sept - Dec 2024

**1 KAITAIA AIRPORT - NEW LANDLORD**  
Crown to return land to Ngai Takoto , Patu Koraha, Ngai Tohianga & Te Pātū - December 13 2024.  
FNDC to sign 30 year lease with new landlord - and form a co management committee

**2 INFRASTRUCTURE -MAHI NGĀTAHI**  
Support local contractors & proven agencies to deliver housing, roading , wai & wellbeing outcomes to whānau. Regular maintenance & repairs

**3 STOP SEWAGE TRAFFICKING**  
Stop dumping sewage into our harbours & waters by December 2025 in favour of land disposal & wetland development. Stop cartage of tiko and sludge to other neighbours. Develop local options. Invest in upgrading 16 wastewater systems to cope with fast population growth.

**4 Ngā Take Tiriti - equity**  
• Embrace partnerships with Māori to address issues wai , whenua, whare, marae, wāhi tapu, hauora, kura, representation etc at start, middle and end of project.  
• Collaborate with Māori on mutual projects.  
• No developments on wāhi tapu

Māori Ward Councillor - H Halkyard-Harawira

**Kaitaia Airport**  
**Partnering with Māori**

**Kaitaia Airport- is :**  
i) a strategic civil defence  
ii) an emergency rescue site  
ii) daily service for commuters & medical specialists.  
**To upgrade :** runway, lights , fencing, refuelling station, car parking & storage options.  
**December 13- Te Rangi Aniwanīwa 2pm .**  
**Hui with Crown Ministers and Ngai Takoto & hapu representatives of Patu Koraha, Ngai Tohianga and Te Pātū to return the airport.**

NZ is party to 1900 treaties with countries all around the world, and UN bodies - and this is the only treaty that they show the audacity/caucacity towards to reinterpret all by themselves.

You'd never catch them amending their treaties with France or USA or Japan without discussions with those treaty partners.

But this is what colonial governments around the world have done to their treaties with Indigenous peoples. It's what Treaty-racism looks like.

**London Hikoi 2024**

5	Far North Holdings - Governance to Governance - update
6	9.30-3 Annual Plan Workshop- Kaikohe
7	9.30 Te Huia - Catch up with CEO Guy Holroyd 1pm - Māori Wards Catch up
10	<b>6pm - Hui o Te Hikoi - Pōtahi Marae, Te Kao</b>



Māori Ward Councillor Report hhh 30.11.24



11

**5am - Early morning karakia at Te Rerenga Wairua**

Day 1 - Start of Hikoi mō Te Tiriti from Cape Reinga to Whangarei



# Hikoi mō Te Tiriti

## 10 - 19 November

**DAY 0: 10 November**  
Iwi Hikoi will congregate in Te Kāo, Pōtahi Marae

**DAY 1: 11 November**  
Te Rerenga Wairua / Kaitiāia / Whangarei overnight

**DAY 2: 12 November**  
Whangārei / Tūnatahi / Te Rākīpāwhenua overnight

**DAY 3: 13 November**  
Te Rākīpāwhenua / Takapārwhāu / Rāhui Pōkeka overnight

**DAY 4: 14 November**  
Rāhui Pōkeka / Kirikiriroa / Rotorua overnight

**DAY 5: 15 November**  
Rotorua / Heretaunga overnight

**DAY 6: 16 November**  
Heretaunga / Pāpāiōea overnight

**DAY 7: 17 November**  
Pāpāiōea / Porirua overnight

**DAY 8: 18 November**  
Hui Whakarite ki Te Tangata Whenua

**KOTAHITANGA MŌ TE TIRITI**  
**DAY 9: 19 November**  
Kotahitanga o Ngā Iwi ki Waitangi Park / Whakaeke ki Paremata



Hardy Like  
KUPE  
HAKA FREE  
MUKUTANGI  
KAWITI  
PATU HONEPA  
TE MAHURANGA

**TO TU TE TIRITI**

**11 Nov 6am- Karakia Te Rerenga Wairua-** Ra 1 o Te Hikoi mō Te Tiriti- ki Waipapakauri, ki Ahipara, mā Kaitaia, Awanui, Taipa, Whangaroa, Kawakawa, ki Whāngarei.



Aperahama Edwards, Ngati Wai Chairman, leads Hikoi Mō Te Tiriti across Harbour Bridge

APPENDIX D - FNDC 2024 SPEED LIMITS RULE

School Name	Current Speed Limit	Proposed Speed Limit	Treated under current Rule	New Rule Compliant	Main Treatment	Cost Estimate for New Rule Comp	Requester Description / Comments
Ahipara School	50	30	Yes	No	Electronic speed signs	\$ 35,000	HRRR - Suggest Electronic for consistency
Bay of Islands College	50	30	No	No	Static speed signs	\$ 5,000	Secondary Road - Static Signage
Bay of Islands International Academy	100	30	Yes	Yes	Electronic speed signs		Completed - 30k variable
Broadwood Area School	30	30	No	No	Electronic speed signs	\$ 40,000	HRRR - Suggest Electronic for consistency
Harvest Christian School	60	30	Yes	No	Electronic speed signs		School may purchase electronic variable signs
Herekino School	60	60	Yes	Yes	Signs and Markings	\$ -	Complies
Horeke School	100	60	No	No	Static speed signs	\$ 5,000	Variable 60kph from school crossing
Kaikohe East School	50	30	No	No	Static speed signs	\$ 5,000	Urban
Kaikohe Intermediate	50	30	No	No	Static speed signs	\$ 5,000	Urban
Kaikohe West School	50	30	No	No	Static speed signs	\$ 5,000	New Rule - Electronic variable
Kaitaia College	50	30	No	No	Static speed signs	\$ 5,000	New Rule - Electronic variable
Kaitaia Intermediate	50	30	No	No	Static speed signs	\$ 5,000	Funded under 24-27 LTP
Kaitaia School	50	30	No	No	Static speed signs	\$ 5,000	New Rule - Electronic variable
Karetu School	100	60	No	No	Signs and Markings	\$ 5,000	Permanent 60kph Kura Road
Kawakawa Primary School	50	30	No	No	Static speed signs	\$ 5,000	Urban
Kerikeri High School	30	30	Yes	No	Static speed signs	\$ 10,000	Urban - provide additional markings
Kerikeri Primary School	30	30	Yes	No			Combine w/KK High School - includes change to Hone Heke
Kohukohu School	30	30	Yes	No	Static speed signs	\$ 5,000	Urban
Mangamuka School	60	60	Yes	Yes	Signs and Markings		Completed static 60 - should not have to be variable
Mangonui School	50	30	No	No	Static speed signs	\$ 5,000	Urban
Maromaku School	100	60	No	No	Static speed signs	\$ 10,000	Rural - low volume
Matauri Bay School	30	30	Yes	Yes	Electronic speed signs		Completed - 30k variable
Moerewa School	30	30	Yes	No	Electronic speed signs	\$ 40,000	HRRR - consider electronic for consistency
Motatau School	100	60	No	No	Electronic speed signs	\$ 40,000	Underlying speed 100kph, consider signing marae
Ohaeawai School	50	30	No	No	Static speed signs	\$ 5,000	Urban
Okaihau College	50	30	No	No	Electronic speed signs	\$ 5,000	Urban
Okaihau Primary School	50	30	No	No	Electronic speed signs		Combine with Okaihau College
OneSchool Global - Kerikeri Campus	30	30	Yes	No	Static speed signs	\$ 5,000	Urban, change out to variable
Opua School	30	30	Yes	No	Static speed signs	\$ 5,000	Reprogram existing electronic signage
Oromahoe School	100	60	No	No	Static speed signs	\$ 5,000	Propose permanent 60kph speed
Oturu School	100	60	No	No	Electronic speed signs	\$ 40,000	Consider including marae in variable zone
Paihia School	30	30	Yes	No	Static speed signs	\$ 10,000	Includes changes to speed for School Road, Joyce Road
Paparore School	100	60	No	No	Electronic speed signs	\$ 40,000	Rural - underlying speed 100 kph, higher volume
Peria School	80	30	No	No	Electronic speed signs	\$ 40,000	Rural - underlying speed 100 kph, higher volume
Pompallier Catholic School	50	30	No	No	Static speed signs	\$ 5,000	Urban
Pukenui School (Kaitaia)	100	30	No	No	Electronic speed signs	\$ 40,000	Rural - underlying speed 100 kph, higher volume



School Name	Current Speed Limit	Proposed Speed Limit	Treated under current Rule	New Rule Compliant	Main Treatment	Cost Estimate for New Rule Comp	Requester Description / Comments
Pukepoto School	30	30	Yes	Yes	Electronic speed signs		Completed - 30k variable
Rawene School	50	30	No	No	Static speed signs	\$ 5,000	Urban
Riverview School	30	30	Yes	No	Static speed signs	\$ 10,000	Includes changes to Kendall, Riverview
Russell School (Bay Of Islands)	50	30	No	No	Static speed signs	\$ 5,000	Urban
Springbank School	60	30	No	No	Electronic speed signs	\$ 35,000	New Rule - Electronic variable
Taipa Area School	50	30	No	No	Static speed signs	\$ 5,000	Urban, secondary road
Te Hapua School	100	60	No	No	Electronic speed signs	\$ 40,000	Rural Low Volume - Need to discuss with school/marae
Te Kura ā Iwi o Pawaranga	60	60	Yes	Yes	Signs and Markings	\$ -	60 kph permanent okay under new rule
Te Kura Kaupapa Māori o Kaikohe	50	30	No	No	Electronic speed signs	\$ 40,000	New Rule - Electronic variable
Te Kura Kaupapa Māori o Pukemiro	50	30	No	No	Static speed signs	\$ 5,000	Urban
Te Kura Kaupapa Māori o Taumarere	30	30	Yes	No	Static speed signs	\$ -	Will discuss current speed zone with NZTA
Te Kura Kaupapa Māori o Te Tonga o Hokianga	100	30	No	No	Electronic speed signs	\$ 40,000	Underlying speed 100kph, no footpath, Cat 1
Te Kura Kaupapa Māori o Whangaroa	30	30	Yes	Yes	Electronic speed signs		Completed - 30k variable
Te Kura o Mātihetihe	60	60	Yes	Yes	Signs and Markings		60 kph permanent okay under new rule
Te Kura o Ōmanaia	100	60	No	No	Static speed signs	\$ 5,000	Static signs & Markings- permanent speed
Te Kura o Waikare	100	60	No	No	Static speed signs	\$ 10,000	Static signs permanent speed
Te Kura Taumata o Panguru	30	30	Yes	No	Static speed signs	\$ 5,000	Urban, underlying speed treated
Te Rangi Aniwaniwa	100	60	No	No	Electronic speed signs	\$ 40,000	Rural - underlying speed 100 kph, higher volume
TKKM o Tūtūtārakihi	30	30	Yes	No	Electronic speed signs	\$ 40,000	New Rule - Electronic variable
Totara North School	100	60	No	No	Static speed signs	\$ 5,000	Static 60kph permanent for School Road
Umawera School	30	30	Yes	No	Static speed signs	\$ 5,000	Includes possible reversal of Umawera Road
Waiharara School	100	30	No	No	Static speed signs	\$ 10,000	Treat Katavich Road with static if NZTA treats SH

Schools Treated under current rule	22
School compliant under new rule	8
Additional funding requested	\$ 740,000
Total FNDC School on Local RCA	58



APPENDIX E - URBAN CONNECTORS SUBJECT TO REVERSAL

Road	Current Speed	Compliant w/Proposed Rule
BANK STREET	50	Yes
BEACH ROAD (MANGONUI)	50	Yes
BEECHEY STREET	20	No
COBHAM ROAD	50	Yes
FRANKLIN STREET	30	No
GILLIES STREET (EAST)	50	Yes
HERITAGE BYPASS	80	Yes
HONE HEKE ROAD	40	No
HOPE AVENUE	50	Yes
JOYCES ROAD	30	No
KAITAIA-AWAROA ROAD	50	Yes
KERIKERI INLET ROAD	60/80	Yes
KERIKERI ROAD	50	Yes
LANDING ROAD (KERIKERI)	40	No
LESLIE ROAD	50	Yes
MATAUWHI ROAD	50	Yes
NORTH ROAD (KAITAIA)	50	Yes
PUKEPOTO ROAD (KAITAIA)	50	Yes
RAIHARA STREET	50	Yes
RECREATION ROAD	50	Yes
REDAN ROAD	50	Yes
REDAN TERRACE	50	Yes
SCHOOL ROAD (PAIHIA)	30	No
WAIPAPA ROAD	60	Yes
WATERFRONT DRIVE (MANGONUI)	50	Yes

## 7.6 TRANSFER OF INDEPENDENTLY QUALIFIED PERSON'S (IQP'S)

**File Number:** A4934061

**Author:** Oliver Godden, Manager - Building Services

**Authoriser:** Trent Blakeman, Acting Group Manager - Delivery and Operations

### TAKE PŪRONGO / PURPOSE OF THE REPORT

To seek council approval to transfer the powers of the Territorial Authority to register IQPs to Auckland Council, post consultation.

### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

The consultation has been complete, and the summary of the consultation has been attached that outlines that feedback, but in general the consensus is to transfer the powers to Auckland Council to manage the IQP register. no further action is required by council.

### TŪTOHUNGA / RECOMMENDATION

**That Council approve the transfer of powers from the Far North District Council to Auckland Council to administer the IQP register for IQP's working in our district.**

### 1) TĀHUHU KŌRERO / BACKGROUND

A report was considered by Council 14 March 2024. A copy of the report is available as item 6.3 at [https://infocouncil.fndc.govt.nz/RedirectToDoc.aspx?URL=Open/2024/03/CO\\_20240314\\_AGN\\_27\\_30\\_AT\\_WEB.htm](https://infocouncil.fndc.govt.nz/RedirectToDoc.aspx?URL=Open/2024/03/CO_20240314_AGN_27_30_AT_WEB.htm). The resolution of Council was:

That Council:

- a) adopt the statement of proposal which is subject to s.83 the Special Consultative Procedure Process under the Local Government Act 2002.
- b) resolve to seek public submissions on the proposal between 2 April 2024, and 30 April 2024, in accordance with the Special Consultative Procedure process.
- c) authorise the Chief Executive to make any necessary drafting, typographical or presentation corrections to the attached supporting documents prior to consultation.

This consultation has close, and all submissions have been heard at the meeting on the Wednesday 26 June 2024, for a proposal to transfer some of its powers to Auckland Council under the Building Act 2004 (BA) in relation to the approval of Independently Qualified Persons (IQP). IQPs are those parties accepted by Council as being qualified to carry out responsibilities in relation to building warrants of fitness (BWof).

The proposed transfer only relates to the approval of IQPs, the maintenance of the register of IQPs and the setting of fees for such approval and on-going registration. The responsibilities of ensuring that buildings have current BWof, and their auditing will remain with Far North District Council.

It is considered that there are several positive outcomes to be gained through the transfer, including cost savings, greater opportunities for Northland based IQPs to work within the Auckland region, a better experience for IQPs and building owners through the modern Auckland web-based system, whilst reducing potential risk through a robust assessment of IQPs. It is acknowledged that some parties may see such a transfer as a loss of local autonomy. A joint regional approach such as the Waikato example was considered but would not give any advantages (efficiencies or technical) that can't be gained through the simpler transfer as proposed.

Section 233 of the BA provides for a TA to transfer its functions, duties, or powers to another TA subject to the use of the special consultative procedure in section 83 of the Local Government Act 2002.

**2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

The options were provided via the Statement of proposal in a previous Council meeting and the statement of proposal has been attached for convenience, the transfer of power to Auckland is the most cost effective and rational action to Take.

**TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION:**

The recommendation will provide the best outcome in terms of the level of competence of those reviewing the IQP's that will be working in our district and the overall cost of administering the register as we will bear none of those costs.

**3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

Nil

**ĀPITIHINGA / ATTACHMENTS**

1. Consultation Summary for IQP Public Engagement - A4999318 [↓](#) 

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, Wahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	Low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	This is a regulatory function, and the transfer of powers is necessary to ensure an enduring solution to the management of the IQP register which in term has a higher level of competence reviewing IQP's that work in our district there by aiding in safer building for all.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	Apart from the consultation that has bee held to the whole community there has been no direct interaction with community boards, with the except of those in the sitting council that have been privy to this process.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	This an issue relating to the transfer of powers under section 223 of the BA 2004 as a regulatory function and include no land or water bodies and has no treaty of Waitangi implications.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	Consultation has been completed, and a summary of that consultation is attached.
State the financial implications and where budgetary provisions have been made to support this decision.	Nil
Chief Financial Officer review.	Done





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CREATING GREAT PLACES  
*Supporting our people*

## Consultation Summary

### Transfer of IQP Register

5 July 2024

### Document acceptance

Action	Name	Signed	Date
Prepared by	Rebecca Williams – Senior Communications & Engagement Advisor		05.07.24
Reviewed by	Ken Lewis – Manager – Communications & Engagement		05.07.24
Approved by			

### Background

#### Overview

Far North District Council (FNDC) is proposing to transfer the administration of the Independent Qualified Person (IQP) Register, including the IQP approval process, to Auckland Council. IQPs are responsible for making sure the safety systems in commercial buildings are working properly by carrying out building warrants of fitness.

Whangārei District Council (WDC) has overseen the register of IQPs for all three of Northland's District Councils for approximately 20 years, but can no longer offer this service.

If administration of the IQP Register is not transferred to Auckland Council, FNDC would need to build and maintain its own IQP register, incurring additional costs.

The proposed transfer of powers would mean the following activities would be managed by Auckland Council instead:

- Approval of Independently Qualified Persons
- The maintenance of the register of Independently Qualified Persons
- The setting of fees for approval and on-going registration

The responsibility and auditing of building warrants of fitness will remain with Far North District Council.

#### Council resolution

Under the Building Act 2004, the council is obligated to inform the public via Special Consultative Procedure (Section 83 under the Local Government Act 2002) about this proposal and seek public submissions before reaching a decision.

On 11 March 2024 the Council approved the following (Resolution 2024/22 refers):

*"That the Council:*

*A) adopt the statement of proposal which is subject to s.83 the Special Consultative Procedure Process under the Local Government Act 2002.*

*B) resolve to seek public submissions on the proposal between 2 April 2024, and 30 April 2024, in accordance with the Special Consultative Procedure process."*

### Consultation

Accordingly, in the period from 2 April to 30 April 2024, the public was invited to provide their views on the proposed transfer, either in writing or verbally to elected members.

The public were informed of the consultation exercise via:

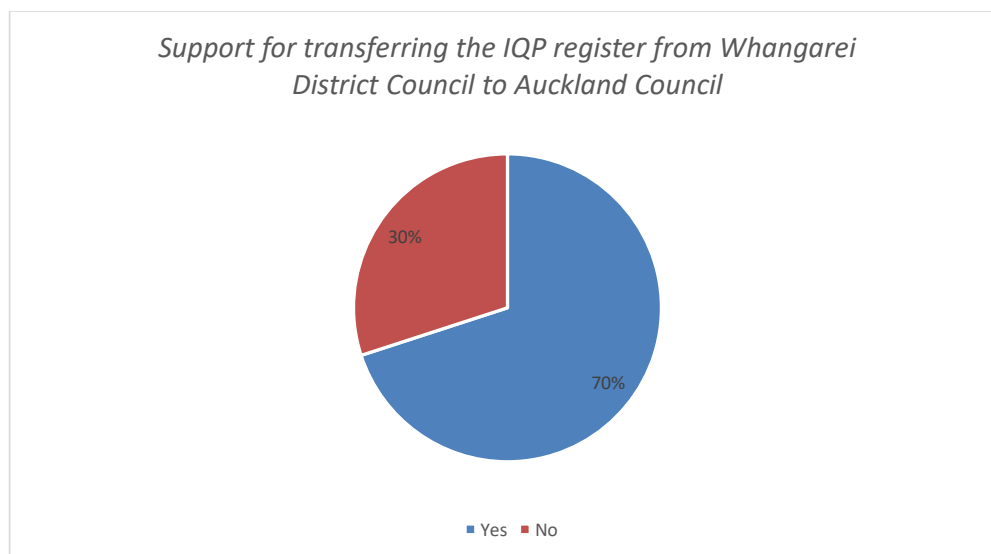
- Email to the council's database of people who have asked to be informed of consultation by the Council
- The 'Have Your Say' page on the council website
- A news story about the consultation
- Social media posts

### Summary of Submissions

44 submissions were received (42 submission forms and 2 via email), while 1 person also made a verbal submission. This report analyses these submissions.

A numbered list of all submissions can be found in Appendix One. These numbers are used to refer to the individual submissions in the body of this report.

The following chart summarises the level of support for the proposed transfer.



*Figure 1: Support for transferring the IQP register from Whangarei District Council to Auckland Council (percentage values rounded)*

- 31 out of 44 submissions (approximately 70%) support transferring the IQP register from WDC to Auckland Council, 13 submissions (approximately 30%) do not support this proposal.
- The person who made a verbal submission (submission 24) was in support of the proposed transfer.

### Why submitters supported the proposed transfer of powers

Thirteen of the 31 submitters who supported the proposal included comments in their submission. The main reasons for their support are listed below. Note that some submitters had multiple reasons which have been categorised for clarity and some comments have been summarised.

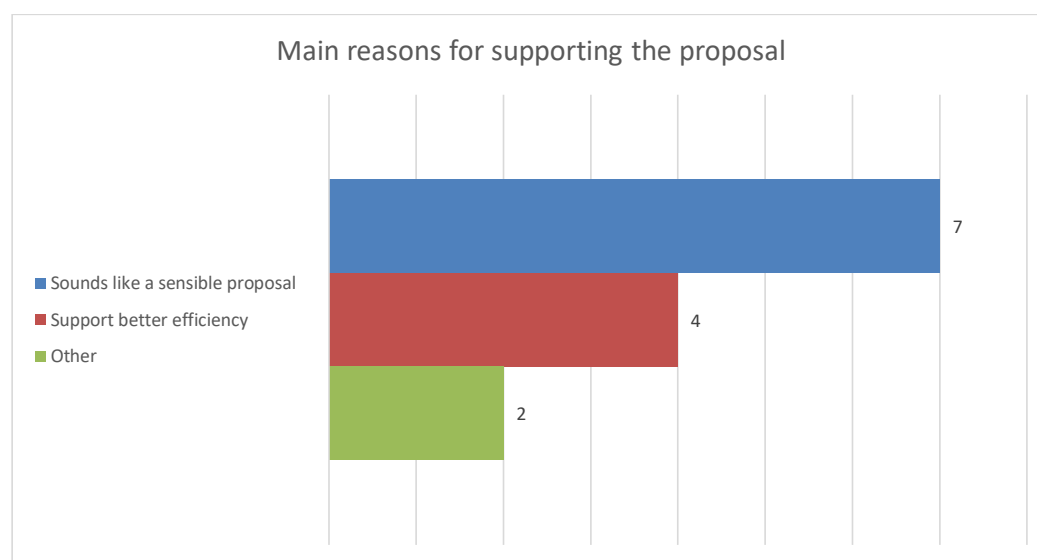


Figure 2: Main reasons for supporting the proposal

#### Sounds like a sensible proposal

Specific comments in support of the proposal as being sensible include:

- It sounds like a good idea provided IQP personal are based up here and don't have to travel from Auckland to do their job (Submission 2).
- I think this is an excellent move (Submission 13)
- This seems to be a commonsense proposal (Submission 16).
- It only makes sense to complete this transfer if Auckland City Council already has an online system in place that was efficient and working well (Submission 28).
- Would be nice if fees are matched to Auckland as Northland registration was costing arms and legs (Submission 33).
- It seems to make sense & I would imagine be cost effective (Submission 37).
- Sounds sensible to centralise (Submission 43).

#### Support better efficiency

Specific comments in support of the proposal due to increased efficiency include:

- Efficient, economical and quicker service would be great (Submission 8).
- I lived in Auckland for almost 30 years and support the efficiency and organised systems within Auckland Council (Submission 12).
- I think it is a no-brainer to make use of available technology to record this information rather than keep a manual time-intensive system (Submission 23).



- If it's more efficient and saves money then I support it so long as it doesn't disadvantage anyone (Submission 40).

#### Other comments

- It will connect Northlanders with the main hub of NZ (Submission 38).
- I hope at some stage Northland can develop the capabilities to manage and oversee ourselves (Submission 26).

#### Staff analysis

The reasons provided align with the council's rationale for transferring the IQP register to Auckland Council, rather than establishing its own IQP register: to provide greater efficiency and cost savings that benefit the community.

#### Hearing: Wednesday 26 June 2024

Any person who makes a submission has the right to be heard by council. Two submitters requested to be heard by council, however one submitter changed their mind and decided to forgo being heard by council.

The hearing was held on Wednesday 26 June 2024.

The submitter, after asking initial questions regarding the proposal, confirmed their support for the proposed transfer. The hearing is available to watch via the [councils Youtube page](#).

#### Why some submitters are not fully supportive of the proposal

Twelve people who did not support the proposal added comments to their submission. Their reasons for not supporting the proposal are shown in the following chart.

Note that some submitters had multiple reasons which have been grouped and categorised for clarity. Full submissions can be found in appendix 1.

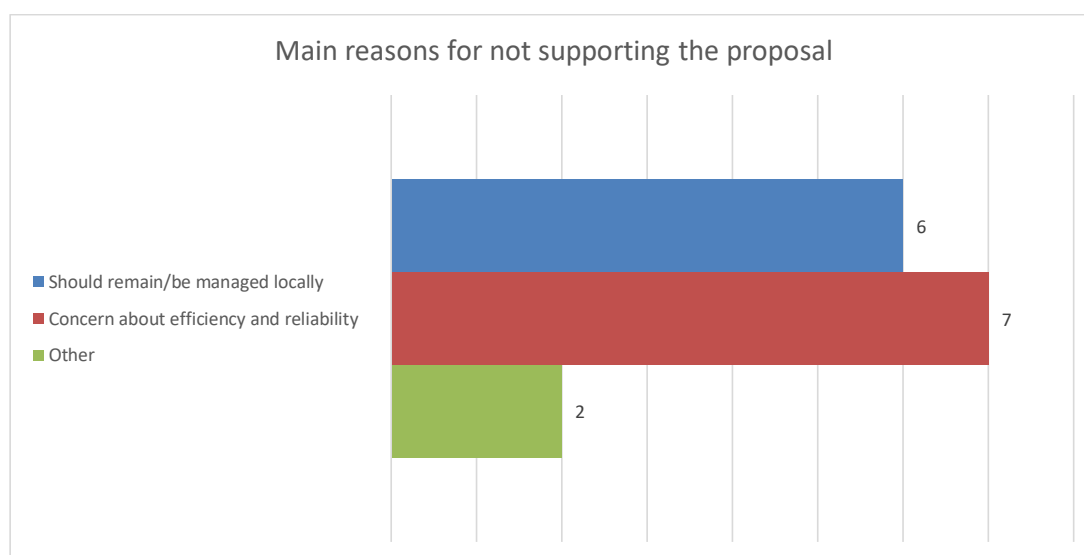


Figure 3: Main reasons for not supporting the proposal

### Should remain/be managed locally:

Some felt that the responsibility for managing the IQP register should remain local. Specific reasons for this were:

- Prefer local staff or councils to be in charge of local tasks (Submissions 17, 35).
- Concern that Auckland Council may lack an understanding of local needs and challenges, as well as established relationships with local rūpū/hapū (Submissions 4, 17).
- Belief the responsibility lies with FNDC to establish, maintain and grow the register (Submission 27).
- Belief that the approval and setting of fees should stay with Whangarei District Council (Submission 44).
- Concern that transferring management could lead to a loss of autonomy and control over local matters related to building safety and IQP management, impacting decision-making processes and responsiveness to local concerns (Submission 4).

### Staff analysis

As discussed in the [Statement of Proposal](#) and the [public consultation information](#), WDC is no longer able to continue managing the IQP register on behalf of FNDC, making Submission 44's comment unfeasible.

If administration of the IQP Register is not transferred to Auckland Council, FNDC would need to build and maintain an IQP register, which would incur additional costs.

Regarding concerns about the effect on local matters such as building safety, building owners will continue to work with local council staff on building warrant of fitness matters, and FNDC will continue to audit as required by the Building Act 2004. Clear messaging around this would likely help to address these concerns.

### Concern about efficiency and reliability

Some submitters had concerns with relying on a different council's system. Reasons for this were:

- Concern over whether increased efficiency would be gained by the transfer to Auckland (Submission 11). "It makes absolutely no sense to have Auckland manage this process as they are already bogged down with their own red tape. The process will only get worse not better" (Submission 34).
- Concerns about Northlands power/internet reliability causing challenges. Submitter 6 asked, 'Would an Auckland based service provide be able to adjust to and cope with the norms of rural Northland service provision?'
- One submitter (3) noted that the efficiencies mentioned appear to be internal. Their concern was whether this transfer would be more efficient for the end user.
- The transition of responsibilities between councils could lead to administrative challenges, confusion, or delays affecting the smooth functioning of processes related to IQP approvals, registration, and fee setting during the transition period (Submission 4).
- The transfer of administration to Auckland could result in challenges related to accessibility and communication. Dealing with a council located in a different region may lead to longer response times or difficulties in accessing services (Submission 4).

### Staff analysis

The proposed transfer will have a minimal impact on end users. Building owners will maintain their collaboration with local council staff regarding building warrants of fitness, while FNDC will carry out necessary audits in compliance with the Building Act 2004.

Furthermore, Auckland Council's current management of the IQP register for WDC and KDC demonstrates their capability to handle additional council registers efficiently, ensuring reliable and timely administrative processes.

### Other

Other concerns from submitters were:

- “While the proposed changes aim to reduce compliance costs, there is a possibility that the transition itself could incur additional costs, such as training staff, updating systems, or addressing any unforeseen challenges that arise during the process.” (Submission 4).
- Submitter 14 said, “The proposal seems to transfer the administrative cost consequences on to Auckland ratepayers which is unfair. A better, fairer approach would be for all effected Councils to consolidate this function into a single national administration system and demand central government contribute to the administration cost.”
- “Some stakeholders may perceive the transfer of powers to a different council as a loss of local control or expertise, which could potentially impact public trust or confidence in the management of building safety and IQP processes. Also, a Marae in the Tai Tokerau are not Auckland and Auckland is not Tai Tokerau” (Submission 4).

### Staff analysis

The transition should not affect FNDC staff with extra training or system changes, as WDC has already been managing the register, ensuring minimal disruption. FNDC's control and expertise remain unaffected by the transfer of the IQP register, which WDC has overseen for approximately 20 years.

However, the concerns noted indicate the need for clear messaging around these topics to address concerns.

## Appendix 1 – List of submissions received

Submission Number	Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	First Name	Last Name	Organisation (if applicable)	Position in organisation (if applicable)	Ward
1	Yes	Marion	Johnstone			Outside Far North
5	Yes	Aroha	Chase			Bay of Islands-Whangaroa (East)
9	Yes	Phelan	Pirrie			Te Hiku (North)
10	Yes	Maxine	Wynyard-Lyne			Bay of Islands-Whangaroa (East)
15	No	Hilda	Halkyard-Harawira	Te Wānanga o Te Rangi Aniwanīwa	Special Projects	Te Hiku (North)
18	Yes	Graeme	Richardson			Te Hiku (North)
19	Yes	Rolf	Mueller-Glodde	Vision Kerikeri	Acting Chair	Bay of Islands-Whangaroa (East)
20	Yes	Inge	Bremer	Carbon Neutral NZ Trust, Kerikeri Branch	Trustee & Treasurer	Bay of Islands-Whangaroa (East)
21	Yes	Ana	Bercich			
22	Yes	Jeff	Walker			
24	Yes	Tao	Xie			Outside Far North
25	Yes	Geoffrey	Marchant			Te Hiku (North)
29	Yes	Egon	Eberle			Bay of Islands-Whangaroa (East)
30	Yes	Kara	Rosemeier			Te Hiku (North)
31	Yes	David	McCLELLAND			Bay of Islands-Whangaroa (East)
32	Yes	Mrtin	Macpherson			Bay of Islands-Whangaroa (East)
36	Yes	Lisa	Tepania			Te Hiku (North)
39	Yes	Rolf	Mueller-Glodde			Bay of Islands-Whangaroa (East)

42	Yes	Bernadette	King			Outside Far North
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### Transfer of IQP Register Submissions with comments

<b>Submission number</b>	<b>2</b>
<b>First Name</b>	Pamela
<b>Last Name</b>	Wood
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	Yes
<b>If NO, which aspect do you not agree with and why?</b>	
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	It sounds a good idea provided IQP personal are based up here and don't have to travel from Auckland tp do their job.
<b>Ward</b>	Kaikohe-Hokianga (West)
<b>Other attachments</b>	N/A

<b>Submission number</b>	<b>3</b>
<b>First Name</b>	Lia
<b>Last Name</b>	Garnett
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	No
<b>If NO, which aspect do you not agree with and why?</b>	There is not enough information to be pro or con. The efficiencies mentioned appear to be internal. How will the transfer be more efficient for us, the users?
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	Are there cost savings for users of this service? I would expect savings if it is a more efficient and automated service.
<b>Ward</b>	Bay of Islands-Whangaroa (East)
<b>Other attachments</b>	N/A

<b>Submission number</b>	<b>4</b>
<b>First Name</b>	Mike
<b>Last Name</b>	Butler
<b>Organisation (if applicable)</b>	Otiria Marae
<b>Position in organisation</b>	Trustee
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	No
<b>If NO, which aspect do you not agree with and why?</b>	What are the benefits?, Can these benefits sit well with Whangarei district, Our proposed transfer of the administration of the IQP register to Auckland Council will result in advantages including: Increased efficiency Access to a more technologically advanced system for IQPs and building owners through the Auckland Council website. Reduced compliance costs Moving to three-yearly renewals Potentially lower risks due to an improved

	<p>assessment process.</p> <p>The council is obligated to inform the public about this proposal and gather feedback before reaching a decision.</p> <p>Also a Marae in the Tai Tokerau are not Auckland and Auckland is not Taitokerau</p>
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	<p>Distance and Accessibility: If you are based in Northland, the transfer of administration to Auckland could result in challenges related to accessibility and communication. Dealing with a council located in a different region may lead to longer response times or difficulties in accessing services. Local Expertise and Understanding: Whangārei District Council's longstanding oversight of the IQP register means they likely have a deep understanding of local needs, challenges, and nuances. The transfer of this responsibility to Auckland Council, which may not have the same level of local expertise, could potentially lead to gaps in understanding or decision-making that may not fully address Northland-specific issues.</p> <p>Transition Period Challenges: Any transition of responsibilities between councils can lead to administrative challenges, confusion, or delays. This could affect the smooth functioning of processes related to IQP approvals, registration, and fee setting during the transition period. Loss of Autonomy: For Northland's District Councils, particularly Whangārei District Council, the transfer of powers to Auckland Council may result in a loss of autonomy and control over local matters related to building safety and IQP management. This could impact decision-making processes and responsiveness to local concerns. Potential Increased Costs: While the proposed changes aim to reduce compliance costs, there is a possibility that the transition itself could incur additional costs, such as training staff, updating systems, or addressing any unforeseen challenges that arise during the process. .</p>
<b>Ward</b>	Bay of Islands-Whangaroa (East)
<b>Other attachments</b>	N/A

<b>Submission number</b>	6
<b>First Name</b>	L
<b>Last Name</b>	Emmett
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	No
<b>If NO, which aspect do you not agree with and why?</b>	<p>Neither agree or disagree at this stage, and this form is not constructed to allow me to say so - just Y or N. But I hope to be able to express my concerns herein.</p> <p>Just found that it doesn't really seek or provide any pertinent framework for feedback or opinions to be expressed. Shame on you FNDC!</p>



<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	Crikey, got to the end of this process and there is no opportunity to comment, or provide feedback further. What is this? have I missed something? The Far North does not have reliable power or internet (2/4/24!) services, how can this system be reliable, and how well will an Auckland based service provider adjust to and cope with the norms of rural Northland service provision?
<b>Ward</b>	Kaikohe-Hokianga (West)
<b>Other attachments</b>	N/A

<b>Submission number</b>	<b>7</b>
<b>First Name</b>	Kevin
<b>Last Name</b>	Judkins
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	No
<b>If NO, which aspect do you not agree with and why?</b>	The job should be undertaken locally and not farmed out to a bloated bureaucracy in Auckland.
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	No
<b>Ward</b>	Bay of Islands-Whangaroa (East)
<b>Other attachments</b>	N/A

<b>Submission number</b>	<b>8</b>
<b>First Name</b>	Pearl
<b>Last Name</b>	Taylor
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	Yes
<b>If NO, which aspect do you not agree with and why?</b>	
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	Efficient, economical and quicker service would be great.
<b>Ward</b>	Te Hiku (North)
<b>Other attachments</b>	N/A

<b>Submission number</b>	<b>11</b>
<b>First Name</b>	Simon
<b>Last Name</b>	Woodward
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	Principal Geotechnical Engineer
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	No
<b>If NO, which aspect do you not agree with and why?</b>	The proposal CLAIMS *Increased efficiency - efficiency has not been my professional engineering experience of Auckland's Council since its inception. Where's your proof to substantiate this claim? * Reduced compliance costs. From what to what? Show us the numbers to back this claim up.

	* Potentially lower risks due to an improved assessment process. What sort of risks? Commercial, financial, technical? Liability? Please give details otherwise these are weasel-words.
Do you have any further feedback about the proposed transfer of the IQP register?	
Ward	Bay of Islands-Whangaroa (East)
Other attachments	N/A

Submission number	12
First Name	Hana
Last Name	Kingi
Organisation (if applicable)	
Position in organisation	
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	Yes
If NO, which aspect do you not agree with and why?	
Do you have any further feedback about the proposed transfer of the IQP register?	I lived in Auckland for almost 30 years and support the efficiency and organised systems within Auckland Council.
Ward	Kaikohe-Hokianga (West)
Other attachments	N/A

Submission number	13
First Name	L.K.
Last Name	Savage
Organisation (if applicable)	
Position in organisation	
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	Yes
If NO, which aspect do you not agree with and why?	
Do you have any further feedback about the proposed transfer of the IQP register?	I think this is an excellent move
Ward	Bay of Islands-Whangaroa (East)
Other attachments	N/A

Submission number	14
First Name	Troy
Last Name	Churton
Organisation (if applicable)	Scrumptious Fruit Trust
Position in organisation	Trustee
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	No
If NO, which aspect do you not agree with and why?	The proposal seems to transfer the administrative cost consequences on to Auckland ratepayers which is unfair. A better, fairer approach would be for all effected Councils to consolidate this function into a single national administration system and demand central government contribute to the administration cost.

Do you have any further feedback about the proposed transfer of the IQP register?	
Ward	Bay of Islands-Whangaroa (East)
Other attachments	N/A

Submission number	16
First Name	Rosemary
Last Name	Sopp
Organisation (if applicable)	
Position in organisation	
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	Yes
If NO, which aspect do you not agree with and why?	
Do you have any further feedback about the proposed transfer of the IQP register?	This seems to be a commonsense proposal
Ward	Bay of Islands-Whangaroa (East)
Other attachments	N/A

Submission number	17
First Name	Inge
Last Name	Friday
Organisation (if applicable)	Ngati Mohitaka o Nu Tireni/Te Hauora o Ninihi/Mana Tangata ki Ōtaua
Position in organisation	Secretary
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	No
If NO, which aspect do you not agree with and why?	Keep all Far North aspects of council with local councils. We do not approve and do not want 'out of towners' councils/people controlling us that don't know and are not a part of local knowledge or do not have local relationships with roopū/hapū in our motū.
Do you have any further feedback about the proposed transfer of the IQP register?	Keep Northland to Northland for Northland.
Ward	Kaikohe-Hokianga (West)
Other attachments	N/A

Submission number	23
First Name	Margaret
Last Name	Nimmo
Organisation (if applicable)	
Position in organisation	
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	Yes
If NO, which aspect do you not agree with and why?	
Do you have any further feedback about the proposed transfer of the IQP register?	I think it is a no-brainer to make use of available technology to record this information rather than keep a manual time-intensive system

<b>Ward</b>	Bay of Islands-Whangaroa (East)
<b>Other attachments</b>	N/A

<b>Submission number</b>	26
<b>First Name</b>	Tony
<b>Last Name</b>	Murray
<b>Organisation (if applicable)</b>	Te Paatu ki Kauhanga Trust
<b>Position in organisation</b>	Administrator
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	Yes
<b>If NO, which aspect do you not agree with and why?</b>	
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	I hope at some stage Northland can develop the capabilities to manage and oversee ourselves.
<b>Ward</b>	Te Hiku (North)
<b>Other attachments</b>	N/A

<b>Submission number</b>	27
<b>First Name</b>	Desiree
<b>Last Name</b>	Andrews
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	No
<b>If NO, which aspect do you not agree with and why?</b>	All of it, as a council responsibility lies with FNDC to establish, maintain & grow.
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	
<b>Ward</b>	Kaikohe-Hokianga (West)
<b>Other attachments</b>	N/A

<b>Submission number</b>	28
<b>First Name</b>	Tyrone
<b>Last Name</b>	Haynes
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	Yes
<b>If NO, which aspect do you not agree with and why?</b>	
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	It only makes sense to complete this transfer if Auckland City Council already has an online system in place that was efficient and working well.
<b>Ward</b>	Te Hiku (North)
<b>Other attachments</b>	N/A

<b>Submission number</b>	33
<b>First Name</b>	Prashant
<b>Last Name</b>	Patel
<b>Organisation (if applicable)</b>	Building & Engineering
<b>Position in organisation</b>	Director
<b>Do you agree with the proposed transfer of the IQP</b>	Yes

register from Whangarei District Council to Auckland Council?	
If NO, which aspect do you not agree with and why?	
Do you have any further feedback about the proposed transfer of the IQP register?	Would be nice if fees are matched to Auckland as Northland registration was costing arms and legs.
Ward	Outside Far North
Other attachments	N/A

Submission number	34
First Name	Doug
Last Name	Klever
Organisation (if applicable)	Switzer Residential Care
Position in organisation	
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	No
If NO, which aspect do you not agree with and why?	Will not increase efficiency. The FNDC must research their contractors qualifications as we the Far North consumer will be directly affected. It makes absolutely no sense to have Auckland manage this process as they are already bogged down with their own red tape. The process will only get worse not better.
Do you have any further feedback about the proposed transfer of the IQP register?	
Ward	Te Hiku (North)
Other attachments	N/A

Submission number	35
First Name	Ian
Last Name	Jenkins
Organisation (if applicable)	
Position in organisation	
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	No
If NO, which aspect do you not agree with and why?	I would prefer local staff to be in charge of local tasks. Nothing good comes from big is better approach.
Do you have any further feedback about the proposed transfer of the IQP register?	
Ward	Bay of Islands-Whangaroa (East)
Other attachments	N/A

Submission number	37
First Name	Simon
Last Name	Upperton
Organisation (if applicable)	
Position in organisation	
Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?	Yes
If NO, which aspect do you not agree with and why?	

<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	It seems to make sense & I would imagine be cost effective.
<b>Ward</b>	Bay of Islands-Whangaroa (East)
<b>Other attachments</b>	N/A

<b>Submission number</b>	<b>38</b>
<b>First Name</b>	Kowhai
<b>Last Name</b>	Wilkie
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	Yes
<b>If NO, which aspect do you not agree with and why?</b>	
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	Do it. Whangarei refuse to join services such as Three Waters, start cutting them out and forcing more centralised, modern services. It will connect Northlanders with the main hub of NZ.
<b>Ward</b>	Kaikohe-Hokianga (West)
<b>Other attachments</b>	N/A

<b>Submission number</b>	<b>40</b>
<b>First Name</b>	Diana
<b>Last Name</b>	Sandifer
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	Yes
<b>If NO, which aspect do you not agree with and why?</b>	
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	If it's more efficient and saves money then I support it so long as it doesn't disadvantage anyone.
<b>Ward</b>	Bay of Islands-Whangaroa (East)
<b>Other attachments</b>	N/A

<b>Submission number</b>	<b>41</b>
<b>First Name</b>	Vicki
<b>Last Name</b>	Ruhe
<b>Organisation (if applicable)</b>	
<b>Position in organisation</b>	
<b>Do you agree with the proposed transfer of the IQP register from Whangarei District Council to Auckland Council?</b>	No
<b>If NO, which aspect do you not agree with and why?</b>	Approval and setting of fees should stay with whangarei council
<b>Do you have any further feedback about the proposed transfer of the IQP register?</b>	Technology fails a lot so not a selling point, Auckland has so much builds going on I doubt their capability to fulfill the expectations of new proposal. I am very nervous of the one body having so much control
<b>Ward</b>	Bay of Islands-Whangaroa (East)
<b>Other attachments</b>	

<b>Submission number</b>	<b>43</b>
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<b>First Name</b>	Linda
<b>Last Name</b>	McGrath
<b>Email submission:</b>	Sounds sensible to centralise
<b>Ward</b>	Not specified
<b>Other attachments</b>	N/A

<b>Submission number</b>	44
<b>First Name</b>	Lorna
<b>Last Name</b>	Mongell
<b>Email submission:</b>	<p>Not sure I could agree with register transfer to Auckland.</p> <p>They cannot fix the Viaduct Bridge, they have blow out costs for cross walks etc. etc. They are broke and envision sports stadiums when they have a broken mass transit system</p> <p>All shows lack of due diligence...and to my mind inadequacy in this area.</p> <p>If only to expedite and lessen expenses..Auckland does not make me feel entirely confident.</p> <p>Obviously you know more about these things than I....but have you looked at their progress regarding anything commercial?</p>
<b>Ward</b>	Not specified
<b>Other attachments</b>	N/A



## 7.7 DEVELOPMENT OF A LOCAL ALCOHOL POLICY

**File Number:** A4950769

**Author:** Donald Sheppard, Policy Advisor

**Authoriser:** Angie Thomas, Acting Chief Financial Officer

### TAKE PŪRONGO / PURPOSE OF THE REPORT

To seek approval to develop a Local Alcohol Policy (LAP) for the district.

### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- The alcohol industry provides some positive social and economic benefits for the district, however, there are a range of concerning problems and harms associated with the sale and consumption of alcohol in the Far North
- The Far North District Council does not currently have a Local Alcohol Policy
- Developing a LAP will enable the Council to address these problems and harms by providing policy guidance to the District Licensing Committee (DLC) to help inform its alcohol licensing decisions.

### TŪTOHUNGA / RECOMMENDATION

**That Council approve the development of a Local Alcohol Policy (LAP) for the district.**

### 1) TĀHUHU KŌRERO / BACKGROUND

#### What is a LAP?

A LAP is a set of policy guidelines made by a local council in consultation with its community about the sale and supply of alcohol in its district.

A LAP is made under the Sale and Supply of Alcohol Act 2012 (the Act) and is intended to ensure:

- the sale, supply, and consumption of alcohol occurs safely and responsibly
- alcohol-related harm is minimised.

A LAP applies to licensing decisions and covers matters such as the trading hours, location, and density of licensed premises. A LAP may have different conditions for different areas in the district.

Under sections 105 and 131 of the Act the District Licensing Committee (DLC) “must have regard to” a LAP when issuing or renewing licences.

#### LAP history in the Far North

In 2014/15 Council developed a Provisional LAP that was legally challenged (see Attachment Four). In 2018, due to mounting legal costs, Council decided to cease developing this LAP.

#### Supreme Court clarification of how LAP policies may be justified

In May 2023, a Supreme Court judgement clarified that policies in a LAP may be justified based on a “reasonable likelihood” (rather than proof) it will reduce alcohol-related harm.

#### Changes to the Act in 2023

In August 2023 several amendments were made to the Act:

- the right of parties to appeal against the LAP to the Alcohol Regulatory and Licensing Authority (ARLA) was removed – this means that Council can develop a LAP without the threat of legal challenges other than the possibility of a judicial review that might consider whether Council acted within the powers given to it by the Act
- Council does not need to make a Provisional LAP – a draft LAP is sufficient for the purposes of consultation and making the LAP

- changes to make it easier for community members to contribute to DLC hearings:
  - allowing “any person” to object to a licence application, rather than just those with a “greater interest” than the general public
  - extending the time to make an objection from 15 to 25 days after the public notice of a licence application
  - parties can attend DLC hearings remotely
  - cross-examination is not allowed (the DLC will test the evidence)
  - tikanga may be incorporated into proceedings and evidence may be presented in te reo Māori.

### **Community interest in developing a new LAP for the district**

In August 2023, given the changes to the Act, several stakeholder groups asked the Council to recommence developing a LAP for the district. These groups included NZ Police, the Medical Officer of Health, Council’s Alcohol Licencing Inspectors, Ministry of Social Development (MSD), and the Te Hiku Social Accord/ Whiria Te Muka.

### **Research into developing a LAP**

On 16 November 2023 Council authorised the Policy & Bylaws Team to conduct research into making a new LAP (Agenda item 6.4 document number A4437661, pages 46 - 56 refers) and the attached research report covers the findings of this research (see Attachment One).

Attachment Two is a PowerPoint presentation prepared for the workshop with elected members held on 15 October 2024 which summarises the research findings.

Attachment Three is a report analysing the options for developing a LAP.

Attachment Four is the Provisional LAP developed in 2015 – this is not particularly relevant as the Act requires Council to start again with developing a new LAP.

NB. Under the Act, Council cannot recommence developing the previous Provisional LAP, as consultation with the public on its content occurred more than six years ago, in 2014.

## **2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

### **Relevant legislation**

Under section 10 of the Local Government Act 2002, the purpose of local government is to “promote the social, economic, environmental, and cultural wellbeing of communities, in the present and for the future”. A LAP could address all four “wellbeings” as discussed in section 4.1 of the Research Report. NB. Central government has recently announced that it may amend the Local Government Act, including the purpose of local government. If this occurs, staff will review all policies and make recommendations to Council to amend accordingly. Central Government has indicated they will provide further information by the end of 2024. Currently there is no Bill before parliament. Council must continue to adhere to existing legislation.

The Act empowers a territorial authority to make a LAP relating to the sale, supply, and consumption of alcohol within its district.

Reflecting the object of the Act stated in section 4(1), a LAP’s purpose is to ensure:

- the sale, supply and consumption of alcohol is undertaken safely and responsibly
- the harm caused by the excessive or inappropriate consumption of alcohol is minimised.

Section 77 of the Act provides for a LAP to include policies on any or all of the following licensing matters:

- a) location of licensed premises by reference to broad areas
- b) location of licensed premises by proximity to premises of a particular kind or kinds – for example, how close liquor stores can be to each other

- c) location of licensed premises by proximity to facilities of a particular kind or kinds – these facilities could include ‘sensitive sites’ such as educational facilities, places of worship, marae and/or medical practices
- d) whether further licences (or licences of a particular kind or kinds) should be issued for premises in the district, or any part of the district – the Council may impose a cap or ‘sinking lid’ on the issue of further licences in particular towns or across the district
- e) maximum trading hours – default hours are stated in the Act. Council may reduce or increase these hours to reflect community preferences
- f) the issue of licences, or licences of a particular kind or kinds, subject to discretionary conditions – these are conditions that the DLC may or may not apply to specific licensed premises and could cover areas such as noise control, outdoor advertising of alcohol, and safety and security provisions
- g) one-way door restrictions – these restrictions allow patrons to leave on-licences such as bars, taverns, pubs, and nightclubs but not to re-enter these premises after a certain time.

LAPs are optional, but where a territorial authority has a LAP, the DLC and ARLA must “have regard to” the LAP when considering licence applications and renewals in the district.

### **What is required to develop a LAP?**

If Council wishes to develop a LAP, under section 78(1) of the Act, it must prepare a draft LAP, having regard to:

- a) the objectives and policies of its District Plan
- b) the number of licences of each kind held for premises in its district, and the location and opening hours of these premises
- c) any areas in which bylaws prohibiting alcohol in public places are in force
- d) the demography of the district’s residents
- e) the demography of people who visit the district as tourists or holidaymakers
- f) the overall health indicators of the district’s residents
- g) the nature and severity of alcohol-related problems arising in the district.

The above areas are all discussed in the attached research report.

### **Developing a draft LAP will require extensive engagement and consultation**

A LAP needs to reflect community preferences regarding the sale and supply of alcohol in the district. This implies engaging with local communities and stakeholder groups (including licensees) to understand their preferences.

Under the Act, Council must:

- consult with the Police, Licencing Inspectors, and the Medical Officer of Health regarding the content of the draft LAP;
- conduct public consultation on the draft LAP using the Special Consultative Procedure described in section 83 of the Local Government Act 2002;
- review the LAP, once adopted, at least every six years.

### **Summary of the research findings**

A summary of the research findings is provided below. For more information, refer to the attached full report.

On the one hand, the alcohol industry provides a range of positive social and economic benefits to the district including:

- support for the local economy through revenue generated by alcohol sales
- direct and indirect employment
- support for the hospitality and tourism sectors
- licensed clubs and on-licence premises (such as bars, taverns, restaurants and nightclubs) serve as social hubs where people gather to socialise, network, and celebrate special occasions
- licensed restaurants and cafés offer patrons the opportunity to enjoy alcohol with food
- off-licences such as supermarkets, groceries, and liquor stores are convenient places to purchase alcohol

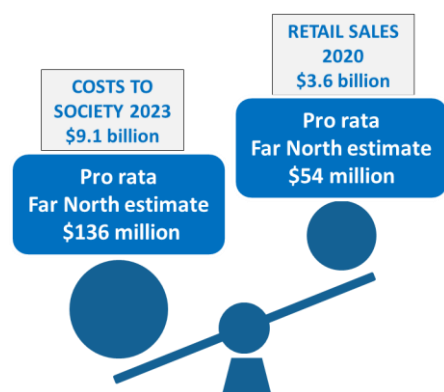
- sponsorship and funding of community groups and events.

On the other hand, there are some serious problems and harms associated with the sale and consumption of alcohol in the Far North, including:

- from the Ministry of Health's *New Zealand Health Survey 2017 to 2020*:
  - 22% of Northland residents aged 15 or more were classified as hazardous drinkers
  - 26% of these residents were frequent binge drinkers i.e. consuming at least six standard drinks per occasion at least monthly (the Ministry of Health acknowledges this is likely to be under-reported)
- physical health problems – alcohol consumption is associated with over 200 health conditions. The rate of hospital admissions solely attributable to alcohol in the Far North from 2016 to 2018 placed the district in 6th worst place out of all territorial authorities. Also, the Far North had a 70% higher mortality rate wholly attributable to alcohol than the national average
- excessive alcohol consumption is associated with mental disorders such as depression, anxiety, bipolar disorders, psychosis, and suicidal thoughts and behaviours
- unsafe alcohol use can trigger social problems such as family/whānau dysfunction and domestic violence – in the Te Hiku area in 2023 Whiria Te Muka reported 329 instances of family/whānau violence triggered by alcohol that affected 783 people, including 178 children under the age of 17
- drinking to excess can lead to abusive behaviour, violence, and public disorder - in 2023, the Police attended 1,174 incidents in public spaces in the Far North where alcohol was a contributing factor
- driving under the influence is more common in the Far North than nationally, with the rate of alcohol and drug-related crashes causing death or injuries being 76% higher in the Far North in 2018 to 2021 than in New Zealand overall
- in 2019/20, 12% of drinkers in Northland reported feeling worried or stressed about money because of their drinking
- excessive and inappropriate alcohol use has major economic impacts, including costs related to healthcare, accident compensation, and law enforcement

## On balance, alcohol harms and problems cost more to the community than alcohol sales

See the following diagram:



## Demographic groups most at risk of alcohol-related harms

Groups that are particularly vulnerable to alcohol-related harms include:

- children aged less than 15 years
- young adults aged 15 to 24
- adults aged 25 to 44
- those living in areas with high social deprivation
- males
- Māori (particularly Māori males).

## Community engagement

If the Council resolves that a LAP should be developed for the district, in the design stage of the LAP, extensive community engagement will take place to assess community preferences before a draft LAP can be made for consideration by Council.

## Risks and mitigations – judicial review

While the changes to the Act mean that affected parties such as the alcohol industry cannot appeal against a draft LAP developed by the Council, these parties could request a judicial review of the process taken to develop the LAP and whether Council acted within the authority provided by the Act. This is a risk for any new policy or policy review.

The network of councils across the country who are working on developing or reviewing LAPs report that there have been threats of judicial reviews from the alcohol industry when undertaking consultation on their LAPs; however, no official judicial review requests have occurred. Matters raised relate to some of the discretionary policies in their LAPs relating to single unit sales and requiring CCTV cameras for security purposes. This suggests that we can be confident that more substantive issues around the location, opening hours and density of licensed premises are likely not to be challenged. Because the Far North District is behind these other Councils in our LAP development, we can potentially learn from the rulings in any judicial reviews. Also, Alcohol Healthwatch is prepared to help us address any request for a judicial review of our LAP.

## Options

There are two options:

1. to develop a LAP for the district
2. not to develop a LAP.

Advantages and disadvantages of these options are summarised below.

Options	Advantages	Disadvantages
<p><b>1) Develop a LAP for the district (recommended)</b></p>	<p><b>Public health, wellbeing, and safety benefits</b> A LAP will address the effects of alcohol-related harm in the district which is at a high level compared with other districts. These harms come at a large social and economic cost to the community</p> <p><b>Community input</b> A LAP can enable alcohol licensing decisions to reflect community preferences. The changes to the Act strengthen Council's ability to develop a LAP influenced by the preferences of the community, without legal challenges.</p> <p><b>Protection of vulnerable groups</b> Possible LAP provisions regarding the location of licensed premises in relation to sensitive sites such as schools, playgrounds, medical facilities, and marae could help protect vulnerable groups from alcohol-related harms.</p> <p><b>Protection of existing licensed businesses</b> Possible LAP provisions regarding the number and location of new licensed premises could protect existing businesses from competition.</p> <p><b>Initial support from key stakeholders</b> The Police, the Medical Officer of Health, the DLC, and the majority of Alcohol Licensing Inspectors support making a LAP.</p> <p><b>Clarity of policy direction</b> A LAP would give the DLC and applicants for licences clear direction regarding Council's intentions for alcohol licensing.</p> <p><b>Greater consistency in licensing decisions</b> The District Licensing Committee will have a point of reference for all licensing decisions which it must have regard to in its decisions.</p> <p><b>Potential cost savings</b> Having a LAP may lead to a decrease in the number of objections made against individual licence applications and consequently fewer costly hearings.</p>	<p><b>Adverse impact of LAP provisions on alcohol outlets</b> Licensed businesses may be adversely affected by possible LAP provisions such as reduced trading hours. NB. customers may change their behaviour (e.g. purchase alcohol earlier) meaning adverse effects may be minimal.</p> <p><b>Managing conflicting views</b> Council should be prepared to manage opposing viewpoints from stakeholders representing the alcohol industry, and to accept that its decisions in this area may not satisfy all parties equally.</p> <p><b>Potential for judicial review</b> Judicial review is still possible despite the amendments to the Act. Defending a judicial review can be costly and time consuming. NB. the Council can potentially be guided by any judicial reviews of other Councils' LAPs developed after the Act was amended. To date, no such reviews have occurred.</p> <p><b>Resource commitment</b> Developing a LAP requires extensive engagement with the community and significant staff time will be involved in this engagement and in drafting the LAP.  Reviewing a LAP at least every six years will involve one-off costs and again will require significant staff resources.</p>

Options	Advantages	Disadvantages
2) <b>Do not develop a LAP for the district</b>	<p><b>Licensed premises would not be adversely affected by LAP provisions</b> For example, licensing provisions in a LAP that may apply to trading hours and the location of licensed premises would not apply.</p> <p><b>Council will avoid an issue that is likely to have conflicting views</b></p> <p><b>A judicial review will not occur</b> Council will avoid the time and cost of responding to a potential judicial review</p> <p><b>Resources will not be committed to LAP development and review</b> Developing a LAP requires extensive engagement with the community and significant staff time will be involved in drafting the LAP and analysing submissions.</p> <p><b>Reviewing a LAP at least every six years</b> will involve one-off costs and require significant staff resources.</p>	<p><b>Failure to address public health, wellbeing, and safety issues in the community</b> Council will lose the opportunity to reduce the level of alcohol-related harm in the district via a LAP.</p> <p><b>Community input</b> The Council will not benefit from community feedback into addressing alcohol-related harm.</p> <p><b>Missed opportunity to protect vulnerable groups</b> Potential LAP provisions regarding the location of licensed premises in relation to sensitive sites would not be in place.</p> <p><b>Missed opportunity to protect existing licensed businesses</b> LAP provisions regarding the number and location of new licensed premises that could protect existing businesses from competition would not be in place.</p> <p><b>Lack of a LAP would disappoint key stakeholders</b> The Police, the Medical Officer of Health, and the majority of Alcohol Licensing Inspectors would be disappointed if a LAP is not developed.</p> <p><b>Lack of policy direction</b> The DLC will not benefit from policy advice from the Council regarding its decisions.</p> <p><b>Potential inconsistency in licensing decisions</b> The DLC will lack a point of reference for its licensing decisions.</p> <p><b>Potential cost savings will not occur</b> Cost savings through fewer licensing objections and hearings will not occur</p>

### TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

On balance, Option 1 (develop a LAP for the district) is recommended because:

- there are extensive problems and harms associated with the inappropriate consumption of alcohol in the district, and there is a reasonable likelihood that a LAP could address these issues
- developing a LAP will enable alcohol licensing decisions to reflect community preferences
- a LAP may protect existing licensed businesses
- a LAP will lead to clarity of policy direction from the Council and greater consistency in licensing decisions by the DLC
- a LAP can potentially lead to cost savings for the DLC through fewer objections against licensing decisions and fewer costly hearings.

### NEXT STEPS

As required by the Act, Council staff will work closely with the Police, the Medical Officer of Health, and Alcohol Inspectors to develop the draft LAP. Extensive engagement with the community will also occur via a survey of the public and meetings with key stakeholders including social agencies, iwi

and hapu representatives, and the alcohol industry. Input from Community Boards will also be sought during the LAP design phase.

The estimated timeframe to develop and consult on the draft LAP is 6 to 8 months starting in February 2025.

### **3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

Costs to develop a LAP will only involve staff resourcing and will be met from existing budgets. No implementation costs will be involved. Potentially having a LAP in place will reduce the number of costly hearings regarding objections to the DLC's decisions, as a LAP will give the DLC and licensed premises clear direction regarding Council's intentions for alcohol licensing.

### **ĀPITI HANGA / ATTACHMENTS**

1. FNDC LAP Research Report - A4960202 [↓](#) 
2. FNDC LAP Workshop presentation 151024 - A4960190 [↓](#) 
3. Options Analysis report - Local Alcohol Policy - A4960402 [↓](#) 
4. Provisional LAP 2015 - A1570334 [↓](#) 



**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	<p>Under the Significance and Engagement Policy, Council staff consider that developing a LAP is highly significant as:</p> <ul style="list-style-type: none"> <li>• this area is not covered by current plans or policies</li> <li>• developing a LAP is likely to generate considerable public interest</li> <li>• a LAP is likely to be of particular interest to Māori given the disproportionate level of alcohol-related harms experienced by Māori</li> <li>• a LAP is likely to have an impact on the social, economic, environmental and cultural wellbeing of the District.</li> </ul>
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	<p><b>Legislation:</b></p> <ul style="list-style-type: none"> <li>• Sale and Supply of Alcohol Act 2012</li> <li>• Local Government Act 2002               <ul style="list-style-type: none"> <li>◦ section 10 - purpose of local government is to promote the four "well-beings"</li> </ul> </li> <li>• section 14(c) - Council's decisions should take into account a) the diversity of the community, and the community's interests within its district; b) the interests of future as well as current communities</li> <li>• section 14(d) - Council should provide opportunities for Māori to contribute to its decision-making processes. This is particularly relevant given the disproportionate level of alcohol-related harm experienced by Māori in the district</li> </ul> <p><b>Council's Long-Term Plan Community Outcomes:</b></p> <ul style="list-style-type: none"> <li>• communities that are healthy, safe and connected</li> </ul> <p><b>District Plan Objectives and Policies</b></p> <ul style="list-style-type: none"> <li>• see section 4.5 of the attached research report</li> </ul> <p><b>Alcohol Control Bylaw 2018</b></p> <ul style="list-style-type: none"> <li>• see section 4.4 of the research report</li> </ul>
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate	The sale, supply, and consumption of alcohol has district-wide relevance across the Far North District with 83% of adults aged 15 or more in Northland having consumed alcohol in the past year (2017-20 results).

Community Board's views have been sought.	<p>Issues regarding the sale and consumption of alcohol affect local communities and towns and the Act allows for a LAP to have different conditions for different areas in the district. Therefore, local input into developing a LAP is vital.</p> <p>Input from Community Boards will be sought during the LAP design phase to help ensure that local perspectives are considered and appropriate local stakeholders are consulted.</p>
<p>State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.</p> <p>State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.</p>	<p>A LAP has potential implications for Māori communities, who are disproportionately affected by the harms and problems associated with alcohol use. To ensure alignment with Māori health priorities and cultural values, Council staff plan to engage with iwi and hapū representatives during the policy design phase. NB. Whiria Te Muka has already provided valuable insights from the perspective of Te Hiku iwi regarding alcohol-related domestic violence in Te Hiku and the desire for iwi and hapu to have their say on a LAP.</p>
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	<p>Practically all members of the community are affected by the sale, supply, and consumption of alcohol in the district.</p> <p>As discussed in section 9.2 of the research report, demographic groups that are particularly vulnerable to alcohol-related harms include:</p> <ul style="list-style-type: none"> <li>• children aged less than 15 years</li> <li>• young adults aged 15 to 24</li> <li>• adults aged 25 to 44</li> <li>• those living in areas with high social deprivation</li> <li>• males</li> <li>• Māori (particularly Māori males).</li> </ul>
State the financial implications and where budgetary provisions have been made to support this decision.	<p>Costs to develop a LAP will only involve staff resourcing and will be met from existing budgets. No implementation costs will be involved. Potentially having a LAP in place will reduce the number of costly hearings regarding objections to the DLC's decisions.</p>
Chief Financial Officer review.	<p>The Chief Financial Officer has not reviewed this report.</p>



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# Local Alcohol Policy

## Research Report

November 2024

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## 1 Purpose, scope, and methodology

### 1.1 Purpose

To research and analyse whether it would be appropriate for the Council to develop a Local Alcohol Policy (LAP).

### 1.2 Research objectives

Research objectives are to understand:

- the legislative context for developing a LAP
- the characteristics of residents and visitors to the district
- alcohol sales, supply and consumption in the Far North
- the benefits and harms associated with alcohol
- how a LAP might ensure the sale, supply and consumption of alcohol occurs safely and responsibly while minimising alcohol-related harm.

### 1.3 Scope of the research

This research:

- provides background information regarding:
  - how the Sale and Supply of Alcohol Act 2012 (the Act) applies to developing a LAP
  - roles and responsibilities of various agencies including the Council regarding the sale, supply, and consumption of alcohol in the district
- describes the demographics of residents
- analyses health indicators for the resident population
- describes the alcohol industry in the district
- investigates the demographics of tourists and other visitors to the Far North
- investigates patterns of alcohol consumption nationally and in the region
- describes alcohol-related harms and problems
- analyses the number, location, and opening hours of licensed premises in the district
- discusses the policy elements that could be included in a LAP
- reports on the initial views of key stakeholders regarding developing a LAP for the district.

The research does not:

- investigate the harm from drugs other than alcohol (except regarding alcohol-affected road crashes where Ministry of Transport data combines alcohol and drug use)
- address matters that are the responsibility of central government to address, such as setting the minimum purchase age for alcohol, controlling the production of alcohol, etc.
- involve formal consultation with the public – this will occur in the next stages in the policy development process, assuming Council agrees that a LAP should be developed.

The findings of this Report will feed into an Options Report for the Council. This Report will examine the pros and cons of developing a LAP and will recommend to the Council whether to develop a draft LAP or not.

### 1.4 Methodology

The following methods were used to conduct the research:

- interviews, discussion, and workshops with subject matter experts including:
  - the Council's Alcohol Inspectors
  - the NZ Police
  - the Medical Officer of Health, Ngā Tai Ora - Public Health Northland
  - Health NZ | Te Whatu Ora
  - Whangārei District Council
  - Kaipara District Council
  - Northland Inc.
  - Alcohol Healthwatch
  - Maritime NZ
  - Water Safety NZ
  - Whiria Te Muka
  - Hospitality NZ
  - Restaurant Association of New Zealand
  - Retail NZ

- Northland Winegrowers
- desk research and analysis of secondary data
- analysis of custom data for the district provided by:
  - NZ Police
  - Ministry of Transport
  - Ministry of Health | Manatū Hauora.

Where possible, information is provided for the district. Where this is not available, regional or national information is provided. Most data in the report is from 2017 onward; for example, two key information sources are:

- regional (Northland) results from the New Zealand Health Survey from 2017 to 2020
- detailed results for the district from the 2018 Census (only high-level results from the 2023 Census were available at the time of preparing this report).

## 2 Context

### 2.1.1 Alcohol in New Zealand – ‘no ordinary commodity’<sup>4</sup>

Alcohol significantly impacts New Zealanders' lives, both positively and negatively. Three-quarters of New Zealanders aged 15 or more (76% or 3.2 million people) consumed at least one drink in the past 12 months in the year ending July 2023<sup>2</sup>.

Positively, responsible alcohol consumption can enhance social gatherings, foster community bonds, and enable people to relax and enjoy ‘time-out’. The alcohol industry also boosts the economy by supporting employment and sponsoring various cultural and sporting events in New Zealand. In 2020, retail sales of alcohol were \$3.61 billion<sup>3</sup>.

However, excessive and inappropriate alcohol consumption is linked to numerous harms, including physical health problems, mental health issues, and social problems such as family dysfunction and domestic violence. Excessive alcohol consumption also contributes to violence, crime, road crashes, and domestic accidents.

The economic impact of these harms is significant, including costs related to healthcare, accident compensation, and law enforcement. A report commissioned by the Ministry of Health estimated the annual cost of alcohol-related harm for the country was \$9.1 billion<sup>4</sup> in 2023, with over half (\$4.8 billion) associated with foetal alcohol spectrum disorder (FASD).

As noted by Babor et al<sup>5</sup>, alcohol is widely available from many outlets, and sales of alcohol are normalised as a commodity like bread or milk. However, given the harms associated with its unsafe consumption, alcohol is ‘no ordinary commodity’.

### 2.1.2 Making a LAP for the District

Under the Act, Council may make a LAP for the district, or parts of the district, stating Council’s expectations regarding licencing the responsible sale and supply of alcohol while minimising alcohol-related harm.

### 2.1.3 Previous LAP development

From 2013 to 2015, Council developed a Provisional LAP. At this time the Provisional LAP could be appealed before the Alcohol Regulatory and Licencing Authority (ARLA) and appeals were lodged by:

- the alcohol industry (who felt the Provisional LAP went too far)
- an individual (the Provisional LAP did not go far enough).

In 2018, due to the large legal costs of defending its position, Council decided to cease developing this LAP.

Under the Act, Council cannot recommence developing the previous Provisional LAP, as consultation with the public on its content occurred more than six years ago, in 2014.

### 2.1.4 Woolworths and Foodstuffs North Island v. Auckland Council 2023

A Provisional LAP developed by Auckland Council from 2010 to 2015 was also challenged by the alcohol industry, and after several appeals, the case (Woolworths and Foodstuffs North Island v. Auckland Council) was heard by the Supreme Court in 2023. The Supreme Court ruled in favour of Auckland Council and refuted arguments made by the alcohol industry against this Provisional LAP. In its judgement the Supreme Court provided guidance to making a LAP, for example:

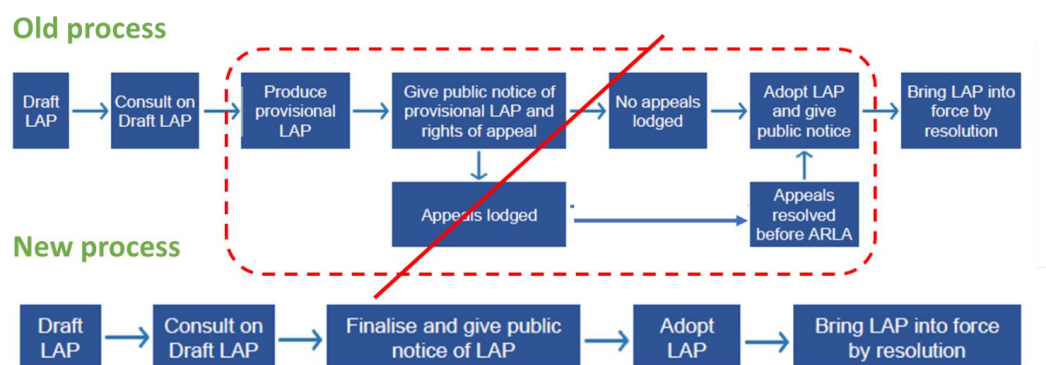
- LAPs can legitimately be based on community preferences – they do not need to be “evidence based”

- a restriction in a LAP may be justified if there is a reasonable likelihood that it will reduce alcohol-related harm
- a local council can take a precautionary approach. If it appears likely a LAP element will reduce alcohol-related harm in its district, “proof” is not required
- the default trading hours for licensed premises stated in the Act can be amended by a LAP to reflect community preference
- when evaluating the nature and extent of the elements in a LAP, an assessment of two factors is required:
  - 1) the reduction in alcohol-related harm likely to result if the element is in place
  - 2) the likely disruption to a) safe and responsible drinking, and b) to those who sell alcohol in a safe and responsible way.

### 2.1.5 Changes to the Act in 2023

In 2023, the Act was amended to make it easier for a local authority to make a LAP, with the need to make a Provisional LAP and the appeals process against this Provisional LAP removed. See the following diagram:

Figure 1: Changes to the LAP development process under the amended Act



When the Act was amended in 2023, measures were also introduced to make it easier for local communities to provide input into a LAP and to influence District Licensing Committee (DLC) decisions, for example:

- allowing “any person” to object to a licence application, rather than just those with a “greater interest” than the general public
- extending the time to make an objection from 15 to 25 days after the public notice of a licence application
- parties can attend hearings remotely
- cross-examination is not allowed (the DLC will test the evidence)
- tikanga may be incorporated into proceedings and evidence may be presented in te reo Māori.

Section 133 of the Act now makes it clear that a LAP applies when renewing a licence – conditions may be imposed to ensure the renewed licence is consistent with the LAP, and renewal may be declined if the licence is inconsistent with the LAP.

## 3 Problem definition

If the Council decides to develop a LAP, the Act requires the Council to have regard to the nature and severity of alcohol-related problems arising in the district.

These problems relate to the harms associated with the inappropriate and excessive consumption of alcohol, such as:

- physical health problems
- mental health issues
- social problems including family/whanau dysfunction and domestic violence
- abusive behaviour, violence, and public disorder
- criminal offences including drink-driving incidents
- road crashes
- domestic accidents
- financial impact on households



- economic impacts, including costs related to healthcare, accident compensation, and law enforcement
- problems and issues specific to licensed premises.

Excessive or inappropriate consumption of alcohol is discussed in section 8.2, while the problems and harms associated with this consumption are discussed in section 9.

## 4 Roles and responsibilities in relation to alcohol-related harm

### 4.1 Council's roles and responsibilities under the Local Government Act 2002

#### Promotion of the Four Wellbeings

Under section 10 of the Local Government Act 2002, the purpose of local government is to “promote the social, economic, environmental, and cultural wellbeing of communities, in the present and for the future”. The table below gives examples of how a LAP could potentially help promote these wellbeings by minimising alcohol-related harm in the district:

*Table 1: How a LAP could promote the four community wellbeings*

Types of community well-being	Examples of how a LAP could promote these wellbeings
Social	<p>Regulating the location of licensed premises can prevent the clustering of alcohol outlets in certain areas, to help prevent alcohol-related crime and disorderly behaviour concentrating in these areas.</p> <p>Limiting the proximity of licensed premises to sensitive facilities like schools, community centres, and healthcare facilities can reduce the exposure of minors, at-risk individuals, and family groups to alcohol outlets.</p> <p>Setting appropriate trading hours can reduce the availability of alcohol during times when risks of excessive consumption and associated harms are heightened, while ensuring alcohol is available at more appropriate times.</p> <p>One-way door restrictions can potentially reduce the risk of intoxication, violence, and disorderly behaviour during late-night hours.</p>
Economic	A LAP may contribute to economic vitality by preventing oversaturation of outlets in certain areas and ensuring current premises can trade profitably.
Environmental	Regulating the concentration of licensed premises and/or putting in place licencing conditions may help mitigate environmental impacts such as noise pollution and littering.
Cultural	A LAP may help protect important cultural places such as schools and marae from the negative effects of proximity to alcohol outlets.

NB. Central government has announced that it may amend the Local Government Act, including the purpose of local government. If this occurs, staff will review all policies and make recommendations to Council to amend accordingly. Central Government has indicated it will provide further information by the end of 2024. Currently there is no Bill before parliament and Council must continue to adhere to existing legislation.

#### Principles relating to local authorities

Section 14(c) of the Local Government Act 2002 states that Council's decisions should take into account:

- the diversity of the community, and the community's interests within its district
- the interests of future as well as current communities.

### 4.2 Roles relating to Te Tiriti o Waitangi

There is no specific reference to Te Tiriti in the Sale and Supply of Alcohol Act 2012. However, the changes to the Act in 2023 include amendments to encourage a greater Māori voice in DLC decisions.

In addition, the Local Government Act 2002 includes requirements for local authorities to take appropriate account of the principles of Te Tiriti. For instance, section 14 (d) states that Council should provide opportunities for Māori to contribute to its decision-making processes. This is particularly relevant given the disproportionate level of alcohol-related harm experienced by Māori in the district (see section 9.2.4).

### 4.3 Roles under the Sale and Supply of Alcohol Act 2012

#### 4.3.1 Object of the Act

The object of the Act stated in section 4(1) is to ensure:

- a) the sale, supply, and consumption of alcohol is undertaken safely and responsibly; and

- b) the harm caused by the excessive or inappropriate consumption of alcohol is minimised.

#### 4.3.2 *Council must implement the Act*

Council must implement the Act alongside the Police and the Medical Officer of Health. Implementation by the Council is through:

##### 1. **The District Licencing Committee (DLC)**

The DLC is a part of Council but is an independent and impartial body, and decisions of the DLC cannot be overturned by the Council. Anyone wanting to sell and supply alcohol to the public in the Far North must apply to the DLC for a licence. Under section 187 of the Act, the DLC considers and decides all applications for licences. If Council adopts a LAP, under sections 105 and 131 the DLC must 'have regard to' the LAP in its decisions to grant new licences or renew existing licences. 'Have regard to' means the Council must consider the LAP provisions in its decisions, but applying these provisions in DLC decisions is not mandatory.

##### 2. **Alcohol Licencing Inspectors**

Under section 197 of the Act, Alcohol Licencing Inspectors are appointed by the Council. These Inspectors are required to act independently. Their functions include:

- a. providing information for the development of a LAP
- b. inquiring into and reporting on all licencing applications
- c. appearing at DLC and ARLA hearings
- d. monitoring licencees' compliance with the Act and taking enforcement action if necessary
- e. working together with the Police and the Medical Officer of Health to monitor licences, enforce licence conditions, and develop and implement strategies to reduce alcohol-related harm.

#### 4.3.3 *Developing a LAP*

It is not mandatory for a Council to develop a LAP.

If Council wishes to have a LAP, under section 78(1) of the Act, it must prepare a draft LAP, having regard to:

- a) the objectives and policies of its District Plan
- b) the number of licences of each kind held for premises in its district, and the location and opening hours of these premises
- c) any areas in which bylaws prohibiting alcohol in public places are in force
- d) the demography of the district's residents
- e) the demography of people who visit the district as tourists or holidaymakers
- f) the overall health indicators of the district's residents
- g) the nature and severity of the alcohol-related problems arising in the district.

#### 4.3.4 *What can a LAP cover?*

Section 77 of the Act states a LAP can only cover licencing matters and may include provisions relating to:

- a) the location of licensed premises with reference to broad areas
- b) proximity to other licensed premises or proximity to facilities of particular kind/s
- c) whether further licences of particular kind/s should be issued in the district or parts of the district
- d) maximum trading hours, which may be more or less restrictive than the national maximum default trading hours. Under the Act, the national default maximum trading hours without a LAP are:
  - o 8am to 4am on the next day for on-licences and club-licences
  - o 7am to 11pm on the same day for off-licences
- e) issuing of licences subject to discretionary conditions
- f) one-way door restrictions.

Conditions attached to special licences (e.g. licences applying to temporary events) cannot include a) and b) above.

#### 4.3.5 *A LAP must be 'reasonable'*

Section 3(2a) of the Act states that the system of control over the sale and supply of alcohol introduced by the Act in 2012 must be reasonable.

The meaning of the term 'reasonable' was discussed by the Supreme Court in the case Woolworths and Foodstuffs North Island v. Auckland Council 2023. The Court said that a licencing restriction in a LAP may be justified if there is a reasonable likelihood that it will reduce alcohol-related harm. However, a restriction may be unreasonable if it is likely to:

- a) have limited efficacy in reducing alcohol-related harm

- b) cause significant disruption/ inconvenience to those who consume alcohol safely and responsibly and/or those who sell alcohol in a safe and responsible way.

#### 4.3.6 Consultation

Council is required to consult with its communities, stakeholders, and the public on the draft LAP. Specifically, Council must consult with the Police, Licensing Inspectors, and the Medical Officer of Health. When consulting with the public, Council must follow the special consultative procedure described in section 83 of the Local Government Act 2002.

#### 4.3.7 Commencing a LAP

The Act sets out a series of steps to commence a LAP involving public notices, communication with licence holders and the DLC, and allowing time for the LAP conditions to come into force before they apply.

#### 4.3.8 Monitoring and enforcing a LAP

Council's Licensing Inspectors are responsible for monitoring compliance with the LAP, while both the Inspectors and the Police are responsible for enforcing its provisions.

#### 4.3.9 Reviewing and amending a LAP

Council may review and amend a LAP to ensure its effectiveness in addressing local alcohol-related issues:

- if the Council decides to change or replace a LAP, it must go through the same process it took to develop the LAP
- Council must review its LAP every six years using the special consultative procedure
- if Council decides to revoke a LAP, it must also follow the special consultative procedure.

### 4.4 Roles relating to the Alcohol Control Bylaw 2018

When producing a draft LAP, section 78(2)(c) of the Act requires Council to have regard to any areas in which bylaws prohibiting alcohol in public places are in force.

The Alcohol Control Bylaw 2018 was made by the Council under section 147 of the Local Government Act 2002. The Bylaw allows the Council to nominate public spaces as Alcohol Control Areas where alcohol bans apply either 24x7 or for other specified times. Currently there are 23 Alcohol Control Areas in the district where alcohol-related crime and disorder has occurred in the past and Council has decided that prohibiting the consumption, bringing in, or possession of alcohol in these Areas is appropriate.

#### The Police enforce the Bylaw

Within the Alcohol Control Areas, Police have the power to:

- search peoples' vehicles, bags, and packages for alcohol
- seize and remove any alcohol
- ask offenders to leave an Alcohol Control Area
- issue infringement notices to offenders with a fine of \$250
- arrest those who commit offences or refuse to comply with police requests.

Enforcement is discretionary, and in general the police will only act to prevent or respond to incidents involving alcohol-related crime and disorder. Someone who is peacefully enjoying a drink in a public place will probably be ignored by the Police.

#### Council's roles relating to the Bylaw

Council's roles include:

- conducting research to understand the level of crime or disorder caused or made worse by alcohol consumption in the district
- by resolution, designating local areas as temporary or permanent Alcohol Control Areas
- erecting and maintaining signs to inform the public of these Areas
- educating the public about the rules applying to the Control Areas, for example through media releases, brochures and posters, and information on the Council website.

#### A LAP can potentially complement the Alcohol Control Bylaw

Potentially a LAP and the Alcohol Control Bylaw can work together to help minimise alcohol-related problems in an area. For example, section 147(1)(b) of the Local Government Act 2002 states that licensed premises are excluded from the Alcohol Control Areas. This means, for example, that bringing in alcohol or consuming alcohol in the carpark of a licensed premise is not covered by the Bylaw but could potentially be covered by a LAP as a

LAP deals with licensed premises. Conversely, consuming this alcohol on a public road outside the licensed premise is covered by the Alcohol Control Bylaw if this occurs in an Alcohol Control Area.

#### 4.5 Roles and responsibilities relating to the District Plan

##### Requirements of the Act

Section 78(1)(a) of the Act requires Council to have regard to the objectives and policies of its District Plan when producing a draft LAP, while section 93 of the Act states that the policies in a LAP may be more restrictive than the District Plan but cannot authorise things that are forbidden by the District Plan.

##### Council is developing a new District Plan

The Council is reviewing its current Operational District Plan (ODP)<sup>6</sup> and a new Proposed District Plan (PDP)<sup>7</sup> has been made public and is going through the process of submissions, hearings and appeals to make it operative. While some provisions of the PDP already apply, it is likely that it will be 2026 or later before all elements of the PDP come into effect.

##### Relevant objectives and policies in the ODP and PDP

Both the ODP and PDP have many specific objectives and policies which could be relevant if Council decides to develop a LAP for the district. A list of some of these objectives and policies is included in Appendix One.

In addition, the ODP and PDP both have broad objectives and policies that are important to recognise such as:

##### Broad objectives

- Giving effect to the rights guaranteed to Māori by Te Tiriti o Waitangi (Treaty of Waitangi) (ODP)
- Te Tiriti o Waitangi partnerships support iwi and hapū to deliver on the social, economic, environmental and cultural wellbeing outcomes for tangata whenua (PDP)
- Encourage opportunities for fulfilment of the community's cultural, social, environmental, and economic wellbeing (PDP)
- A high-earning diverse local economy which is sustainable and resilient to economic downturns (PDP)
- Existing industries and enterprises are supported and continue to prosper under volatile and changing economic conditions (PDP).

##### Broad policies

- That the Council will have regard to relevant provisions of any whanau, hapu or iwi resource management plans, taiāpure plans or mahinga mātaihai plans (ODP)
- That amenity values of existing and newly developed areas be maintained or enhanced (ODP)
- Uphold the character and amenity of each zone by controlling the types of activities and noise levels that are permitted (PDP).

##### Zone-specific objectives and policies

Most objectives and policies in both the ODP and PDP relate to specific Zones, and list activities in these Zones that are permitted, controlled, discretionary, non-complying or prohibited. If a proposed activity such as a new liquor store or licensed restaurant in a particular Zone is a controlled, discretionary or non-complying activity, then a Resource Consent from the Council is required before the activity can proceed.

##### A LAP cannot override restrictions in the District Plan

Under the Act (section 93), a LAP may be more restrictive than the District Plan but cannot authorise things that are forbidden by the District Plan. So, for example, a LAP could say that no licensed premises can be established in the Rural Residential Zone, whereas the District Plan might say this is a discretionary activity in this Zone.

If the Council agrees that a draft LAP should be developed, the draft will be checked to ensure it complies with all relevant objectives and policies in the ODP and PDP.

#### 4.6 Statutory Agency Roles

##### 4.6.1 Ministry of Justice

The Ministry of Justice administers the Act and provides advice to the government on policy relating to alcohol-related offending and crime prevention.

##### 4.6.2 The Police

Functions of the police under the Act include:

- a) providing information for the development of a LAP
- b) enquiring into all applications for licences, manager's certificates, and renewals
- c) monitoring licensed premises' compliance with the Act

- d) reporting to the DLC or ARLA where they oppose an application
- e) applying to ARLA for the variation, suspension, or cancellation of a licence
- f) advising ARLA when a licensee or manager has been convicted of any offences relating to the sale and supply of alcohol
- g) issuing infringement notices
- h) prosecuting breaches of the Act.

Police functions in relation to enforcing the Alcohol Control Bylaw are described in section 4.3 above.

#### 4.6.3 Ministry of Health

Under the Act, the Ministry of Health through the Medical Officer of Health is responsible for:

- a) providing information for the development of a LAP
- b) enquiring into all applications for licences and renewals
- c) making reports to the DLC or ARLA where they oppose an application
- d) applying to the DLC for suspension of an on-licence or a club licence where there is evidence of non-compliance with public health requirements.

## Research Findings

### 5 Demography of residents

#### 5.1 Population statistics

##### Total resident population

In the 2023 Census, there were 71,430 people living in the Far North District. Infometrics<sup>8</sup> estimate the population will increase to 78,530 people by the year 2030, with almost all this growth coming from those aged 65 and over, as the population ages.

##### Population growth in the district was higher than the national average over the last ten years, but is forecast to slow in the next ten years

According to Infometrics, the district's population grew by an average of 2.1% per year from 2013 to 2023, surpassing the national average growth rate of 1.6% per year. However, Infometrics forecasts a slowdown in this growth over the next decade (2023 to 2033), projecting average increases of 0.7% per year, slightly below the national projected growth rate of 0.9% per year.

##### A district of many small towns

The district has over 40 small towns and townships and no cities. These towns are geographically dispersed across the district. From Stats NZ population estimates<sup>9</sup>, the largest towns in 2023 include:

Kerikeri	8,270 residents
Kaitiāia	6,390
Kaikohe	4,980
Moerewa	2,090
Paihia	1,720
Kawakawa	1,670
Ahipara	1,450
Ōpua	1,290
Haruru	1,210

Around half of the population resides in urban settlements such as Kerikeri and Kaitiāia and the rest of the population lives in rural or semi-rural settlements.

##### Population density is relatively low compared with New Zealand as a whole

From the 2018 Census, the district had a population density of 9.8 residents per square kilometre, well below the national total of 18.6 residents per square kilometre.

#### 5.2 Demography

##### Differences from the national population

The following table summarises how the demography of the Far North District differs from New Zealand as a whole. Differences are significant at the 95% confidence level. Charts illustrating these differences are included in Appendix Two.

Table 2: Demographic differences for the Far North District compared with the national population

Demographic variable	Compared with the national population ...	
	Far North residents are <u>less</u> likely to be in these groups	Far North residents are <u>more</u> likely to be in these groups
Age group	Aged 15 to 44	Aged 0 to 14 Aged over 55 years
Ethnicity	European, Asian or Pasifika	Māori (48% identify as Māori, much higher than the national average of 17%)
Highest education level	University qualifications	No educational qualifications School-level 1 to 4 Certificates
Personal income	Over \$50,000 per year	\$50,000 or less per year
Work status	Employed full-time (39% are employed full-time compared with 50% nationally)	Unemployed Not in the labour force
Family types	Couple with children	Sole parents with children (20% cf. 15% nationally) Couples without children (32% cf. 28%)

Source: 2018 Census. Bases: All Far North residents for age, and ethnicity results. Residents aged 15 or more for income, highest education level, and work status results. Residents living in a family for family type results.

**Incomes in the district are 29% lower than nationally**

In the 2018 Census the median annual personal income of the district's residents aged 15 or more was \$22,600 compared with \$31,800 nationally (29% lower). In 2018, only 9% earned over \$70,000 per year.

**The district has an older population than nationally**

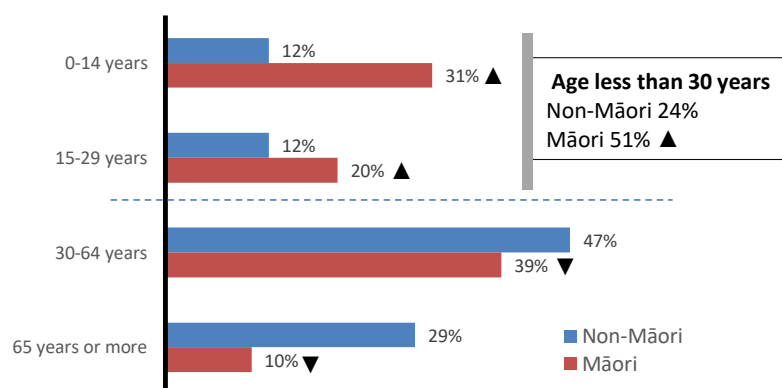
The median age of the resident population in the 2018 Census was 43.2 years, compared with 37.4 years nationally.

**The Māori population has a younger age profile than non-Māori**

Given that adults aged 15 to 29 are particularly at risk from alcohol harms, and children aged 0-14 are a vulnerable group for alcohol-related harms caused by others (such as domestic violence), it is important to note that the resident Māori population of the Far North has a much younger age profile than non-Māori residents.

In the 2018 Census the median age of Māori was 28.6 years compared with 58.6 years for non-Māori. The chart below illustrates the age profile of Māori compared with non-Māori residents:

Figure 2: Age Distribution of Far North Residents – Māori versus non-Māori



**KEY:** ▲ ▼ Māori significantly higher/lower than non-Māori  $p < 0.05$

Base: Far North residents in the 2018 Census

### 5.3 Community deprivation

Deprivation levels for statistical area units are calculated from the following nine variables in 2018 Census data:

Table 3: Variables used to assess deprivation

People aged 18-64 receiving a means tested benefit
People living in households with equivalised income below an income threshold
People with no access to the Internet at home
People aged 18-64 without any qualifications
People aged less than 65 living in a single parent family
People not living in own home
People living in households with equivalised bedroom occupancy threshold
People aged 18-64 who are unemployed
People living in dwellings that are always damp and/or always have mould greater than A4 size

Given the district's population is less well educated than the national population, has lower incomes, has more single parent families, and is less likely to be in the workforce, it is not surprising that there are high levels of deprivation in the Far North.

The percentage of the district's population living in areas with different levels of deprivation is shown in the next table. As the table shows, almost seven out of ten residents (69%) live in areas with the highest rates of deprivation (deciles 9 and 10).

Table 4: Percentage of the Far North population living in areas with each deprivation decile

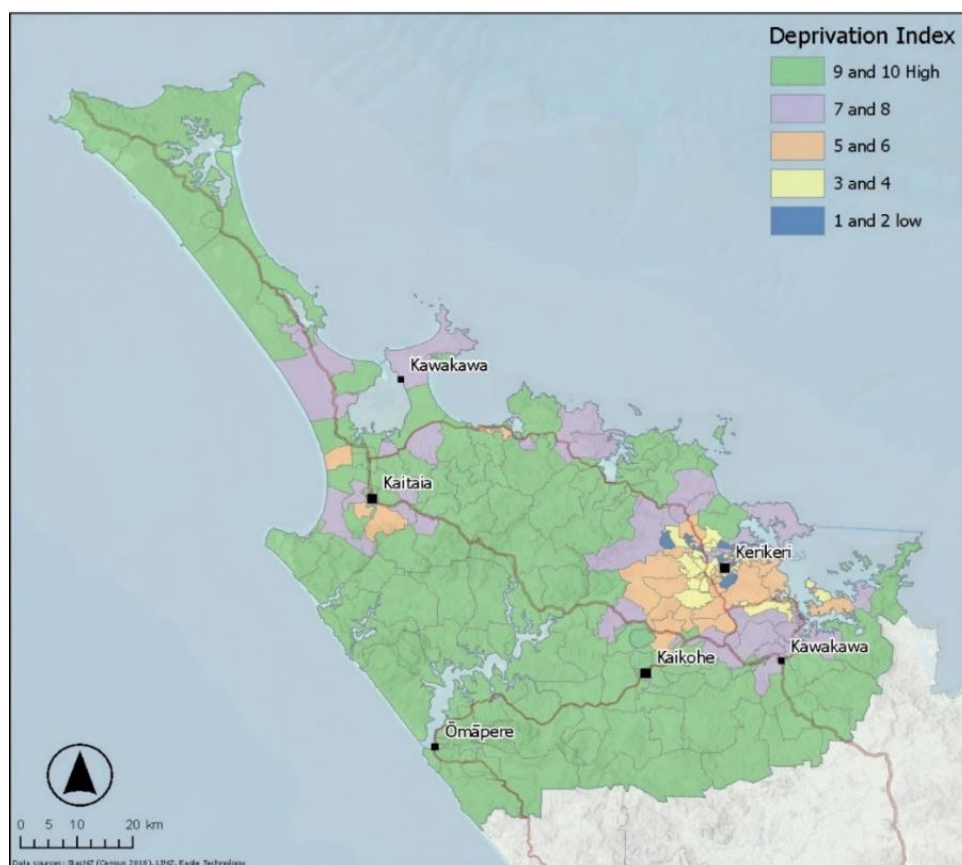
Deprivation decile	%
Deprivation decile 10 (highest level of deprivation)	42%
Decile 9	17%
Decile 8	11%
Decile 7	8%
Decile 6	6%
Decile 5	6%
Decile 4	6%
Decile 3	2%
Decile 2	2%
Decile 1 (least deprived)	1%

69%

Base: usually resident population from the 2018 Census. Total adds to more than 100% due to rounding

Deprivation levels in the district are illustrated in the following map. Deciles 9 and 10 (shown in green on the map) represent the highest levels of deprivation, while deciles 1 and 2 (shown in blue) represent the lowest levels of deprivation.

Figure 3: Far North District deprivation by area, 2018

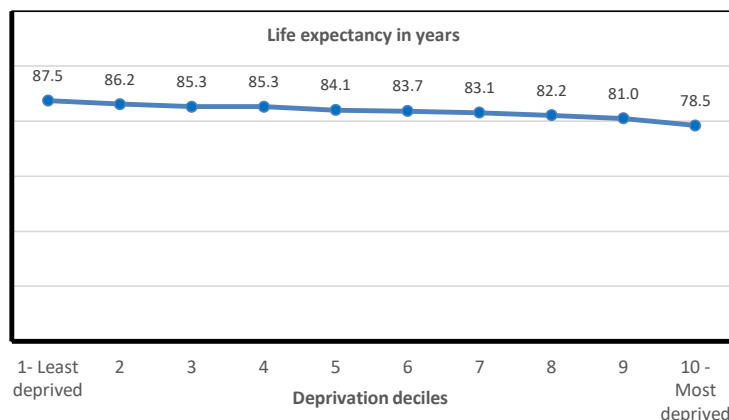


#### Nationally, life expectancy is lower in more deprived areas

As illustrated in the next chart, life expectancy for those living in decile 1 neighbourhoods (least deprived) is 87.5 years, compared with 78.5 years for those living in decile 10 neighbourhoods (most deprived), a difference of 9.0 years.



Figure 4: Deprivation levels and average life expectancy in years, Stats NZ projections 2017-19<sup>10</sup>



**Factors associated with high deprivation can compound the effects of alcohol-related harms**

Some examples include:

- **stress and mental health issues** - deprivation indicators such as unemployment, poverty, housing instability, and limited access to resources can lead to high levels of stress and despair. Alcohol can become a coping mechanism for dealing with these pressures, which in turn can increase the risk of misuse
- **limited access to support services** - barriers like cost, limited access to transportation, or lack of information can prevent individuals from seeking help. Limited access to support can lead to untreated alcohol problems, prolonged harm, and more severe outcomes
- **higher vulnerability to health issues** - people from deprived areas often have poor overall health due to a lack of access to nutritious food, healthcare, and safe living conditions. Excessive alcohol use can compound these health problems, leading to higher rates of alcohol-related diseases, such as liver disease, cardiovascular problems, and mental health disorders
- **family and community impacts** - in deprived areas, alcohol misuse can have a pronounced impact on families and communities. Children growing up in homes where alcohol abuse is prevalent may experience neglect, abuse, or poor educational outcomes. Unsafe consumption of alcohol can also increase crime rates, domestic violence, and social instability, perpetuating deprivation across generations.

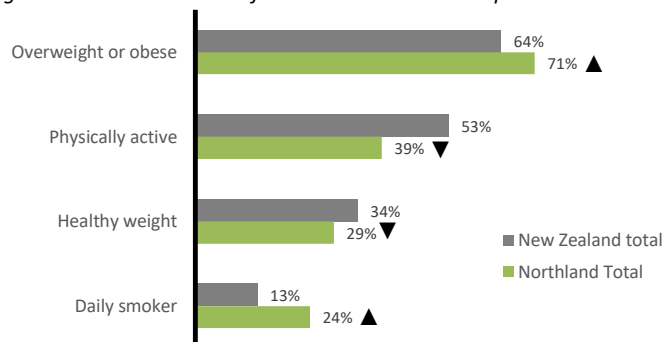
...cont'd

#### 5.4 Health indicators for Northland adults

##### Northland adults have relatively poor health in four areas in the New Zealand Health Survey

The Ministry of Health does not publish health statistics for the Far North District but does publish this data for the Northland Region for the period from 2017 to 2020<sup>11</sup>. As the chart below shows, Northland adults aged 15 or more are significantly more likely than all New Zealand adults to be overweight or obese and to currently use tobacco daily while they are less likely to be physically active and/or a healthy weight. NB. For a wide range of other health indicators Northland results were a little worse than the national results, but these differences were not statistically significant.

Figure 6: Health indicators for Northland adults compared with total New Zealand adults, 2017-2020



KEY: ▲ ▼ Significantly higher/lower than the national total  $p < 0.05$

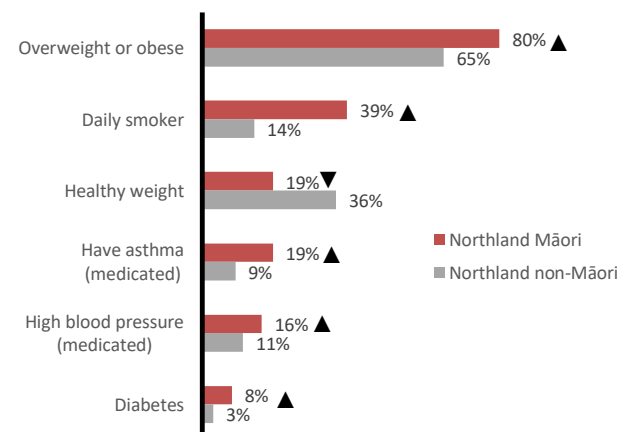
Base: Adults aged 15 or more. Age standardised results - this allows comparison of two groups that have different age structures without the different ages affecting the results

##### On several measures Māori in Northland are not as healthy as non-Māori

From New Zealand Health Survey results from 2017 to 2020<sup>12</sup>, only 36% of Māori in Northland self-reported very good or excellent health compared with 51% of non-Māori adults.

Northland Māori adults aged 15 or more are significantly more likely than non-Māori to report being overweight or obese, to smoke tobacco daily, have asthma, high blood pressure, and diabetes. Māori are less likely to be a healthy weight than non-Māori.

Figure 7: Health indicators for Northland Māori adults compared with non-Māori



KEY: ▲ ▼ Māori significantly higher/lower than non-Māori  $p < 0.05$

Base: Adults aged 15 or more. Age standardised results

## 6 The alcohol industry

### 6.1 Introduction

As stated in the 2010 Law Commission Report, *Alcohol in our Lives: Curbing the Harm*, New Zealand's alcohol industry is a "multi-billion-dollar sector, spanning a wide range of economic activities from growers, who produce the raw inputs... to the wineries, breweries and distillers who manufacture the alcohol; right through to the liquor retailers and the thousands of cafes, restaurants, bars and clubs which make up the hospitality sector"<sup>13</sup>.

Four main groups are involved in the production and sale of alcohol:

- Growers – e.g. vineyards
- Manufacturers – wineries, breweries, and distillers
- Retailers – supermarkets, bottle stores, grocery stores, and online distributors
- Hospitality venues – cafes, restaurants, bars, and clubs etc.

### 6.2 Economic impact

Key economic statistics for the national alcohol industry for the year ending March 2020<sup>14</sup> are as follows:

- Total domestic retail sales - \$3.61 billion dollars (including imports)
- Total exports - \$2.09 billion
- Tax contribution to the government \$1.82 billion (including excise tax)
- Employment numbers – 10,210 direct jobs, 20,913 indirect jobs.

Total annual retail sales in the district are estimated on a pro rata basis as \$54 million in 2020 (i.e. national retail sales of \$3.61 billion x 1.5% - the district's percentage of the total population from the 2018 Census).

The alcohol industry supports both the tourism and hospitality sectors.

### 6.3 Employment by the alcohol industry in the district in 2023

In 2023, the Far North alcohol industry directly employed 168 individuals (130 in pubs, taverns, and bars, 28 in wine and other alcoholic beverage manufacturing, and 10 in brewing)<sup>15</sup>. Additionally, the industry indirectly employed workers in other areas, where alcohol sales only constitute part of business turnover. Examples of these areas include:

- supermarkets and grocery stores 1,420 employees
- the accommodation sector 876 employees
- restaurants and cafés 799 employees.

### 6.4 The industry promotes drinking in moderation

The alcohol industry promotes moderate drinking through initiatives like Lion's "Alcohol & Me"<sup>16</sup> and The Life Education Trust NZ's "Cheers!" website<sup>17</sup>. The industry is also shifting towards producing more low- and no-alcohol products to meet consumer demand for "better for me" beverages with less alcohol, sugar, and carbohydrates<sup>18</sup>. This is a positive move, but to put this in perspective, the availability of very low-strength beers that are not classified as alcoholic beverages (up to 1.15% alcohol) increased by 2 million litres from 2014 to 2023, while in the same period the availability of high-strength beers (with more than 4.35% alcohol) rose by a much larger 71 million litres.

### 6.5 Benefits the alcohol industry brings to the Far North

Positive benefits the alcohol industry provides for the district include:

- support for the local economy through revenue generated and through direct and indirect employment
- on-licence premises are social hubs where people gather to socialise, network, and celebrate special occasions
- licensed restaurants offer patrons the opportunity to consume alcohol with food
- supermarkets, groceries, and bottle stores offer a convenient way to purchase alcohol
- tourists are attracted to:
  - vineyards, breweries, and distilleries for tastings and tours
  - local licensed restaurants to dine and consume alcohol
  - bars and taverns to socialise and enjoy entertainment, etc.
- sponsorship and funding of community groups and events.

## 7 The tourism sector

Section 78 of the Act states that if Council wishes to have a LAP it must prepare a draft LAP, having regard to:

- the demography of the district's residents including people who have holiday homes there
- the demography of people who visit the district as tourists or holidaymakers.

These areas are discussed below.

### 7.1 Tourist and holidaymaker demographics

As a popular holiday destination for both domestic and international visitors, the population of the Far North is boosted by many visitors, particularly over the summer months.

- an estimated 1.6 million visitors visit the district each year, including around 1.2 million domestic visitors (76% of the total) and 0.4 million overseas visitors (24%)<sup>19</sup>
- from MBIE statistics for short-term commercial accommodation<sup>20</sup>, in the year ending March 2024 around 472,000 guests stayed for 1,086,000 guest nights in the district
- domestic visitors are largely from Auckland followed by other areas of Northland, while Australia is the main source of international visitors<sup>21</sup>
- those who own holiday homes are estimated to boost the district's population by around 13,000 to 19,000 people in the summer holiday period<sup>22</sup>
- passengers on cruise ships also boost the population. These cruise ships visit the Bay of Islands on a regular basis from September through to April each year. In the 2023/24 season, 93 ships came to the Bay of Islands, carrying around 158,000 passengers (an average of 1,700 passengers per cruise ship)<sup>23</sup>.

### 7.2 Economic and social impact of tourism

Tourism makes a significant contribution to the Far North economy:

- in the year ending October 2023, visitors to the district spent an estimated \$509 million dollars<sup>24</sup>, including \$77 million on alcohol, food and beverages from retail outlets and \$91 million on food and beverage services. NB. Spending on alcohol specifically is not broken out in these figures
- Infometrics estimated the tourism sector employed 3,092 people in the Far North in the year ending March 2023<sup>25</sup>
- the tourism industry is strongly seasonal – with a large peak of visitors in December and January and a smaller peak in April, coinciding with the Easter holidays<sup>26</sup>
- tourism is concentrated in the Bay of Islands area, with Paihia recognised as the tourist capital of the Far North. As described in section 10.4, half the alcohol licences in the district are concentrated in the Bay of Islands Tourist Zone which is the centre of tourist activity
- reflecting the preponderance of domestic visitors, the main places that visitors stay are at friends' or relatives' houses, followed by motels, rented houses and holiday parks/camps<sup>27</sup>
- visitors and holidaymakers also boost customer numbers at both on-licences and off-licences, especially in the peak summer months.

### 7.3 Contribution of the alcohol industry to the tourism sector

Visitors to the district enjoy a range of tourist attractions where they can consume alcohol, such as:

- winery and brewery tastings, tours and cellar door sales
- festivals and events where alcohol is available
- cruises in the Bay of Islands where alcohol is offered
- visiting historical hotels such as the Duke of Marlborough in Russell, the oldest licensed premise in New Zealand.

## 8 Alcohol consumption

### 8.1 Alcohol available for consumption nationally

Key findings regarding alcohol available for consumption in New Zealand from Stats NZ data<sup>28</sup> include:

- over the 15 years from 2009 to 2023, the volume of alcohol available for consumption in New Zealand has remained relatively steady, with the total volume in 2023 (477 million litres) only 1% higher than in 2009 (471 million litres)
- given the population has increased in this period, pure alcohol consumption per head by those aged 15 or more has decreased from a high of 9.6 litres in 2010 to 8.2 litres in 2023, a 15% decrease
- in 2023, for the 76% of the adult population who did drink in the past year<sup>29</sup> this equates to 10.8 litres of pure alcohol per drinker or 2.2 standard drinks per day. In other words, every drinker over 15 on average

consumes 2.2 standard drinks per day every day of the year e.g. 2.2 cans of beer (330ml, 4% alcohol) or 2.2 glasses of wine (100ml, 12.5% alcohol)

#### **Spirits**

- 97 million litres of spirits were available for consumption in 2023 including 81 million litres of spirit-based drinks such as ready to drink (RTD) spirits:
  - from 2018 to 2023 there was a strong increase in spirits availability (+21.3%) largely driven by spirit-based drinks (+22.7%)
  - RTDs are particularly attractive to young people due to their convenience, and appealing taste. They often come in sweet, fruity flavours that mask the taste of alcohol, making them more appealing to those who may not like the taste of traditional alcoholic beverages. This lowers the barrier for young or inexperienced drinkers to consume alcohol
  - there is strong evidence that the introduction of RTDs into the market increased alcohol consumption markedly among young females aged 14 to 17 years<sup>30</sup>
  - RTDs are pre-mixed, meaning they are easy to consume without the need for mixing drinks or purchasing separate ingredients. They are often sold in single-serve cans or bottles, making them convenient for social occasions, parties, and on-the-go drinking
  - RTDs are typically inexpensive, which makes them accessible to young people who may have limited financial resources. The low cost encourages bulk purchasing, potentially leading to higher consumption
  - RTDs are frequently marketed with colourful, trendy packaging and advertisements emphasising fun, freedom, and social bonding, which resonates with young adults seeking social acceptance and enjoyment
  - the sweet, easy-to-drink nature of RTDs can make it difficult for young people to realise how much alcohol they are consuming. Since RTDs taste more like soft drinks, it's easy to drink large quantities quickly, increasing the risk of binge drinking, alcohol poisoning, and accidents of various types
  - a report on results from the New Zealand Health Survey<sup>31</sup> found that in 2012/13, Māori were 2.1 times more likely to drink RTDs on a typical occasion compared with non-Māori drinkers. Individuals living in the most deprived neighbourhoods were twice as likely to consume RTDs as those living in the least deprived neighbourhoods.

#### **Beer**

- By volume, beer is by far the main alcoholic beverage consumed in New Zealand in 2023 (281 million litres). This is 2.8 times more than wine and 2.9 times more than spirits consumption.
  - overall, the volume of beer available for consumption dropped by 4.1% from 2018 to 2023
  - the availability of high-strength beer (over 4.35% alcohol) increased by 71 million litres over the last 10 years
  - there was 7.7 times the volume of very low alcohol beer (up to 1.15% alcohol) available for consumption in 2023 compared with 2014. Note, this high level of growth is based on relatively low volumes (2.3 million litres available in 2023 compared with 0.3 million litres in 2014, an increase of 2 million litres).

#### **Wine**

- 99 million litres of wine was available for consumption in 2023
  - this is 10 million litres less than in 2018 (-9.2%)
  - other countries are also experiencing falls in wine consumption and research in the UK indicates that this is a generational issue, with older consumers drinking wine more regularly and younger consumers tending to drink wine only on special occasions and in social settings<sup>32</sup>.

### **8.2 Dimensions of alcohol consumption**

There are three main dimensions<sup>33</sup> that differentiate responsible alcohol consumption from excessive and inappropriate consumption:

#### **1) the quantity of alcohol consumed per occasion**

How much people drink in a single occasion, especially when drinking to excess (binge drinking) has physical and mental effects such as reduced coordination and reaction time, impaired judgement, and reduced peripheral and night vision. These effects increase the risk of immediate harms such as accidents, road crashes, acute health trauma, interpersonal violence, injuries, and fatalities.

#### **2) frequency of drinking alcohol**

How frequently people consume alcohol (even relatively small amounts) determines the cumulative effects of alcohol, on peoples' health. For example, daily drinking of even moderate amounts of alcohol per occasion over a

long period of time can lead to chronic diseases such as cirrhosis of the liver, diabetes, and various forms of cancer<sup>34</sup>.

### 3) gender (male vs. female)

In general, after drinking the same amount of alcohol, women tend to have higher blood alcohol levels than men, and the immediate effects of alcohol usually occur more quickly and last longer in women than men. This means women are more susceptible than men to both the short-term and long-term negative effects of alcohol. Pregnant women should never consume alcohol due to the risk of Foetal Alcohol Spectrum Disorder (FASD) (see section 9.3).

### 8.3 Recommended consumption of alcohol

The following diagram from alcohol.org.nz shows recommended consumption levels of alcohol to avoid long-term health risks, risks of injury and risks for pregnant women.

Figure 8: 'Low-risk alcohol consumption recommendations



These levels are the subject of debate. For instance, the World Health Organisation (WHO) says there are no safe levels of alcohol consumption. "We cannot talk about a so-called safe level of alcohol use. It doesn't matter how much you drink – the risk to the drinker's health starts from the first drop of any alcoholic beverage. The only thing that we can say for sure is that the more you drink, the more harmful it is" - Dr Carina Ferreira-Borges, WHO Regional Office for Europe<sup>35</sup>.

### 8.4 Alcohol consumption in Northland

#### Alcohol consumption in the past year in Northland

In 2017-2020, 83% of adults aged 15 or more in Northland consumed alcohol in the past year<sup>36</sup> higher than the national total in the same period (80%). Assuming the same proportion applies in the Far North suggests that 50,000 adults in the district consumed at least some alcohol in the past year.

#### Binge drinking

A quarter (26%) of the adult population in Northland were frequent binge drinkers in 2017-20<sup>37</sup> i.e. consuming at least six standard drinks per occasion at least monthly (estimated 13,800 people in the Far North), while 14% were very frequent weekly binge drinkers (8,400 in the Far North).

The Youth'19 Health Survey 2019<sup>38</sup> found that 22% of secondary school students in New Zealand reported binge drinking in the past month, with similar levels for female and male students (21% and 23% respectively). Binge drinking was more common amongst the following student groups:

- those aged 17 years or over (42%)
- rangatahi Māori (29%)
- 16-year-olds (29%)
- those living in rural areas (24%).

#### Hazardous drinkers

Hazardous drinkers are defined by the AUDIT test, which uses ten questions to assess 1) peoples' alcohol intake, 2) their potential dependence on alcohol, and 3) their experiences of alcohol-related harm. In 2017 to 2020, 22% of adults in Northland were classified as hazardous drinkers. Assuming a similar proportion applies for the Far North, an estimated 13,200 Far North adults aged 15 or more are hazardous drinkers.

### The proportion of hazardous drinkers in Northland increased by 38% from 2011/14 to 2017/20

From New Zealand Health Survey<sup>39</sup> results, the proportion of hazardous drinkers in Northland increased from 16% of those aged 15 or more in 2011-2014 to 22% in 2017-2020 (a 38% increase).

### Demographics of alcohol consumption

The next table shows demographic groups in Northland who were more or less likely to consume alcohol in different ways in 2017 to 2020 from the New Zealand Health Survey<sup>40</sup>. These results are age standardised, so in some cases they are slightly different from the figures stated previously (see the explanation at the bottom of the table)

Table 5: Alcohol consumption in Northland by demographics, 2017 to 2020

Type of alcohol consumption	Percent of total Northland adult population aged 15 plus	Lower incidence ▼	Higher incidence ▲
Consumed alcohol in the past year	83%	Deprivation quintile 5 residents (from the most deprived communities) 79% Aged 65 plus 76%	Aged 45 to 64 88%
Frequent binge drinkers (at least monthly)	26%	Aged 65 plus 21%	Deprivation quintile 4 residents 39% Māori 32% Males 32%
Very frequent binge drinkers (at least weekly)	15%	Females 10% Aged 65 plus 10%	Males 21% Aged 45-64 19% Māori 18%
Hazardous drinkers	25%	Females 18% Aged 65 plus 14%	Males 34% Māori 32% Aged 25 to 44 30%

Base: Adults aged 15 or more

Percentages are age standardised so that different demographic groups that have different age structures can be compared without the different ages affecting the results. This means that the percentages above are slightly different than those mentioned previously. NB. Results for deprivation quintiles 1 and 2 (the least deprived areas) are not included in the table due to small sample sizes in the Survey.

### 8.5 Where alcohol is consumed

#### Most alcohol is consumed off-premises

Nationally in 2018 70% of alcohol was consumed off-premises (e.g. at home or at a party) compared with 59% in 1980<sup>41</sup>.

#### Drinkers consume more per occasion off-premises than on-premises

A study<sup>42</sup> that analysed data from the New Zealand Health Survey 2011 found that drinkers of all types consumed significantly larger quantities of alcohol per occasion at off-premise locations, such as at home or at a party, compared to on-premise locations where excessive alcohol consumption is monitored and not allowed.

#### Pre-loading, side-loading, and post-loading

A concerning aspect of the drinking culture in New Zealand involves pre-loading, post-loading, and side-loading:

- **pre-loading** is where people consume alcohol purchased from bottle stores and supermarkets at home, before going out to bars, taverns, night clubs, or other on-licence venues
- **side-loading** is where patrons leave an on-licensed premise to top up on alcohol purchased more cheaply from an off-licensed premise, before returning to the on-licence to socialise. This may be repeated several times. This is a problem for management of the on-licensed premise because they are unaware of the amount of alcohol consumed by these patrons
- **post-loading** (also known as backloading) refers to drinking alcohol purchased from a bottle store or supermarket that occurs after attending an on-licence venue e.g. on the way home or very commonly in a public place.

Motivations for this behaviour include:

- cost savings – alcohol is much cheaper when purchased from off-licences compared to bars and clubs
- social bonding – individuals drink in familiar, comfortable settings with others before heading out
- pre-loading enables people to get intoxicated before arriving at a venue where their consumption will be monitored

- side-loading means individuals can ‘top-up’ with cheap drinks outside a venue, rather than buying more expensive drinks at the venue itself.

Pre-loading, post-loading, and side-loading are associated with a range of alcohol-related harms such as:

- excessive drinking (getting drunk)
- disorderly anti-social behaviour, aggression, and violence
- unsafe activities such as driving under the influence.

An intercept survey<sup>43</sup> of pedestrians near bars in the Hamilton CBD in 2019 found that:

- 84% had been pre-loading
- pre-loading drinkers mostly purchased alcohol from liquor stores, rather than supermarkets
- 79% purchased alcohol for pre-loading on the same day they consumed it
- pre-loading drinkers had significantly higher breath alcohol content than other drinkers
- 87% of purchases that were made on the same day as consumption occurred took place before 9pm suggesting that earlier closing hours for off-licences would have little impact on this behaviour.

Pre-loading and side-loading is common in the Far North as noted by the owner of a hotel in the district who said: “the problems start at home where people pre-load”. He observed this is driven by the price of alcohol: “[named supermarket] is promoting a Steinlager 15 pack for \$28.99 (or \$1.93 per unit) which is a price lower than bars, restaurants or bottle stores can even purchase it”.

### 8.6 Who influences people to drink alcohol?

The Alcohol Use in New Zealand Survey 2019/20<sup>44</sup> identified who influences alcohol drinkers in Northland to drink less or to drink more. The top three influencers in each case were as follows:

Table 6: Who influences Northland adults to drink more or less?

Influencing people to drink less		Influencing people to drink more	
Partner	16%	Friends	25%
Family/whānau	11%	Partner	17%
Work colleagues	7%	Family/whānau	15%

Base: adults aged 15 or more

## 9 Alcohol-related harms and problems

### 9.1 Introduction

Under the Act, the definition of alcohol-related harm is broad and includes:

- any crime, damage, death, disease, disorderly behaviour, illness, or injury, caused, or contributed to, by the excessive or inappropriate consumption of alcohol
- any harm to society generally or to the community from the above factors.

The following section discusses harms arising from the inappropriate and excessive consumption of alcohol including physical and mental health problems, accidents and injuries, road crashes, injuries and fatalities, drownings, public disorder, crime, domestic violence, and the cost of these harms to society. This section also discusses harms to the community, including threats to the ‘amenity and good order’ of localities<sup>1</sup>, and issues arising from exposure of vulnerable groups to alcohol outlets.

#### Northlanders report more harms to themselves from others’ drinking than from their own drinking

In the Alcohol Use in New Zealand Survey 2019/20, 45% of Northland adults said they had experienced alcohol-related harms in the past year, with 37% from others’ drinking and 26% from their own drinking.

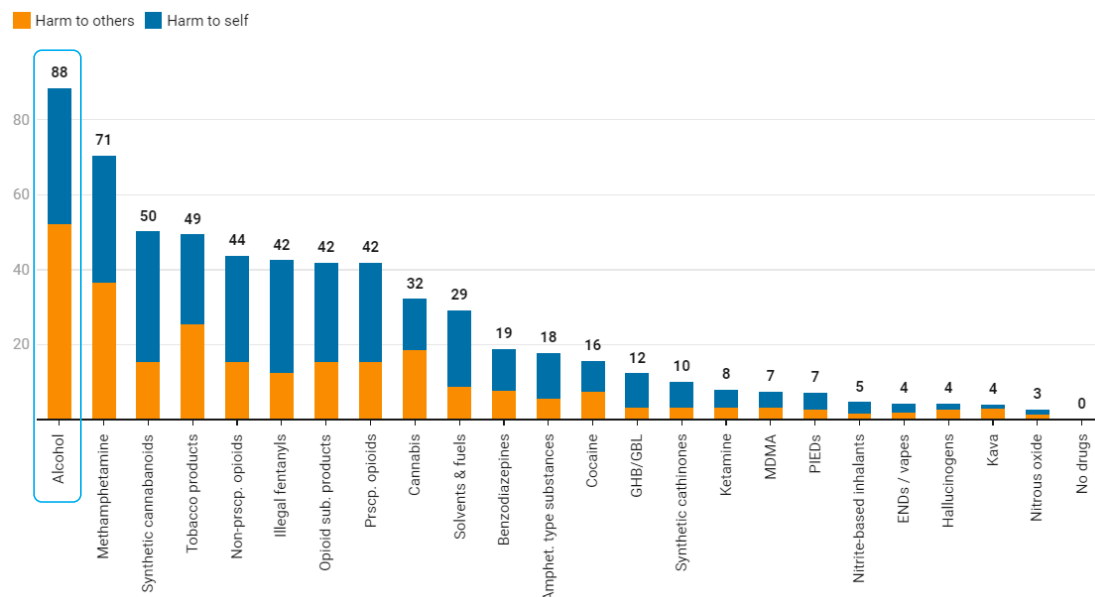
#### Alcohol is the most harmful drug consumed in New Zealand

A 2023 study<sup>45</sup> using a multi-criteria ranking process concluded that alcohol is the most harmful drug in New Zealand, (ahead of both methamphetamine and tobacco). Note the relatively high proportion of ‘harm to others’ calculated for alcohol.

<sup>1</sup> As described in section 106 of the Act, when considering the issue or renewal of licences the DLC or ARLA must have regard to ‘amenity and good order’ including matters such as noise, vandalism, the density of licensed premises in an area, and the purpose of adjoining land.



Figure 9: Ranking the harm of alcohol compared with other drugs in New Zealand



## 9.2 Demographic groups most at risk of alcohol-related harms

### 9.2.1 Children aged less than 15 years

Children are vulnerable to alcohol-related harm caused by others such as injuries of all types. They are vulnerable to exposure to alcohol outlets and associated alcohol advertising which can normalise alcohol consumption in their eyes. In a 2011 New Zealand study, almost one in five persons (17%) who had a heavy drinker in their life reported that their children were negatively affected by this person's drinking (e.g. being verbally abused, witnessing violence)<sup>46</sup>. Children's exposure to violence has been shown to impact brain development. In a longitudinal study, children who had witnessed violence against their mothers scored lower on cognitive measures, with the effects being strongest in those traumatised in the first two years of life<sup>47</sup>.

### 9.2.2 Young adults aged 15 to 24

Alcohol consumption during adolescence and young adulthood can have severe risks and long-lasting negative consequences according to the Ministry of Health<sup>48</sup>, including impairment of brain development, potential damage to other organs, an increased risk of alcohol dependence and addiction later in life, higher chances of engaging in risky behaviours, and experiencing mental health issues. The Ministry strongly advises youth to delay alcohol use until at least the late teenage years and to drink in moderation, if at all. Young adults aged 15 to 24 nationally are more likely than other age-groups to be drivers in fatal road crashes who were affected by alcohol or drugs (see section 9.6).

A large New Zealand study<sup>49</sup> found that most cases of alcohol abuse and dependence were developed in adolescence and young adulthood, with almost 50% developing abuse or dependence by the age of 20 years and 75% by 25 years.

Studies<sup>50</sup> have shown that increased exposure to alcohol advertising leads many adolescents to start to drink earlier and to engage in heavier drinking once they have commenced drinking. As discussed in section 11.7.3, policies in a LAP may help reduce the exposure of young people to alcohol advertising and help avoid these problems.

### 9.2.3 Adults aged 25 to 44

This age-group also have some concerning 'red flags' around their drinking.

From the New Zealand Health Survey (2017 to 2020), Northlanders aged 25 to 44 are more likely than the total adult population to be hazardous drinkers (30% cf. 25% overall). See section 8.4.

NZ Police data for 2023 shows that this age-group was responsible for 50% of all prosecutions in the district where alcohol was a contributing factor.

### 9.2.4 Males

From the New Zealand Health Survey (2017 to 2020), Northland males aged 15 or more were:

- 2.1 times more likely than Northland females of the same age to be very frequent binge drinkers at least weekly in the past year (21% cf. 10%)
- 1.9 times more likely than Northland females to be hazardous drinkers (34% cf. 18%)
- 1.3 times more likely than Northland females to be frequent binge drinkers at least monthly in the past year (32% cf. 25%).

In addition, from NZ Police statistics for the Far North, males were responsible for 78% of prosecutions where alcohol was a contributing factor.

### 9.2.5 Māori

From the New Zealand Health Survey (2017 to 2020), Northland Māori aged 15 or more were more likely than the total adult population to:

- binge drink at least monthly in the past year (32% cf. 26%)
- be hazardous drinkers (32% cf. 25%)

The Health Promotion Agency<sup>51</sup> noted that across New Zealand Māori are more likely to be exposed to risk factors that increase alcohol use and harm such as:

- living in deprived areas with a high density of alcohol outlets
- having an increased risk of hazardous drinking when living near these outlets
- greater exposure to cheap alcohol and advertising, especially among tamariki.

A 2023 New Zealand study<sup>52</sup> identified published evidence that:

- Māori have a 35 percent greater probability than non-Māori of experiencing violence due to another's drinking
- Māori are over-represented in serious traffic crashes involving alcohol and tamariki
- Māori children are more likely to be killed or seriously injured in alcohol crashes than non-Māori children.

#### Māori males

The New Zealand Health Survey results also show that Māori males, are at particular risk from excessive and inappropriate alcohol consumption. See the following table:

Table 7: Alcohol consumption indicators for Northland adults aged 15 or more, 2017-20

Indicator	Total %	Total Māori %	Māori females %	Māori males %
Frequent binge drinkers - at least monthly in the past year	26%	32%	30%	34% ▲
Very frequent binge drinkers - at least weekly in the past year	15%	18%	13%	24% ▲
Hazardous drinkers	25%	32%	27%	38% ▲

Base: Adults aged 15 or more. Results are age standardised

#### Māori females

The Alcohol Use in New Zealand Survey 2019 to 2020<sup>53</sup> recorded that Māori females across New Zealand were more likely to have experienced harm from someone else's drinking (54%) compared with Māori males (42%).

Māori women have a significantly higher prevalence of drinking during pregnancy relative to other ethnic groups, leading to estimates of higher rates of FASD<sup>54</sup>.

#### Tamariki

As noted in section 8.4, the Youth'19 Health Survey conducted in 2019 found that 29% of Māori secondary school students reported binge drinking in the past month, compared with 22% of all secondary school students.

### 9.3 Physical health issues

#### Alcohol is a risk factor for many diseases

Alcohol use has been linked to over 200 health conditions<sup>55</sup> such as liver disease, cardiovascular issues, many types of cancer, stroke, chronic gastritis and pancreatitis, type 2 diabetes, anaemia, and impaired brain development until the early 20s. Drinking any amount of alcohol while pregnant can severely affect the unborn baby.

**The Far North has a very high rate of hospital admissions wholly attributable to alcohol**

Excluding Emergency Department (ED) admissions, the rate of hospital admissions wholly attributable to alcohol in the Far North was 111.7 admissions per 100,000 people per year in the period from 2016 to 2018<sup>56</sup>. This admission rate placed the Far North in 6th place out of 64 territorial authorities in New Zealand that were measured (a relatively poor result).

**The hospital admission rate in the Far North caused by alcohol consumption is higher than 20 years ago**

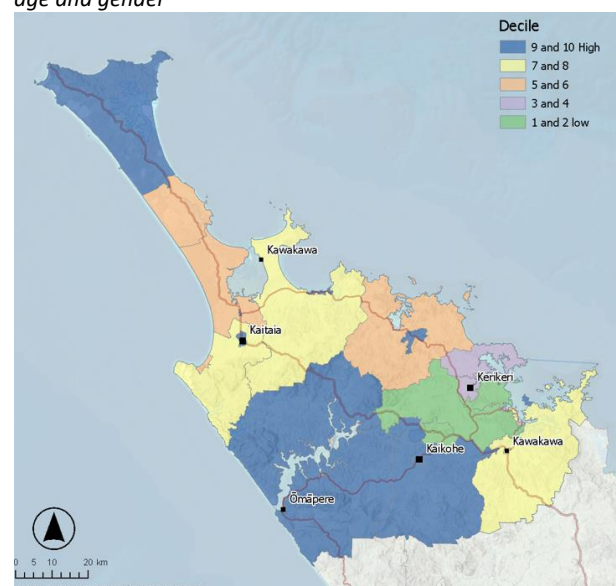
In the period from 2006 to 2008, the Far North was ranked 20th out of 64 territorial authorities with 60.9 hospital admissions wholly attributable to alcohol per 100,000 people per year compared with 111.7 admissions per 100,000 people in 2016 to 2018.

**Mapping Far North District hospital admissions attributable to alcohol**

The Regional Public Health Unit analysed data for hospital admissions wholly or partly attributable to alcohol for the period from 2016 to 2021. The following map shows deciles for these hospital admissions. Deciles are calculated in reference to admission levels across New Zealand. Each decile represents 10% of the national total, so decile 10 represents an area that is in the top 10% of admission rates. Deciles 9 and 10 together represent areas that are in the top 20% of New Zealand hospital admission rates.

The map shows that the highest levels of hospital admissions attributable to alcohol (decile 9 and 10 – shown in blue on the map) were recorded in: North Cape, Awanui, Kaitiāia East, Kaitiāia West, North Hokianga, South Hokianga, Ōmāpere-Ōpononi, Ōkaihau, Ngapuhi-Kaikou, Kaikohe, Moerewa, Kāeo, Taipā Bay-Mangōnui, and Russell.

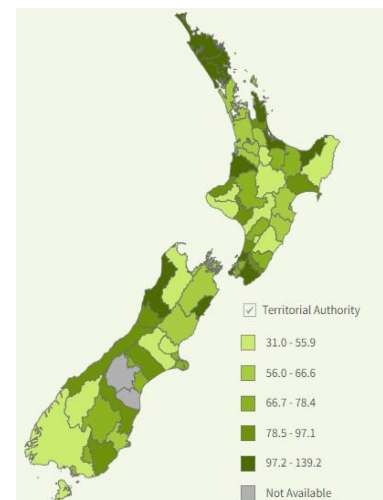
*Figure 11: Far North District hospital admissions wholly or partly attributable to alcohol 2016 to 2021, adjusted for age and gender*



**Nationally, alcohol is the leading cause of death for those aged 15 to 49**

From 2019 statistics, alcohol was the leading cause of death among those aged 15 to 49 in New Zealand<sup>57</sup>. Main associated causes include self-harm and violence, cardiovascular diseases, road crashes, neurological disorders, and use of other substances.

*Figure 10: Hospital admissions wholly attributable to alcohol 2016 to 2018 by territorial authority.*



**The Far North has a 70% higher mortality rate wholly attributable to alcohol than the national average**

In the Far North in the period from 2007 to 2018, 7.8 deaths per 100,000 people per year were wholly attributable to alcohol - 70% higher than the national average (4.6).

**Foetal Alcohol Spectrum Disorders (FASD)**

FASD (Foetal Alcohol Spectrum Disorders) is the term for abnormal development of the foetus due to alcohol consumption during pregnancy. Alcohol can pass directly to the foetus, causing miscarriage, stillbirth, low birth weight, and FASD. Individuals with FASD face challenges in motor skills, physical health, learning, memory, attention, communication, emotional regulation, and social skills. There is no safe amount of alcohol exposure during pregnancy.

According to Alcohol Healthwatch<sup>58</sup>:

- around half of the children and young people in Oranga Tamariki care are affected by FASD
- around 80% of adults with FASD cannot live independently without support
- children and adolescents with FASD have a 95% lifetime likelihood of experiencing mental health issues
- individuals with FASD have a much higher risk of suicidal behaviour than the general population.

A 2023 study<sup>59</sup> found that 27% of New Zealand women consumed alcohol during their pregnancy (often before they are aware they are pregnant). Assuming a similar percentage applies in the Far North, around 230 new-born babies are at risk of FASD each year in the district. In Northland around 200 babies each year are estimated to be born with FASD. Estimates for the Far North are not available.

**Cancers**

Alcohol is classified by the International Agency for Research on Cancer as a Group 1 carcinogen, the highest risk group, which also includes asbestos, radiation, and tobacco. Drinking alcohol raises the risk of developing cancer in 27 different areas of the body, including the mouth, oesophagus, stomach, breast, liver, colon, and rectum.

A 2015 article in the New Zealand Medical Journal<sup>60</sup> noted that:

- cancers account for 30% of all alcohol-attributable premature deaths in New Zealand
  - breast cancer is the leading cause of alcohol-attributable deaths among females in New Zealand.
- More than a third of these breast cancer deaths were associated with consuming less than two standard drinks per day.

**Organ damage**

Long-term or heavy drinking can cause liver and heart disease, as well as inflammation of the pancreas. Almost all heavy drinkers develop fatty liver disease, which is usually reversible if heavy drinking ceases. Persistent heavy drinking can lead to liver inflammation and eventually scarring of the liver (cirrhosis).

**9.4 Mental health disorders****Excessive alcohol consumption is associated with many mental issues**

Alcohol can reduce stress and tension in low doses. However, in higher doses it can create, rather than relieve, stress, and can make people sad, aggressive, and/or prone to mood swings. Mental health disorders associated with excessive alcohol consumption include depression, anxiety, bipolar disorders, psychosis, and suicidal thoughts and behaviours<sup>61</sup>. Mental health issues can fuel alcohol use, and alcohol use can fuel mental health issues.

**Mental effects of having a heavy drinker in one's life**

A New Zealand survey conducted in 2011<sup>62</sup> revealed:

- a third of those with a heavy drinker in their life reported lower levels of well-being, as well as anxiety and depression
- people with greater exposure to heavy drinkers in their life are less satisfied with their life, health, personal relationships, and have lower community connectedness.

**Dementia**

A UK study involving over 300,000 drinkers<sup>63</sup> found that there is no level of alcohol consumption that does not increase the risk of dementia.

**Suicide**

Consumption of alcohol significantly increases the risk of suicide<sup>64</sup>. A study of New Zealand coronial data from 2007 to 2020<sup>65</sup> found that acute alcohol use was involved in 27% of all suicide deaths for those aged 15 or more.

### 9.5 Alcohol-related accidents and injuries

Several types of accidents and injuries are associated with unsafe alcohol consumption:

- **Falls** – a New Zealand study found that consuming three or more standard drinks in the previous six hours increased the risk of a fall-related injury by about 12 times<sup>66</sup>
- **Fire** – alcohol is implicated in fatal fires in association with smoking and unattended cooking. A study conducted in the 1990's in New Zealand<sup>67</sup> found alcohol to be a factor in 70% of fire fatalities among adults aged 17 years and over
- **Occupational injuries** – in New Zealand, in 2003, 20-25% of occupational injuries presented at an emergency department involved intoxicated workers<sup>68</sup>
- **Injuries to children** – New Zealand reports in 2006<sup>69</sup> and 2009<sup>70</sup> found heavy parent/caregiver drinking to be associated with a range of negative outcomes for children and adolescents including drowning, falls, motor vehicle accidents, poisoning, drowning and suffocation.

In 2018, 128,963 ACC claims were attributable to alcohol<sup>71</sup>.

### 9.6 Drink driving and road crashes

#### Consuming even small amounts of alcohol increases the risk of road crashes

The risk of road crashes increases due to slowed reaction times, dulled judgement and vision, fatigue, increased risk-taking behaviour, and not wearing a seatbelt etc.

Fifty milligrams per 100 millilitres of blood is the current legal limit for drivers 20 years or older. At this limit, drivers are still twice as likely to have a crash as a driver with zero blood-alcohol.

#### Nationally young adults are the most at-risk group for fatal road smashes

Ministry of Transport data for fatal crashes shows that those aged 15 to 19 are the most at risk of a fatal crash, followed by the 20 to 29 age group.

#### Younger drivers in fatal road crashes are more likely than older drivers to have consumed alcohol or drugs

Nationally, younger drivers in fatal crashes are relatively more likely to be affected by alcohol/drugs than older drivers, peaking at 50% of those aged 15 to 19, compared with the national average of 30%.

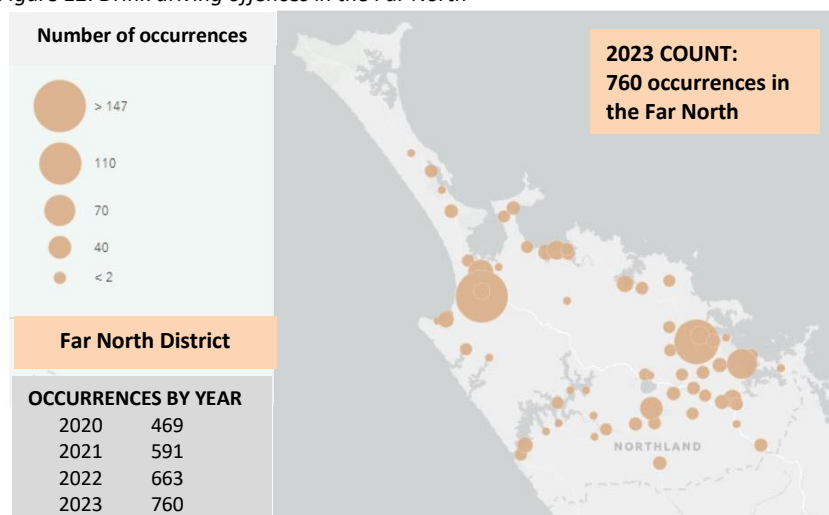
#### Driving under the influence is more common in Northland than nationally

In 2019/20, 28% of adult drinkers aged 15 or older in Northland reported driving after drinking in the past year, compared to the New Zealand average of 22%<sup>72</sup>.

#### Police records of drink-driving in the Far North

In 2023 the Police recorded 760 occurrences of drink driving in the district. The records show that driving under the influence was most common in Kaitiāia (>147 cases), Kerikeri (>110 cases), and Paihia (>70 cases). See the map below that was provided by the Police in response to an Official Information request:

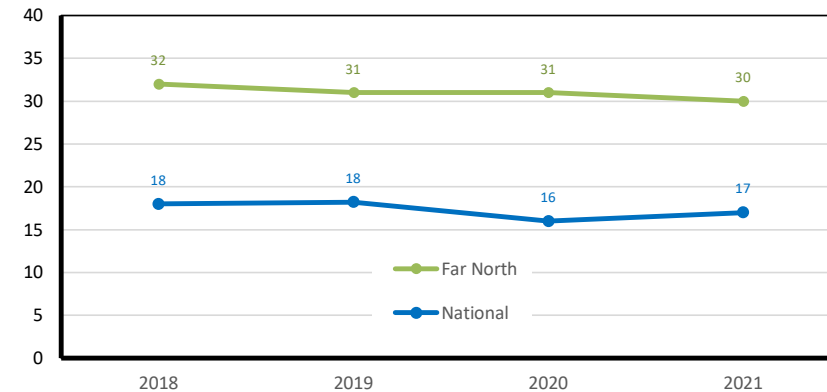
Figure 12: Drink driving offences in the Far North



### The rate of alcohol-related crashes causing injuries is higher in the Far North than nationally

The rate of alcohol-related crashes causing injuries in the Far North declined slightly from 2018 to 2021. However, this rate is 76% higher than for New Zealand overall (30 injury crashes per 10,000 people in 2021 for the Far North compared with 17 nationally).

Figure 13: Alcohol-related crashes causing injuries – crash rate per 10,000 population per year<sup>73</sup>, 2018 to 2021



### Alcohol and drug-related road crashes in the Far North

From 2018 to 2022 in the Far North<sup>74</sup> there were 37 fatal crashes, 35 serious injury crashes, and 159 minor injury crashes where driver alcohol and/or drugs were a contributing factor. In these crashes, 41 people died, 75 people were seriously injured, and 255 people suffered minor injuries.

Considering the 37 fatalities in the district where alcohol or drugs were a contributing factor, toxicology results found that 23 (63%) had alcohol in their bloodstream.

### When alcohol/drug affected crashes occur in the Far North

A LAP may regulate the opening and closing times of licensed premises; hence, the following results are relevant. The table below shows:

- alcohol/drug affected crashes are spread across the week, with Wednesdays (16%), Saturdays (21%) and Sundays (17%) being the main days when crashes occur
- the periods from 4pm to 8pm (28%) and 8pm to midnight (27%) together account for 55% of these crashes.
- by comparison, the period from 4am to midday is relatively 'quiet' for these crashes (12% of the total).

Table 8: Fatal and injury crashes in the district with driver alcohol/drugs as a factor, by time of day and day of week (percent of all crashes, 2018 - 2022)

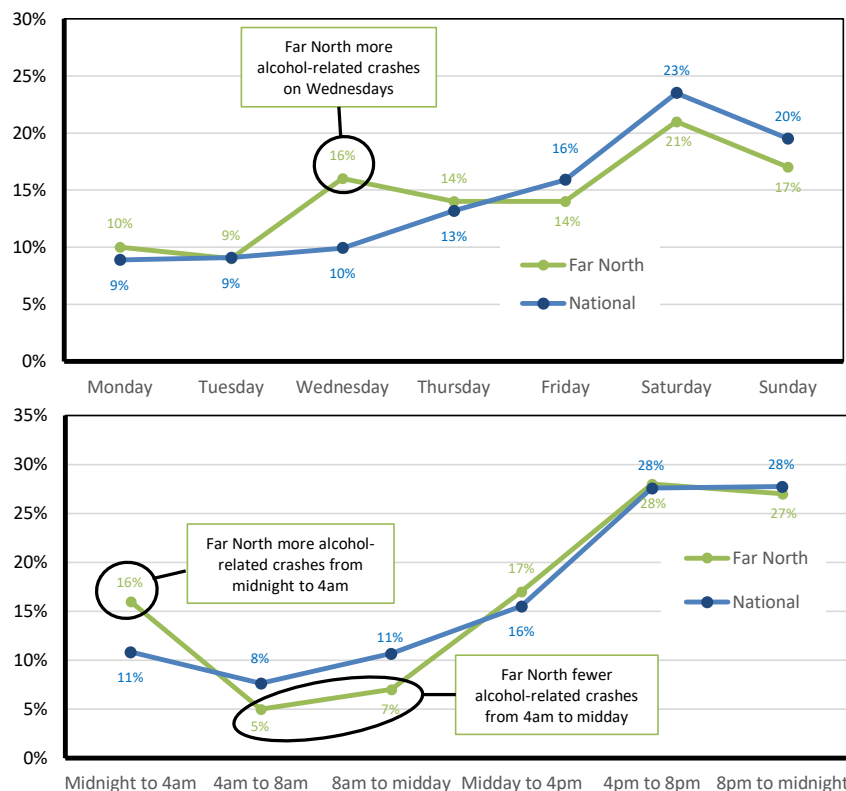
Day of the week	%	Time of day	%
Monday	10%	Midnight to 4am	16%
Tuesday	9%	4am to 8am	5%
Wednesday	16%	8am to midday	7%
Thursday	14%	Midday to 4pm	17%
Friday	14%	4pm to 8pm	28%
Saturday	21%	8pm to midnight	27%
Sunday	17%	Total	100%
Total	100%		

Base: 231 road crashes in the Far North where alcohol or drugs were a factor.

### Timing of road crashes in the Far North compared with nationally

Comparing the timing of alcohol/drug affected crashes in New Zealand for the period from 2020 to 2022 with the timing of these crashes in the Far North for 2018 to 2022 shows the following pattern:

Figure 14: Percent of all alcohol/drug-related fatal and injury crashes by day of the week and time of the day



### 9.7 Water-related accidents and drowning

#### Excessive alcohol consumption near water can:

- decrease survival rates due to higher susceptibility to hypothermia, poor judgment on when to swim to shore, and increased risk of vocal cord spasms
- increase accident and drowning risks due to lack of coordination, disorientation, slower reaction times, impaired judgment, and greater risk-taking.

US research on army personnel<sup>75</sup> found a 10-fold increase in reckless behaviour, such as violating safety rules and swimming in unauthorised areas, when drinking.

#### From 2014 to 2023, 21% of drowning fatalities in the Far North were associated with alcohol

From 2014 to 2023, Water Safety NZ reported 53 drowning deaths in the Far North, with alcohol found to be a contributing factor in 11 cases (21%). This is likely to be under-reported, as toxicology reports from the coroner have not been provided for all drownings.

#### Maritime fatalities in the Far North

From January 2018 to March 2024, Maritime NZ reported 3 fatalities involving marine vessels in the Far North, with alcohol involved in 2 cases and probably involved in the third case.

### 9.8 Disorderly behaviour in public and its impact on the amenity and good order of localities

#### Problems of disorderly behaviour

People drinking to excess in public can cause many problems for the public including:

- being loud and unruly
- vomiting or urinating in public
- intimidating or assaulting others
- damaging property
- littering etc.



### Police records of alcohol-related harm in public spaces in the Far North

In 2023 the Police recorded 1,174 occurrences of alcohol-related harm in public spaces in the district. These incidents were most common in Kaitiāia (>222 cases), Kerikeri (>170 cases), and Paihia (>110 cases).

### Examples of public disorder in the Bay of Islands Tourist Zone

Some comments from objectors to the renewal of an on-licence in Paihia in 2023 illustrate the impacts of alcohol-related disorder encountered by residents and the police:

*“continual trouble with late night drunkenness, noise and fighting and speeding vehicles”*

*“the town [has] been seriously impacted by alcohol related violence, general disorder, noise and unrest”*

*“we’ve been affected by late night music and people noise”*

*“I am cautious to walk down Kings Road even during daylight hours and have been forced off the footpath by drunk men and been verbally threatened”*

*“after the bars close, people would return to their cars and continue partying till 2am or even 4am in the morning knowing that there was no police in the area to move them on. The result would be that the street would be left strewn with rubbish, bottles and cans”*

*“due to the amount of intoxicated people that come out onto the street when all the bars close there is never a night when a fight or disorder does not break out”.*

### Problems affecting the amenity and good order of localities in New Zealand

A recent qualitative study<sup>76</sup> undertaken with residents of a range of New Zealand neighbourhoods where liquor store licences were granted or renewed despite community objections noted multiple issues at the local level:

- people avoiding areas near these liquor stores e.g. shops, parks, streets, and alleys
- parents restricting children’s activities (e.g. not letting children walk to school past these areas)
- visibility of liquor stores near schools and shops where children frequent was felt to normalise alcohol and contribute to underage drinking
- littering of cans and bottles including broken bottles was a significant safety risk
- intimidating behaviour by intoxicated people including fighting, swearing, and shouting
- some residents had been verbally abused, approached or had objects thrown at them
- residents felt the visibility of liquor stores and alcohol in the community also encouraged young people to drink.

This study concluded, “alcohol supply, public drinking and related noise and rubbish consistently reduced amenity (attractiveness) and perceptions of safety in the suburban neighbourhoods”.

### Photographic evidence of alcohol litter in the Far North

Te Whatu Ora (Ngā Tai Ora – Public Health Northland) has taken hundreds of date-stamped and geo-located photographs of alcohol litter around the district. These photos capture discarded alcohol bottles, cans, and cartons as well as graffiti and vandalism close to where this litter was photographed. Some examples are included below:

Public park, Kaitiāia, August 2023



Near the Warehouse, Kaikohe, January 2023





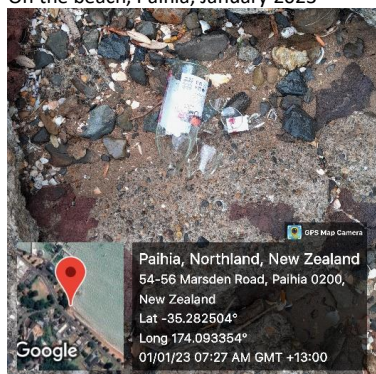
Close to Liquorland and Countdown, Kerikeri, June 2024



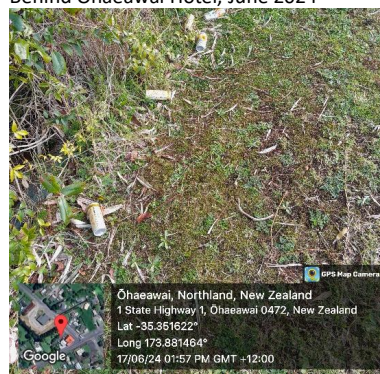
Near The Shed, Kaikohe, October 2023



On the beach, Paihia, January 2023



Behind Ōhaeawai Hotel, June 2024



### 9.9 Alcohol-related prosecutions

In 2023 Police prosecuted a total of 707 offenders in the Far North where alcohol was a contributing factor in the offending<sup>77</sup> (ACF offences). This represents roughly three out of ten (29%) of all prosecutions in 2023.

Main statistical area units where these ACF offences occurred were Kerikeri (99 offences), Kaitiā West (95), Kaitiā East (72), Paihia (56), Kaikohe (42) and Taipa Bay-Mangōnui (32). Over three-quarters of these offences (77%) occurred in public spaces (mainly traffic and vehicle offences such as drink-driving), while 16% were residential offences.

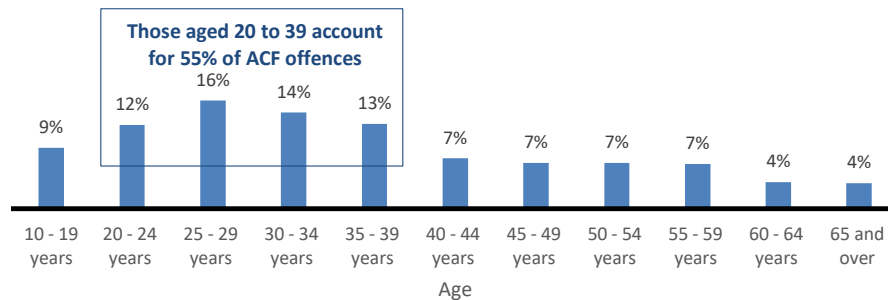
Main types of ACF offences are listed below. The leading type of ACF offence was Traffic and vehicle offences (450 offences), followed by Acts intended to cause injury (101 offences).

Table 9: Main types of ACF offences in the Far North in 2023]

Types of offences	Number of ACF offences
Traffic and vehicle	450
Acts intended to cause injury	101
Dangerous or negligent acts endangering persons	58
Public order offences	29
Property damage and environmental pollution	13
Unlawful entry with intent, burglary, break and enter	12
Abduction, harassment, and other offences against a person	10

Almost eight out of ten (78%) offenders were males and almost seven out of ten (68%) were Māori. The ages of offenders are illustrated below.

Figure 15: Age of ACF offenders in the Far North in 2023



In 2023 the police attended 2,408 incidents in the district where alcohol was a contributing factor. This number includes incidents where an offender was charged as well as other incidents and occurrences e.g. when someone was issued a verbal warning. The next table shows the timing of these incidents. Two-thirds (64%) had start times from 4pm to midnight.

Table 10: Alcohol-related incidents in the Far North attended by the police in 2023 by start time of the incident

Time of day	%
Midnight to 4am	15%
4am to 8am	4%
8am to midday	7%
Midday to 4pm	10%
4pm to 8pm	27%
8pm to midnight	37%
Total	100%

Base: 2,408 incidents attended by the police where alcohol was a contributing factor.

#### 9.10 Alcohol-related violence and aggressive behaviour

##### Association between excessive alcohol consumption and violent behaviour

People who drink to excess have a high probability of becoming aggressive and violent.

##### Prevalence of alcohol-related violence

According to Alcohol Healthwatch, alcohol is involved in one-third of all violence (33%), one-third of all family violence (34%), over half of all sexual assaults (57%) and half of all homicides (50%)<sup>78 79</sup>.

##### Aggression experienced by frontline response staff

Frontline response staff such as police, ambulance officers, Emergency Department (ED) staff and Council's enforcement officers are highly likely to experience violence and aggression. In a 2014 survey<sup>80</sup> of Australasian ED staff, 98% of these staff in Australia and New Zealand reported alcohol-related verbal aggression and 92% reported physical aggression, with 68% experiencing verbal aggression frequently.

##### Family/whānau violence and maltreatment of children

Some key findings about alcohol-related domestic violence include:

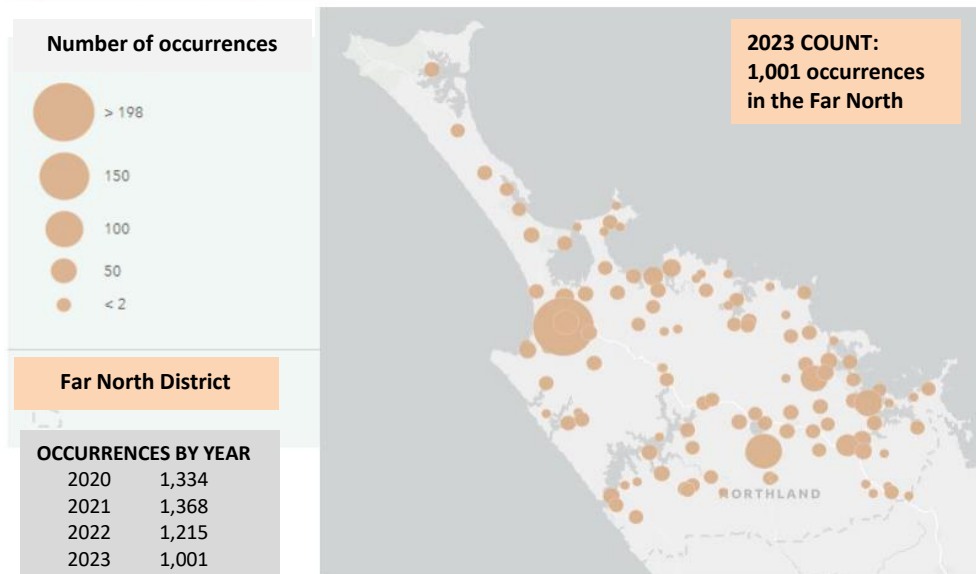
- alcohol is involved in one-third of all family violence incidents in New Zealand (34%)<sup>81</sup>
- responding to family violence accounts for 41% of frontline Police Officers' time<sup>82</sup>. On average, across New Zealand, Police respond to a family violence incident every five minutes
- almost one in five persons (17%) who had a heavy drinker in their life reported that their children were negatively affected by this person's drinking (e.g. being verbally abused, witnessing violence)<sup>83</sup>
- children's exposure to violence has been shown to impact brain development. In a longitudinal study, children who had witnessed violence against their mother scored lower on cognitive measures, with the effects being strongest in those traumatised in the first two years of life<sup>84</sup>
- wāhine Māori are more likely than other demographic groups to experience violence committed by someone under the influence of alcohol<sup>85</sup>.

##### Police records of alcohol-related family/whānau violence in the Far North

1,001 instances of alcohol-related family violence in the Far North were recorded by the Police in 2023. Particular 'hot spots' include Kaitiāia (with over 198 instances) as well as Kaikohe, Kerikeri, and Paihia (all with 50 or more

instances). These incidents take up a large proportion of police time in the district. See the map below provided by the police:

Figure 16: Incidents of alcohol-related domestic harm attended by the Police in the Far North



#### Family/whānau violence - evidence from Whiria Te Muka regarding the Te Hiku area

Information was provided by Whiria Te Muka, a partnership initiative between the New Zealand Police and Te Hiku Iwi Development Trust, which aims to prevent and reduce family/whānau violence, while striving for Mana Tangata for the people of Te Hiku. Whiria Te Muka notes that alcohol is consistently the largest recorded trigger of family/whānau violence reported to the Police in Te Hiku. The table below summarises statistics for family/whānau violence from 2019 to 2023 after investigation by Whiria Te Muka:

Table 11: Family/whānau violence triggered by alcohol in the Te Hiku area

Year	Number of family violence 111 calls to the Police	Number and percent of these incidents triggered by alcohol		Total number of people affected in incidents triggered by alcohol	Number of children aged under 17 affected
2019	1,390	318	23%	794	140
2020	1,632	338	21%	875	166
2021	1,539	354	24%	772	156
2022	1,505	347	23%	739	153
2023	1,376	329	24%	783	178
<b>Total</b>	<b>7,442</b>	<b>1,686</b>	<b>23%</b>	<b>3,963</b>	<b>793</b>
<b>Average per year</b>	<b>1,488</b>	<b>337</b>	<b>23%</b>	<b>793</b>	<b>159</b>

Almost a quarter (23%) of family violence 111 calls to the Police from 2019 to 2023 in Te Hiku were triggered by alcohol, with 3,963 people including 793 children affected by these incidents.

#### Alcohol-related family/whānau violence increases in the Christmas/New Year period

Whiria Te Muka reported that alcohol is even more of a trigger for family violence over the Christmas/New Year period with a reported 30% of all family/whānau violence incidents in this period being triggered by alcohol consumption. The study period was December 2019 to January 2020.

#### 9.11 Financial harm to individuals and households

From the Alcohol Use in New Zealand Survey<sup>86</sup>, 12% of drinkers in Northland in 2019/20 reported feeling worried or stressed about money because of their drinking. From the 2012/13 wave of this Survey<sup>87</sup>, more Māori drinkers reported harms to their financial position due to their drinking, when compared with European/others. Māori drinkers were also found to be twice as likely to be absent from their work because of their drinking.

#### 9.12 Broad social and economic costs of alcohol-related harms

Broad economic and social costs from alcohol-related harm include:

- healthcare costs, including ambulance, Emergency Department, hospital, Addiction Services, counselling, and life-time care for many FASD patients
- social welfare costs
- policing, courts, and prison costs
- costs of mortality from suicides, car crashes, and alcohol-related diseases
- work productivity costs relating to absenteeism, and poor work performance
- unemployment costs
- costs of domestic violence
- accident compensation costs, etc.

A recent report from NZIER estimated the cost of alcohol-related harm for the country was \$9.1 billion<sup>88</sup> in 2023.

By comparison, retail sales of alcohol were \$3.61 billion and excise tax revenue were \$1.82 billion in 2020<sup>89</sup>.

*Figure 17: Costs from alcohol-related harms outweigh revenue*



Cont'd

## 10 Alcohol licences

### 10.1 Types of licences

There are four types of alcohol licences issued by the DLC:

1. **On-licences** – which allow the sale and consumption of alcohol on the licensed premises. These premises include bars, pubs, taverns, restaurants (including BYO), cafés, and similar establishments where alcohol is served and consumed on-site.
2. **Off-licences** – include retail outlets such as liquor stores, supermarkets, and groceries where customers purchase alcohol to consume elsewhere, such as at home. An off-licence is required for the online sale of alcohol and an online provider can distribute alcohol throughout New Zealand
3. **Club licences** – the sale and consumption of alcohol under a club licence is typically restricted to members and their guests. These clubs include sports clubs, social clubs, and similar organisations. Clubs with a 'permanent charter' are not subject to licencing under the Sale and Supply of Alcohol Act 2012 and are not covered by the provisions in a LAP, including trading hours.
4. **Special licences** – allow the sale or supply of alcohol at an event or series of events or to be consumed at another place other than a licensed premise.

A premise may hold more than one type of licence e.g. a winery may serve wine at a restaurant on-premises and sell wine for off-premises consumption (cellar door sales).

### 10.2 Classification of licences by level of risk of alcohol-related harm

Section 5(3) of the Sale and Supply of Alcohol (Fees) Regulations 2013 classifies licensed premises by their level of risk of alcohol-related harm. This classification uses a weighting process involving three factors: 1) the type of premises, 2) their latest trading time, and 3) the number of enforcement actions taken against the licensee.

Examples of the risk weightings by type of premises are listed in the table below:

Table 12: Risk weighting by type of premise

Type of licence	Type of premises	Weighting
Off-licence	Winery cellar doors	2
Club	Class 3 clubs (small clubs with less than 250 members like bowling clubs, golf clubs, bridge clubs, and small RSAs)	2
On-licence	BYO restaurants, theatres, cinemas, winery cellar doors	2
Club licence	Class 2 clubs (medium clubs with 250 to 999 members not operating like a tavern)	5
On-licence	Class 3 restaurants (with no separate bar area)	5
Club	Class 1 clubs (large clubs with 1,000 or more members operating like a tavern)	10
Off-licence	Hotels, taverns	10
On-licence	Class 2 restaurants (with a separate bar but not operating like a tavern), hotels, function centres	10
On-licence	Class 1 restaurants (with a separate bar area, serving alcohol without meals, operating like a tavern), night clubs, taverns, adult premises	15
Off-licence	Supermarkets, grocery stores, bottle stores	15

Lowest risk



Highest risk

If the Council decides to develop a LAP, potentially this classification could help guide policy interventions applying to different types of premises.

### 10.3 Number of licences in the Far North

As of January 2024, there were 263 licences in the Far North issued for 241 premises:

- 127 on-licences (61 restaurants, 29 taverns, 21 hotels, 11 conveyances e.g. marine vessels, 6 other)
- 85 off-licences (20 grocery stores, 15 liquor stores, 13 cellar doors, 11 taverns, 9 hotels, 6 supermarkets, 6 remote licences, 5 other)
- 51 club licences.

In 2023, 134 special licences were issued.

Licence applications are only occasionally refused; for example, 2 licence applications were refused in the year ending June 2023 and none in the year ending June 2022.

**Licence numbers show little change over the last six years, but are 18% lower than in 2008**

Over the six years from 2019 to 2024, licence numbers were fairly constant, as shown in the table below.

However, licence numbers in 2024 (263 licences) are 18% lower than in 2008 (320 licences).

*Table 13: Number of licensed premises in the Far North 2019 to 2024 (with 2008 for comparison)*

Type of licence	2008 (June)	2019 (June)	2020 (June)	2021 (June)	2022 (June)	2023 (June)	2024 (January)
Club	62	53	50	50	49	51	51
Off-licence	99	86	82	83	80	84	85
On-licence	159	131	128	129	122	122	127
<b>Total</b>	<b>320</b>	<b>270</b>	<b>260</b>	<b>262</b>	<b>251</b>	<b>257</b>	<b>263</b>

**10.4 Location of licences in the district**

In January 2024, 40 different towns in the district had alcohol licences, as shown in the table below.

*Table 14: Alcohol licence numbers by location, January 2024*

Paihia	45
Kerikeri	43
Russell	27
Kaitiāia	21
Ōpua	13
Mangōnui	10
Kaikohe	9
Kāeo	7
Kawakawa	7
Taipā	5
Ahipara Matauri Bay Ōkaihau Ōpononi Pukenui Rāwene Waipapa Waitangi	4
Awanui Coopers Beach Houhora Kohukohu Moerewa Ōhaeawai Ōmāpere Waimamaku Waipapakauri Whatuwhiwhi	3
Panguru Tōwai	2
Broadwood Herekino Horeke Karikari Peninsula Ōtaua Ōtiria Pawarenga Te Kao Urupukapuka Island Whangaroa	1

Six towns account for 60% of all licences.

**10.5 Licence density<sup>90</sup> and licencing Zones**

**Licence density in the district**

In January 2024 there was 1 licence for every 219 adults aged 15 or more living in the district, more densely concentrated than the national average of 1 licence per 373 resident adults aged 15 or more.



### Evidence of harms from densely concentrated licensed premises

New Zealand studies show that a higher density of alcohol outlets is associated with increased consumption of alcohol and heightened levels of alcohol-related harms.

A 2008 study by Huckle et al<sup>91</sup> reported that alcohol outlet density was a significant factor in excessive alcohol consumption among teenagers in Auckland.

A 2009 Waikato University study in Manukau City<sup>92</sup> found that:

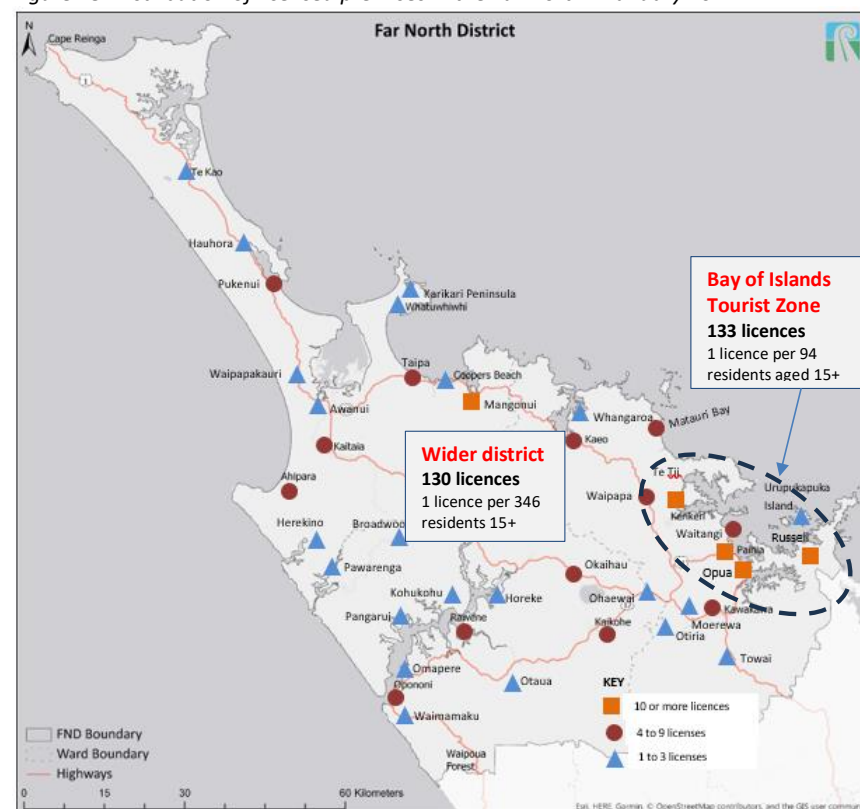
- higher outlet density led to longer trading hours and lower alcohol prices
- this was associated with increased anti-social behaviour, various offenses, and traffic accidents
- each additional off-licence resulted in an extra 60-65 police incidents per year, while an extra club or bar led to an extra 98-101 more incidents.

A 2009 study<sup>93</sup> of alcohol outlets in New Zealand, found a statistically significant association between the density of off-licences, bars and clubs and the prevalence of binge drinking. The authors reported “a 4% increase in binge drinking associated with each extra off-licence within 1km of home”. Another study showed that club licence density in New Zealand is significantly associated with higher levels of violence and a range of alcohol-related offences<sup>94</sup>. Further analysis showed that the level of violence associated with licensed clubs is greater in areas with low populations (e.g. rural areas and small towns)<sup>95</sup> i.e. areas similar to the Far North.

### Distribution of licences in the district

The following map shows the distribution of these licences and identifies two different licencing Zones.

Figure 18: Distribution of licensed premises in the Far North – January 2024



### The Bay of Islands Tourist Zone

As the above map shows, the greatest geographic concentration of licences is in the Bay of Islands Tourist Zone in the towns of Kerikeri, Waipapa, Paihia, Ōpua, Russell, and Urupukapuka Island, with 133 licences for an estimated 12,570 usually resident adults aged 15 or more<sup>96</sup> in 2023. This represents 1 alcohol licence for every 94 residents aged 15 or more, more than double the concentration for the total district (1:219 residents aged 15+).

This Zone is characterised by:

- higher incomes and less social deprivation than other areas in the district
- a relatively low proportion of Māori residents – 21% compared with 46% for the whole district from 2018 Census results
- fewer young people – 30% of residents are aged 0-29 years compared with 37% across the district
- attracting many tourists and holiday makers including those from cruise ships – as noted in the Taitokerau Destination Management Plan<sup>97</sup> “the majority of visitor nights to Northland are in the Bay of Islands driven by the concentration of key attractions in this area”. Given the number of visitors and holidaymakers that visit this Zone, the density of licences per resident is not a good way of assessing whether this Zone is over-saturated with licences (see discussion in section 10.4).

#### The Wider District

By contrast, there are 130 licences in the Wider District for 45,030 adults aged 15 or more in 2023, representing a much sparser concentration (1:346 adults – slightly more concentrated than the national average of 1:373). Here licences are spread across 33 different towns and townships. This Zone has the following characteristics:

- higher social deprivation levels and lower incomes than the Bay of Islands Tourist Zone
- a higher proportion of Māori residents – 55% from the 2018 Census
- a younger age profile – 39% of residents are aged 0-29 years
- much lower tourist and holidaymaker numbers than the Tourist Zone. This suggests that assessing the density of these licences based on the number of licences per resident is more appropriate in this Zone than in the Bay of Islands Tourist Zone.

#### Types of licences in each Zone

As the next table shows, the Bay of Islands Tourist Zone has a relatively high proportion of on-licences, whereas the Wider District has relatively more Clubs and Off-licences.

Table 15: Types of Alcohol Licences by Zone, January 2024

Type of licence	Bay of Islands Tourist Zone		Wider District	
	Number of licences	%	Number of licences	%
Club	11	8%	40	31% ↑
Off-licence	38	29%	47	36% ↑
On-licence	84	63% ↑	43	33%
<b>Total</b>	<b>133</b>	<b>100%</b>	<b>130</b>	<b>100%</b>

#### 10.6 Trading hours

The following charts show the hours that each type of licence is permitted to trade. Note that the hours permitted may not be the actual operating hours of a venue. This is because they may decide to open later/close earlier depending on staffing and seasonal demand, etc. NB. A licence may state different opening/closing times for different days of the week e.g. 9am to 9pm on weekdays and 8am to 1am on weekends. In this case the longer opening hours are counted in these charts.

Cont'd



## Off-licences

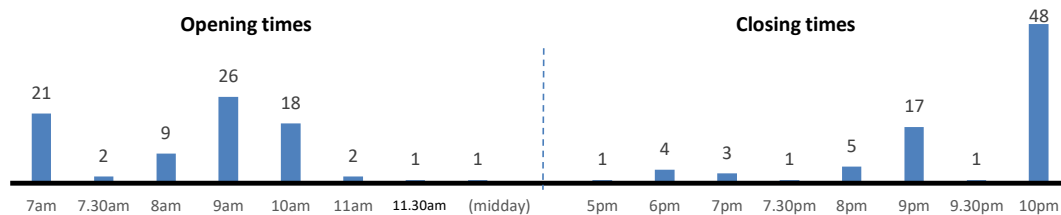
### Default trading hours

In the absence of a Local Alcohol Policy, the Act sets out default maximum trading hours for off-licences of 7am to 11pm on the same day.

### Permitted trading hours stated in licences

The most common permitted opening times for off-licences in the Far North are 7am, 9am and 10am, while the most common closing times are 9pm and 10pm. Note that no licences permit closing times later than 10pm. Excluding five off-licence premises with Remote licences allowing them to sell alcohol online 24x7, the chart shows the range of permitted opening and closing hours for 80 off-licence premises.

Figure 19: Permitted opening and closing times for off-licences



### Actual trading hours

In practice, many off-licence premises open later and close earlier than permitted. For example, for 22 groceries, supermarkets, and liquor stores permitted to stay open till 10pm on Saturdays, their average actual closing time on Saturdays in September 2024 was 8.20pm, with only 2 of these premises (Countdown Kerikeri and Kiwi Liquor Paihia) staying open till 10pm.

## On-licences

### Default trading hours

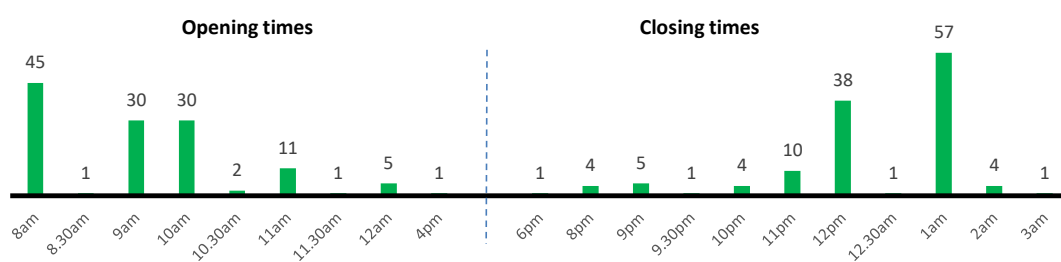
The default maximum trading hours for on-licences set by the Act are 8am to 4am the next day.

### Permitted trading hours stated in licences

The following chart shows the range of permitted opening and closing hours for 126 on-licence premises. NB. One premise was excluded from the analysis (a motel with a licence to operate a mini bar service 24x7).

The most common permitted opening times for on-licences are 8am, 9am and 10am, while the most common closing times are 12pm (midnight) and 1am the next day. Note that only five premises are allowed to close later than 1am, and no premises have closing times of 4am (the latest default closing time stated in the Act).

Figure 20: Permitted opening and closing times for on-licences



### Actual trading hours

Hotels, restaurants etc. permitted to close at 1am or later, either close much earlier or have no fixed closing time. Premises with no fixed closing time typically stay open while patrons are present but stop serving alcohol at their latest permitted trading time for alcohol.

Taverns that are permitted to close at 1am, generally stay open till 1am.

### Club licences

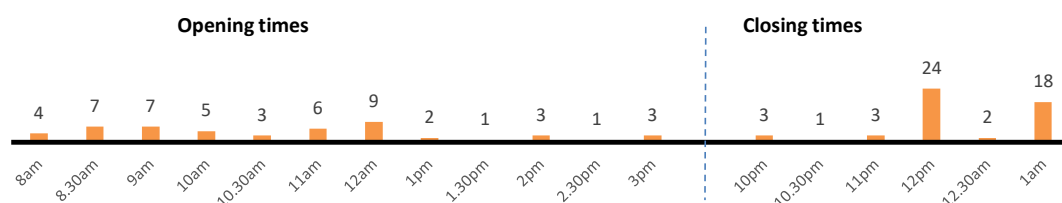
#### Default trading hours

Clubs have the same default maximum trading hours as on-licences i.e. 8am to 4am the next day. The following chart shows the range of opening and closing hours permitted for the 51 clubs in the district.

#### Permitted trading hours stated in licences

Opening times are quite varied with the most common permitted time being 12am (midday). The most common permitted closing times are 12pm (midnight) and 1am (with no clubs permitted to trade after 1am). There is considerable variability in the permitted trading hours.

Figure 21: Permitted opening and closing times for clubs



### Special licences

In general, special licences are issued for evening events from around 5pm until 12pm (midnight) or 1 am.

## 11 Possible elements of a LAP

Section 77 of the Act lists seven elements related to alcohol licencing that may be included in a LAP and these elements are discussed below. This discussion makes no conclusions as to whether these elements should be covered in a LAP for the district. Engagement with the community is required, including a survey investigating local attitudes to these matters, before any recommendations can be made re including these matters in a LAP or not. Rather, this section of the report is intended to provide an overview of what could be covered in a LAP.

### Supply controls

In general, the matters that can be covered in a LAP are supply controls. Babor et al<sup>98</sup> referred to supply controls as follows: *“when alcohol is readily available, consumption and associated problems increase, whereas they decrease when restrictions are placed on availability”*. Supply controls include restricting the hours of trading and/or the location and density of alcohol outlets. Babor et al stated that the evidence internationally suggests that supply controls can be effective in helping reduce alcohol-related problems: *“Research shows that the density of alcohol sales outlets and drinking establishments ... are generally correlated with levels of alcohol-related problems, and restrictions on density and times of sale are therefore likely to be an effective antidote to intoxication, injuries, and violence because they reduce the attractiveness and convenience of heavy drinking”*.

#### 11.1 Location of licensed premises by reference to broad areas

Through a LAP the Council may state policies applying to licensed premises by reference to broad area/s (section 77(1)(a) of the Act). These broad areas are not defined in the Act but could include commercial, special purpose zones, or entertainment areas, etc. In deciding on these broad areas, the Council must have regard to the objectives and policies of the District Plan (section 78(2)(a)).

#### Broad area/s that could be referenced in a LAP

From the above report, possible broad areas that could be referenced in a LAP for the Far North include:

1. District Plan zones
2. areas with high deprivation vs. low deprivation (see section 5.3)
3. licencing zones - the Bay of Islands Tourist Zone vs. the Wider District (see section 10.4)
4. areas where the population includes relatively high proportions of vulnerable groups (see section 9.2)
5. areas with high levels of hospital admissions wholly or partly attributable to alcohol (see section 9.3)
6. areas with a high level of driving under the influence (see section 9.6)
7. areas with high levels of alcohol-related family/whānau violence incidents reported to the Police (see section 9.10).

**Pros and cons of referencing broad area/s within the district in a LAP include:**

Pros	Cons
<p>Policies can be tailored to address specific issues and risks in different areas, potentially leading to more effective interventions</p> <p>Can help address alcohol-related harm in areas with higher vulnerability or deprivation</p> <p>Allows for policies that reflect the unique needs and characteristics of different broad communities</p> <p>Uses available statistics to inform policy</p>	<p>Differing rules could affect businesses unequally, potentially leading to economic disparities between areas</p> <p>Stricter policies in certain areas might be perceived as unfair or discriminatory, especially if they align with socioeconomic or ethnic divides</p> <p>Stricter rules in one area might lead to the public travelling to neighbouring areas with less stringent rules.</p>

**How other local councils have addressed broad areas in their LAPs**

Several LAPs have provisions that restrict licensed premises to particular zones or “broad areas”, with exceptions allowed if a resource consent has been granted or existing use rights exist. These LAPs have generally restricted licensed premises (or categories of licensed premises) to business, commercial zones, or industrial zones. Examples include LAPs in the following areas: Wairarapa, Central Hawke’s Bay, Horowhenua, Matamata-Piako, New Plymouth and Stratford joint LAP, Selwyn, Tasman, Waikato, Waimakariri, Waipā, and Waitomo.

**Local situation**

Any LAP provisions referencing zones in the District Plan would need to reference the District Plan. This is discussed in section 4.4, with examples of District Plan Objectives and Policies included in Appendix One. NB. Under the Act, a LAP can be more restrictive than the District Plan but cannot override District Plan provisions. If Council agrees that a LAP should be developed, investigation of zoning options will require input from the District Plan team.

Possible LAP provisions referencing other broad areas such as areas with high deprivation vs. low deprivation will be considered during LAP development if Council agrees that a LAP should be made.

**11.2 Location of licensed premises by proximity to premises of a particular kind or kinds**

Section 77(1)(b) of the Act states that the Council may include policies in a LAP referencing the location of licensed premises compared with other licensed premises of a particular kind or kinds. Proximity to other premises is an issue that is discussed in section 10.4 relating to the density of licensed premises, with the evidence indicating that proliferation of premises in an area is associated with a range of harms including excessive alcohol consumption and an increased level of criminal offences (including common assault and sexual assaults), anti-social behaviour and traffic accidents. In addition, section 9.8 discusses the potential for alcohol outlets to negatively affect the amenity and good order of neighbourhoods. The level of restrictions applied to various kinds of premises could reflect the level of risk assigned to different types of premises in section 5(3) of the Sale and Supply of Alcohol (Fees) Regulations 2013 (see section 10.2).

**Pros and cons of limiting the location of new premises by proximity to other premises:**

Pros	Cons
<p>Helps manage the density of alcohol outlets, which research has linked to higher levels of alcohol-related harms</p> <p>Will decrease overall alcohol availability in specific areas, potentially leading to reduced consumption and related harms</p> <p>Can help maintain the desired amenity and good order of neighbourhoods by preventing oversaturation of alcohol outlets</p> <p>Will protect established outlets from excessive competition, potentially supporting local businesses</p>	<p>May lead to higher prices due to less competition and potentially increase the financial burden on consumers</p>

### How other local councils have addressed the density of licensed premises in their LAPs

Some councils have included mandatory provisions ensuring that no new off-licences are within a stated distance from another licensed premises. Others have stated that the DLC will “have regard to” the proximity of other licences where relevant.

For example, Waikato District’s LAP contains the following:

- 4.3.2. *No new on-licence for a new tavern, not being located in an area zoned under the Waikato District Plan to allow commercial activities, shall be located within five (5) kilometres of any existing tavern or hotel that holds an on-licence.*
- 5.3.2 *No new off-licence in respect of a bottle store shall be issued for any premises located within one (1) kilometre of the legal site boundary of any existing bottle store, licensed supermarket or grocery store.*

### The local situation

As previously noted, (see section 10.4), while the district has a higher density of licences than New Zealand as a whole, this density varies markedly across the district, with the Bay of Islands Tourist Zone having a higher density and the Wider District having a lower density. Therefore, applying a “one size suits all” policy regarding the density of outlets across the district is probably unreasonable. This is illustrated in the following maps showing the density of licensed premises in two towns, one in the Bay of Islands Tourist Zone and the other in the Wider District:

Figure 22: Licensed premises in a 500-metre radius for two different towns in the Far North



### In summary

There is considerable New Zealand evidence of the harms associated with a higher density of licensed premises (see section 10.4).

For specific licence applications in individual towns, the DLC already considers the density of outlets and the harm this may cause. For example, the Fresh Beer Ltd application in Waipapa for a liquor store on the BP service station site was rejected in 2022, in part because there were four other off-licence outlets already existing within 850 metres of the service station.

A LAP for the Far North could follow the example of other local councils and formally specify how far away new licences must be from licensed premises of a similar type.

### 11.3 Whether further licences should be issued for premises in the district

Section 77(1)(d) of the Act states that a LAP may include policies to address whether further licences (of particular kind or kinds) should be issued for premises in the district (or any part of the district). These policies are similar to limiting the location of licensed premises in proximity to other premises as discussed in the section above. For example, the Council could specify in a LAP that in view of the harms associated with excessive and inappropriate alcohol consumption, no further licences will be issued across the district or in specified towns or broader geographical areas. Alternatively, the Council could set a cap on the total number of licences or apply a sinking lid approach as for Class 4 gaming machines in the *Class 4 Gaming and TAB Venue Policy*<sup>99</sup>. The Council could apply this policy just to one type of licence e.g. to on-licences in general or to particular types of on-licences such as hotels and taverns. Again, any restriction may relate to the level of risk for different types of premises (see section 10.2).

An approach recommended by Alcohol Healthwatch is a district-wide cap on more licensed premises, with a localised sinking lid option for high-risk areas or towns (i.e. those areas that have high numbers of alcohol outlets already and/or large proportions of vulnerable populations such as young people, Māori and low-income households).

#### Pros and cons of limiting the issue of further licences in a LAP

Pros	Cons
Potentially reduces alcohol-related harm by limiting the availability of alcohol	May limit business opportunities and potential job creation in certain areas or across the district
Addresses concerns of communities that are experiencing high levels of alcohol-related harm	May lead to higher prices due to less competition
Can be tailored to specific areas or types of outlets based on local needs, potentially leading to more effective policy interventions	Could make alcohol less accessible for responsible consumers in some areas or across the district
May protect established outlets from excessive competition	

#### How other local councils have addressed limiting the issue of further licences in their LAPs

Some Councils have limited new liquor stores across their whole district. For example, the New Plymouth-Stratford LAP states:

*The maximum number of off-licence bottle stores permitted for each district shall be the number of off-licensed bottle stores at the time this policy is adopted.*

Other Councils such as Hutt City Council and Waikato District Council have put in place limits on off-licence numbers in individual towns or suburbs. e.g. Hutt City has set limits for Hutt Central (11 off-licences), Wainuiomata (six), Naenae (four), Stokes Valley (three), Taitā (three), and Avalon (one).

LAP restrictions by other local councils heavily focus on liquor stores, with a general lack of these restrictions applying to supermarkets and grocery stores. Some LAPs allow new off-licences to be granted in certain cases, namely, if a business is relocating (Horowhenua) or if it can be demonstrated that the business will take active steps to minimise harm (New Plymouth-Stratford).

#### Local situation

Some Far North towns currently have a very high density of licences per resident population. This may be justified in the Bay of Islands Tourist Zone where licensed premises serve both the resident population and the tourist market. However, in small townships that mainly serve the local community limiting the issue of further licences of particular type/s in individual towns via a cap on licence numbers and/or a sinking lid approach could help reduce alcohol-related harms. Such an approach could also benefit existing business by limiting competition. However, it will be up to individual communities to provide their views on such limitations.

#### 11.4 Location of licensed premises by proximity to facilities of a particular kind or kinds

Section 77(1)(c) of the Act states that the Council may include policies in a LAP referencing the proximity of licensed premises to facilities of a particular kind or kinds. These facilities are not defined in the Act. However, other councils have focused on the proximity of licensed premises to 'sensitive facilities' or 'sensitive sites' such as educational facilities, addiction treatment facilities and hospitals, marae, places of worship, and gathering places for families such as playgrounds, parks and reserves and other community facilities.

##### Pros and cons of referencing proximity of licensed premises to 'sensitive sites' in a LAP:

Pros	Cons
Reduces exposure to alcohol marketing and availability for vulnerable groups, particularly youth	May limit business opportunities and potential job creation in certain areas
Shows respect for culturally significant sites such as marae and places of worship	Could make alcohol less accessible for responsible adult consumers in some areas
May reduce the temptation to purchase alcohol by those being treated for alcohol addiction	Rules specifying distances of new outlets from sensitive sites could be impractical to apply in small towns.
May align with community desires to keep certain areas 'alcohol-free' or with few alcohol outlets to preserve or protect good order and local amenity values	

##### How other local councils have addressed proximity to sensitive sites in their LAPs

Other councils have used community consultation to determine local 'sensitive sites', the vulnerability of users of those facilities, and reasonable distances licensed premises should be from these sites. Applying these rules needs to be mindful of existing use rights and typically any restrictions will apply only to new licences.

As of April 2024, 28 local councils out of 41 with LAPs included provisions restricting the proximity of licensed premises to 'sensitive sites':

- all 28 of these LAPs included places catering to children, including educational facilities (primary and secondary schools/kura kaupapa, pre-school/kōhanga reo/early childhood education centres), childcare facilities and Well Child/Tamariki Ora provider centres, as well as playgrounds, parks, carparks, reserves, and recreational facilities
- 12 LAPs included places of worship, religious gathering/assembly and spiritual facilities, including urupa and cemeteries
- 6 LAPs included healthcare facilities such as alcohol and drug treatment centres, hospitals and medical centres
- 5 LAPs included marae.

These LAPs often specify the types of premises that should not be in proximity to these 'sensitive sites' such as hotels, taverns, bars, night-clubs, and bottle stores. In general, restaurants, wineries, supermarkets, grocery stores, and clubs are excluded from these provisions.

Cont'd

### Local situation

Proximity of licensed premises to 'sensitive facilities' varies from town to town. Two examples are provided below:

Figure 23: 'Sensitive facilities' within 500-metres of off-licences



Arguably, The Shed in Kaikohe with its very close proximity to a playground is not in an ideal location. By contrast, Super Liquor in Kaitiāia is close to a church located half a block away, but Super Liquor is not directly visible to the church, so this is probably more acceptable. However, having six early childhood centres and one school within 500 metres of Super Liquor is not ideal.

NB. The two maps above are from a mapping tool being developed by GIS staff at the Council. This tool, or similar, can easily identify and evaluate the location of proposed new licensed premises in relation to 'sensitive sites' within a set radius.

### In summary

There are strong arguments for protecting 'sensitive' sites in a LAP. Deciding to include LAP provisions regarding 'sensitive sites', identifying sites of concern, and determining the content of these provisions will require community input and the advice of key stakeholders (the Police, Medical Officer of Health, and Licensing Inspectors).

### 11.5 Setting maximum trading hours in a LAP

Section 77(1)(e) of the Act allows local authorities to include trading hour policies in a LAP. Instead of the default national maximum trading hours (8 am to 4 am for on-licences and club licences; 7 am to 11 pm for off-licences), trading hours can be set to suit district and community needs (section 45). The trading hours stated in a LAP can be more, or less, restrictive than the default hours in the Act. Trading hours can be set at the community level or apply district-wide. NB. If reduced hours are applied in one geographical area, this may have the perverse effect of encouraging people to drive to another area where the reduced hours do not apply.

Both new and existing licences must follow the hours specified in a LAP, but any changes only take effect three months after the LAP adoption notice (section 90(6)). The DLC or ARLA can set more restrictive hours for a particular licence than those in the Act or a LAP but must have regard to the hours stated in the LAP.

Permitted trading hours do not apply to:

- hotel mini bars (section 46 of the Act)
- remote (online) sales, except for delivery between 11 pm and 6 am (sections 48 and 59) and on Anzac Day morning, Good Friday, Easter Sunday, and Christmas Day



**Strong general evidence that reducing trading hours helps minimise alcohol-related harm**

Babor et al (2023) stated "...there is strong and reasonably consistent evidence from a number of countries that changes to hours or days of trade have significant impacts on the volume of alcohol consumed and on the rates of alcohol-related problems"<sup>100</sup>. The authors point out that restrictions on hours of sale for alcohol usually focus on reducing availability late at night. This can be for off-licence sales where the aim is to reduce convenient purchasing for people already having a drinking session, or for on-licence sales where reductions in late-night problems in entertainment zones are the usual goal.

When 24-hour trading ended in New Zealand in 2012, the reduction in very late-night trading hours was found to be associated with a reduction in weekend assaults resulting in hospital admission (which declined by 11%), with the greatest reduction among 15 to 29-year-olds (18%)<sup>101 102 103</sup>.

**Evidence for setting trading hours for different licence types***Off-licences*

Alcohol Healthwatch considers that reducing trading hours for off-licences is a key strategy for reducing alcohol-related harms. They note that shorter hours can decrease people purchasing more alcohol while already intoxicated or influenced by alcohol<sup>104</sup>.

New Zealand research found that the purchase of alcohol from off-licence premises after 10 pm was approximately twice as likely to be made by heavier drinkers<sup>105</sup>.

Research in Switzerland showed that restricting off-premise alcohol sales after 9pm was associated with a 7% decrease in hospital admissions due to alcohol intoxication among teenagers and young adults<sup>106</sup>. A similar study in Germany found that a ban on off-premise alcohol sales between 10pm and 5am led to a 7% reduction in alcohol-related hospitalizations among adolescents and young adults<sup>107</sup>.

*On-licences*

A systematic review of international studies on trading hours at on-licence premises found that extending trading hours typically led to increases in assaults, unintentional injuries, and drink driving offences. Conversely, restricting trading hours usually resulted in decreases in assaults and hospitalisations<sup>108 109</sup>.

Research in Australia on interventions in the night-time economy in Geelong and Newcastle<sup>110</sup> recommended restricting on-licence trading hours to reduce alcohol-related harm. Subsequent research in Australia<sup>111</sup> found that for every hour a venue is open after midnight, there was a 17% increase in alcohol-related harm in the area including drink driving, assaults, and Emergency Department attendance.

A study in Western Australia<sup>112</sup> that linked drink driver crashes to drivers' last place of drinking found that small extensions of trading hours for licensed hotels significantly increased numbers of drink-driver road crashes.

The Licensing Inspector for the Whakatāne and Kawerau District noted a ruling from ARLA which imposed a 12 pm closing time on a central bar<sup>113</sup>. This had a roll-on effect of earlier closing times across all bars in the CBD. As a result, there was less crime and a significant improvement to the quality of life of the residents in the area.

*Club licences*

No studies were identified on the association between club trading hours and alcohol-related harm in New Zealand.

*Special licences*

The wide variety of events requiring special licences makes it hard to evaluate any associations between the hours of these events and alcohol-related harms. However, as mentioned by Babor et al<sup>114</sup> above, the longer the trading hours, the higher the likelihood of excessive consumption, intoxication, and alcohol-related harms.

*Home-delivery of alcohol*

According to Babor et al<sup>115</sup> there have been no formal studies on the effects that hours of alcohol home deliveries have on alcohol-related harms, although some exploratory work in New Zealand during the first New Zealand COVID-19 pandemic restrictions<sup>116</sup> suggested that late-night deliveries are often linked to high-risk drinking occasions. As the Far North currently does not have delivery providers such as Deliver Easy and Uber Eats, the fast-paced delivery experienced in larger cities such as Auckland - where alcohol can sometimes be delivered within 10 minutes - is not a concern.

Note that, under section 59(1) of the Act, home deliveries cannot be between 11pm and 6am.



**Pros and cons of setting trading hours for licences in a LAP**

Pros	Cons
<p>Restricting late-night trading hours for on-licences can lead to decreases in alcohol-related harms such as injuries, violence, drink driving, and hospital admissions</p> <p>Restricting off-licence closing times <u>may</u> reduce pre-loading and side-loading before going out to bars or clubs. [However, the evidence for this is weak – see section 8.5]</p> <p>Setting hours locally allows for tailoring to specific community needs and characteristics</p> <p>Different hours for different licence types or areas can address specific problems while minimising the impact on responsible drinkers</p> <p>Earlier closing times may reduce policing and healthcare pressures and costs associated with alcohol-related incidents.</p>	<p>Restricted hours may reduce revenue for on-licences such as bars, clubs, and restaurants.</p> <p>Consumers might purchase larger quantities when alcohol is available from off-licences e.g. with the intention of pre-loading/side-loading later</p> <p>Inconvenience for responsible drinkers – later opening times and/or earlier closing times limit options for those who drink responsibly</p> <p>Displacement effect - more restrictive hours in one area may lead to increased travel to areas with later closing times</p>

**How other local councils have addressed maximum trading hours in their LAPs***Off-licences*

As of April 2024, most LAPs have restricted closing hours for off-licences, with only five having the maximum default closing time of 11 pm.

Only seven LAPs (out of 41 LAPs examined in April 2024) have later opening hours for off-licences than the default time in the Act of 8am (typically 9am).

Although studies have found that supermarkets/grocery stores and other off-licences (e.g. bottle stores) cause a similar amount of alcohol-related harm<sup>117</sup>, supermarkets and grocery stores have been treated more leniently in several LAPs. For example, in Napier-Hastings and the Ruapehu district supermarkets and grocery stores may sell alcohol two hours earlier than other off-licence premises (7am vs. 9am).

*On-licences and clubs*

Most local councils with LAPs have imposed shorter on-licence and club trading hours than the default time of 4am in the Act, with closing times usually one or two hours before this. The exception is Dunedin City with a maximum default closing time of 4am for entertainment premises in non-residential areas (but with a 2:30am one-way door restriction). However, almost all LAPs have made no changes to the default opening time of 8am in the Act.

Also, it is common for LAPs to apply reduced closing times where premises are close to residential areas, and these may be mandatory or discretionary conditions for the DLC to impose.

A distinction between premises is also typical, for example, taverns may be permitted later closing hours than restaurants and cafés.

Notably, the Hutt City LAP provides for a probationary period for new on-licence premises in certain locations. New taverns, hotels, nightclubs, and function centres in these areas, must close at 1am for one year, but after this time may extend their licences to 3am closing if they meet all the 'suitability criteria' in section 105 of the Act.

*Club licences*

Nearly all LAPs have restricted closing hours for clubs.

Most LAPs have the default opening time of 8am for clubs, but six permit the earlier time of 7am, with eight including an earlier opening time on Anzac Day (4am, 5am or 6am).

*Special licences*

Many LAPs across New Zealand require hours for special licences to be no greater than the underlying licence.

Most LAPs do not include set hours for special licences in their LAPs and have either not mentioned hours for these licences (11 districts) or have noted that decisions are discretionary or on a case-by-case basis (14 districts). Fourteen LAPs state mandatory maximum hours, with three stating that hours may be set under the general discretionary conditions in the LAP. Three LAPs require that hours are the same as any existing licence

(on-licence or club licence).

#### Local situation

Opening and closing times permitted in licences in the district are analysed in section 10.5. In summary, the most common permitted opening and closing times for licences in the Far North are

- **off-licences:** opening times of 7am, 9am and 10am, with closing times of 9pm and 10pm. Note that no off-licences are permitted to close times later than 10pm
- **on-licences:** opening times of 8am, 9am and 10am, with closing times of 12pm (midnight) and 1am the next day. Note that only five premises are allowed to close later than 1am, and no premises have closing times of 4am (the maximum default closing time stated in the Act)
- **club licences:** opening times are quite varied with the most common permitted time being 12am (midday). The most common permitted closing times are 12pm (midnight) and 1am (with no clubs permitted to trade after 1am). There is considerable variation in permitted club trading hours. Potentially a LAP could suggest similar maximum opening hours for all clubs unless there are extenuating circumstances to increase or decrease these hours.

Unofficial 'default permitted closing times' in the district for on-licences and clubs of 12pm (midnight) or 1am, are 3 to 4 hours earlier than the maximum default time allowed in the Act of 4am. In the absence of a LAP, this has been driven by statutory agencies (Police, Medical Officer of Health and Inspectors) to applications for later closing times – this may be via formal objections to the DLC or through informal conversations with applicants letting them know that the agencies will object to closing times later than 1am. This situation was described by a hotel owner who said *"It's frustrating knowing that a big driver for the 1am closing time in the Bay of Islands is the police roster and lack of night-time cover. The move to 1am closing has affected the Bay of Islands attraction to young people. There are less and less young people coming to the Bay of Islands. If on-licences are three hours earlier closing than the national default, why is the default for off-licences not 8pm?"*

Setting maximum permitted closing times in a LAP should be mindful that actual hours of closing are often earlier than permitted, no doubt reflecting commercial circumstances. For instance, several restaurants are permitted to sell alcohol up to 1am, but actually close at 8pm or 9pm at the latest.

A LAP could allow earlier opening hours for specific clubs (e.g. RSAs) on Anzac Day.

#### 11.6 Including one-way door policies in a LAP

One-way door restrictions impose a condition on a licence that allows patrons to leave places such as bars, taverns, pubs, and nightclubs but not enter or re-enter after a certain time<sup>118</sup>. These restrictions aim to prevent large crowds from exiting licensed premises simultaneously and are intended to minimise the potential for intoxicated patrons to migrate between venues or interact with others, to decrease the likelihood of disorder and crime. Exempt persons include the licensee, staff, family, lodgers and tenants in the premises and their guests.

In 2010, the Law Commission recommended mandatory one-way door policies for all on-licences and club licences open after 2am<sup>119</sup>. While the Act did not adopt this recommendation, it allows for one-way door policies to be included in a LAP under section 77(1)(g). These restrictions can apply to on-licences across the entire district or specific areas, like entertainment precincts. Under section 50 if a LAP contains a one-way door restriction, then the holder of an on-licence or club licence must comply with this provision in the LAP. According to section 90(6), any new or modified one-way door policy in the LAP takes effect three months after the public notice of its adoption.

The DLC or ARLA may also impose a one-way door restriction as a licence condition for a new or renewed on-licence or club licence independently of a LAP.

#### The evidence

The use of these restrictions is mostly found in Australia, Canada, and New Zealand. Some Australian cities and States have implemented one-way door policies for over a decade<sup>120</sup>, and these restrictions were also trialled in some regions in New Zealand, such as central Christchurch (2007)<sup>121</sup>, Dunedin (2008)<sup>122</sup> and Whangārei (2015)<sup>123</sup>.

Research studies in New Zealand and Australia<sup>124 125 126</sup> report mixed results for one-way door restrictions:

- in six areas, these restrictions have led to decreases in assaults both outside and inside licensed premises (with declines of around 10%)
- however, two studies reported an increase in assaults and three studies showed no difference.

**Pros and cons of including one-way door policies in a LAP**

Pros	Cons
<p>Encourages a more gradual exodus from venues, reducing the concentration of people on the streets at closing time</p> <p>Can help staff manage patron numbers and intoxication levels more effectively</p> <p>May lead to decreased overall drinking as it is harder for patrons to venue-hop late at night</p> <p>May be an appropriate approach in the Bay of Islands Tourist Zone which has a reputation for disorderly behaviour by patrons as they exit on-licences and move between venues</p> <p>May be a useful approach for managing large events where special licences are required</p>	<p>May lead to reduced revenue for venues, especially those that typically attract late-night crowds.</p> <p>Restricts freedom of movement and socialising options for responsible drinkers</p> <p>Unlikely to apply in smaller towns and townships in the district with only one on-licence and no opportunity for patrons to venue-hop late at night</p>

**How other local councils have included one-way door restrictions in their LAPs**

*Discretionary conditions*

Over 30 out of 41 LAPs studied in April 2024 have included one-way door provisions as discretionary conditions that are up to the DLC or ARLA to apply for particular licences. These conditions mainly apply to on-licences and special licences, while around half also apply to clubs. The New Plymouth/Stratford LAP has a typical provision: *“One way door restrictions are not a mandatory requirement for on-licences, but may be imposed on a licence, as the District Licencing Committee requires”*.

*Mandatory restrictions*

In April 2024, seven LAPs (covering 12 local council areas) have mandatory one-way door policies.

*Timing and geographical restrictions*

Typically, these restrictions come into effect one hour before closing. Mostly these restrictions apply every day of the week. In most cases these restrictions cover on-licences and clubs across the whole district.

**Local situation**

Feedback from a range of sources indicates the following:

- in the Bay of Islands Tourist Zone, crowds of unruly patrons leaving on-licences can be an issue (especially in Paihia) and one-way door restrictions may have a part to play, and, subject to community feedback, could be mandatory in this Zone
- in the Wider District, there is little need for ‘crowd control’ of people leaving pubs and bars, as they typically go home or go to a party when the pub closes
- one-way door restrictions are likely to help manage people leaving large special events where alcohol is available
- having discretionary conditions that are up to the DLC to impose may work well in the district.

**11.7 Issuing licences subject to discretionary conditions**

Under section 77(1)(f) of the Act, Council can include suggested discretionary conditions in a LAP and the DLC and ARLA must have regard to these suggested conditions in their licencing decisions. The Act does not specify what these conditions may cover. Matters that could be included as discretionary conditions in a LAP are described below. Other matters could arise from community feedback if Council decides that a LAP should be developed.

**11.7.1 Banning single-unit sales**

**The evidence**

Studies show that alcohol-related harm increases where alcohol is easily accessible, and this includes where impulsive alcohol purchases are encouraged, and where the price is affordable<sup>127</sup>.

Purchasing single cans or bottles of beer, cider or RTDs (single sales) is more affordable than the cost of a pack<sup>128</sup>. This practice is likely to be favoured by:

- those who are looking to consume alcohol immediately (typically in public)
- adolescents or young adults with low incomes
- heavy drinkers
- those who are dependent on alcohol.

Research in the USA investigated the association between single sales and alcohol-related violence and crime<sup>129</sup>, and found that interventions to reduce single sales reduced rates of alcohol-related ambulance attendances among 15 to 24-year-olds<sup>130</sup>.

Restrictions on single sales can also assist compliance with alcohol control bylaws applying to drinking in public places.

Some off-licence retailers have argued that single sales should be allowed to recover the cost of broken packages, and that such sales meet the needs of those wishing to purchase minimum quantities such as visitors and tourists.

#### Pros and cons of restricting single sales in a LAP

Pros	Cons
May discourage impulse purchases and excessive consumption, particularly among price-sensitive consumers and those dependent on alcohol May reduce pre-loading and side-loading behaviour (see section 8.5) Could help reduce easy access to alcohol for youth Could potentially reduce alcohol-related harm, especially in areas with high levels of public drinking or alcohol-related issues.	May reduce sales and profitability for some alcohol outlets, particularly smaller stores. Could inconvenience responsible drinkers (including visitors staying in the district) who prefer to purchase single units Potential for unintended consequences - might lead to consumers purchasing larger quantities than they initially intended (a tourist buying a six-pack rather than a single unit).

#### How other local councils have addressed single sales

Several LAPs include discretionary conditions that the DLC may impose to restrict single sales. For example:

- (i) Gore District Council's LAP prohibits "*single sales of beer or ready to drink spirits (RTDs) in bottles, cans, or containers of less than 440mls in volume except for craft beer and shots or pre-mixed shots*"
- (ii) Whanganui District Council's LAP includes a discretionary condition for off-licences: "*The licensee must not break down the retail packaging of packages containing less than 445ml units of beer, cider or RTDs for sale from the licensed premises, except where the retail packaging of those alcohol products has been accidentally damaged and in which case the licensee may re-package those alcohol products for sale in packages containing no less than 4 units*".

#### Local situation

Single serve sales of products other than craft beer do occur in the Far North, as witnessed in the photo on this page and referred to in the application for the renewal of the licence for a liquor store in Kaikohe. In the latter case, the DLC imposed a condition forbidding single-unit sales.



Source: Local bottle store

Banning single-unit sales of products normally sold in a 4-packs or 6-packs may be appropriate, subject to community feedback.

#### 11.7.2 Buy Now Pay Later

##### The evidence

Buy Now Pay Later (BNPL) schemes (also called 'Afterpay' or 'Laybuy' or similar) are a type of short-term financing that allows consumers to make purchases and pay for them at a future date. BNPL is heavily promoted and generally less regulated compared to other financing options. It has been criticized for encouraging impulse shopping and debt by those using the scheme<sup>131</sup>. The availability of alcohol products on BNPL platforms (including online alcohol delivery) has been of particular concern, as it may enable alcohol purchases and/or trigger the desire to purchase more alcohol than planned.

Some New Zealand communities have strongly opposed BNPL schemes. For instance, in Panmure in 2022, public opposition forced the local Bottle-O store to cease offering AfterPay.

#### Pros and cons of restricting BNPL schemes

Pros	Cons
<p>Restricting BNPL schemes for alcohol could reduce impulse purchases and potentially excessive consumption</p> <p>Could help prevent individuals from accumulating debt due to alcohol purchases, particularly important for vulnerable groups including young adults and those from more deprived communities</p> <p>May contribute to reducing alcohol-related harm by limiting easy access to larger quantities of alcohol than people can immediately afford</p> <p>Supports the principle of responsible alcohol service by discouraging overconsumption facilitated by credit.</p>	<p>Could potentially reduce sales for alcohol retailers, especially for more expensive products or large orders</p> <p>Might be seen as an infringement on consumer freedom for responsible purchasers needing to make a large purchase of alcohol e.g. for an unplanned event.</p>

#### How other local councils have addressed BNPL

Waikato District Council's Provisional LAP 2022 includes a discretionary condition that its DLC may consider "whether 'buy now pay later' is an inappropriate method of payment for the sale and supply of alcohol purchased either remotely or on premises."

#### Local situation

BNPL is not commonly available for alcohol purchases in the Far North. However, a LAP could include a policy statement from the Council that BNPL should not be available for purchases from off-licences including online sales.

#### 11.7.3 Signage/advertising

As the Law Commission observed in 2010<sup>132</sup>, large obtrusive alcohol price advertisements and product branding on shop fronts, adjoining walls and sandwich boards is due in part to the pressure to compete with other bottle stores in a local community. The Law Commission further noted that the pervasiveness of alcohol signs and advertising at bottle stores is likely to have a negative impact on community well-being and can significantly lower the aesthetic value of an area, which in turn has flow-on effects for the community through reduced amenity values and community welfare.

There are few provisions in the Act to protect communities from the effects of exposure to alcohol advertising outside licensed premises. Section 237 (irresponsible promotion) does not address the volume of advertising found on the exterior of licensed premises, and the self-regulatory system for alcohol advertising administered by the Advertising Standards Authority does little to address exposure.

#### The evidence

Alcohol marketing has been established as a cause for youth to start drinking alcohol and to drink heavily once they start<sup>133</sup>. Children and youth are exposed to alcohol marketing via a variety of means<sup>134</sup>, such as storefront posters and promotions. In New Zealand, there is evidence that alcohol advertising is prevalent in urban settings, with tamariki Māori children disproportionately exposed<sup>135 136</sup>.

In New Zealand, outside of supermarkets, children are exposed to alcohol marketing via a range of different media on average 4.5 times per day<sup>137</sup>.

After reviewing thirteen longitudinal studies that reported on 38,000 young people, Anderson et al<sup>138</sup> found consistent evidence to link alcohol advertising with earlier uptake of drinking among youth and increased consumption once young people start drinking.

Research also shows that heavy or problem drinkers can be more responsive to alcohol advertising and imagery, placing them at risk of triggering relapse and the continuation of alcohol dependence<sup>139 140</sup>.

DLCs around New Zealand have imposed conditions on a case-by-case basis. They have, for example, restricted signage to the store name and logo<sup>141</sup> or limited the area permitted for advertising alcohol-based products to 25% of the exterior of the premises<sup>142</sup>, and stated that outside premises there will be no bright colours, flags,

sandwich boards, and specific product or price specials displayed. These conditions may be linked to protecting 'sensitive sites' (see section 11.4) – for example, limitations on signage or advertising may be more stringent for premises that are close to educational facilities.

#### Pros and cons of restricting off-licence advertising and signage in a LAP

Pros	Cons
<p>Will decrease overall exposure to alcohol advertising, especially for vulnerable groups like youth and those struggling with alcohol dependence</p> <p>Less visible advertising may lead to reduced impulse purchases and overall consumption</p> <p>Limits the normalisation of alcohol as just another commodity</p> <p>Avoiding exposure of 'sensitive sites' (e.g. schools) to excessive alcohol advertising and signage</p> <p>Improved community aesthetics and amenity values</p> <p>Alignment with public health goals – to reduce alcohol-related harm by limiting promotional activities</p> <p>May discourage harmful price wars between retailers – harmful for the businesses concerned and for the public being exposed to cheap alcohol offers.</p>	<p>Could potentially reduce sales and profitability of off-licence outlets</p> <p>May limit consumers' ability to make informed choices about prices and available products</p> <p>Retailers may switch their marketing efforts to other channels e.g., direct mail and online, including social media promotion.</p>

#### How other local councils have addressed signage/advertising

As of April 2024, most of the 41 LAPs in New Zealand have included conditions to address the harm from outdoor signage and advertising. Auckland Council has also issued a Practice Note<sup>143</sup> with examples of what is/is not acceptable external advertising outside or on the façade of off-licensed premises. Typically in LAPs, a discretionary condition is included that no more than 30% of the exterior of the premises shall be permitted to have alcohol marketing and signs, and at least 50% of the store front glazing should be transparent. The reason for this latter stipulation relates to Crime Prevention through Environmental Design (CPTED) principles, as the following guidance from the Health Promotion Agency (now part of Health NZ | Te Whatu Ora)<sup>144</sup> states: *"Reduce the number of advertising signs on windows and keep windows clear of shelving and displays to increase visibility. While you may get paid to have advertising on your windows, you must balance this with the need to keep your store safe and reduce the community's exposure to alcohol advertising and its negative impacts on the amenity and good order of the locality"*.

#### Local situation

Many liquor stores in the Far North have large outdoor signs advertising alcohol and featuring price promotions.

The District Plan includes provisions relating to signs which must be observed by businesses. If the Council decides that a LAP should be developed, outdoor advertising by off-licences will be the subject of community consultation to understand how acceptable this is for the community. This could lead to discretionary policies in the LAP that may or may not be more restrictive than in the District Plan.



Local bottle store

#### 11.7.4 Noise control

##### Introduction

Noise from licensed premises, such as bars, restaurants, and nightclubs, can be a significant issue affecting communities, especially residential areas late at night. This noise stems from amplified music and entertainment, patrons entering and leaving venues, loud conversations in outdoor areas such as beer gardens or smoking areas, late-night operations, and increased traffic.

This noise can disrupt residents' sleep, reduce their quality of life, and lead to health problems.



Section 106(1) of the Act specifically mentions the effects of current, and possible future, noise levels on the amenity and good order of locations as a factor that DLCs should consider when issuing or renewing a licence. This issue should be considered by the DLC if the amenity and good order of a locality would likely be reduced by more than a minor extent by this noise.

#### The evidence

European research<sup>145</sup> indicates that chronic night-time noise exposure can lead to serious health issues and degrade quality of life. Studies show a correlation between noise pollution and various health problems, such as cardiovascular diseases and mental health disorders.

In New Zealand, the Ministry for the Environment refers to the economic impact of noise pollution including healthcare costs and the potential decline in property values in affected areas<sup>146</sup>.

#### Addressing noise control issues via the RMA

The Resource Management Act 1991 (RMA) is the principal legislation governing the management of noise. Under the RMA, Far North District Council includes rules for controlling noise in the District Plan and a licensed premise may require a resource consent to comply with these rules including having noise reduction measures in place. The Council's Monitoring team monitors noise complaints and may issue abatement notices requiring the noise to be reduced.

#### Addressing noise control issues in a LAP

While discretionary noise control policies can be directly included in a LAP, other policies may indirectly help reduce noise, such as:

- Reducing the trading hours of premises, especially those close to residential areas
- Reducing the operating hours for outdoor drinking areas such as beer gardens
- Introducing one-way door policies to reduce noise from patrons leaving premises all at once.

More specific policy interventions may include:

- Requiring licencees to develop and implement noise management plans as a condition of their licence
- Establishing a system of escalating penalties for repeat noise offenders
- Requiring licencees to establish and maintain communication channels with neighbouring residents and respond to noise complaints.

#### Pros and cons of including conditions relating to noise control in a LAP

Pros	Cons
Noise control conditions can significantly lower noise levels, improving the quality of life for nearby residents by reducing sleep disturbances and stress	Implementing noise control measures, such as soundproofing or installing noise barriers, can be expensive for business owners
Lower noise levels can contribute to better overall health for the community, reducing risks of issues such as cardiovascular problems and mental health disorders	Restrictions on operating hours of the premise or parts of the premise (e.g. a beer garden) can limit the ability of businesses to attract customers, potentially reducing their revenue
A LAP can tailor noise control measures to local contexts and specific issues e.g. premises close to residential areas	Striking a balance between the interests of residents and business owners may be difficult, potentially leading to ongoing conflicts
Noise control provisions in a LAP can complement and reinforce other local planning instruments like the District Plan	
Reducing noise pollution can maintain or even increase property values in residential areas	

#### How other councils have addressed noise control issues in their LAPs

Some LAPs have specific policies relating to noise control, for example:

- The New Plymouth/Stratford and Tasman LAPs require the cessation of entertainment (e.g. bands) at a specified time to be decided by the DLC for affected premises
- The Tauranga/Western Bay of Plenty LAP states that licences should restrict the use of outdoor areas after 10pm, and requires an acoustic design certificate a) if a tavern is the subject of complaints, and b) for all new on-licensed and club premises with a residential boundary within 500 metres
- The Thames Coromandel LAP requires all on-licence and club licence premises to have noise management plans.

### Local situation

The DLC routinely considers the noise level of licensed premises and its effects on the amenity and good order of localities when it issues or renews licences. It has included conditions in licences to mitigate and reduce this noise.

While some broad guidelines regarding noise control may be helpful in a LAP, how the DLC applies these guidelines will come down to individual premises, considering how close they are to residential areas, their hours of operation, whether they have outdoor drinking areas, and whether they have live bands, etc.

### 11.7.5 Safety and security of licensed premises

#### Introduction

Safety and security can be an issue for all types of licences.

On-licences such as bars and taverns can be volatile environments due to alcohol consumption increasing patrons' aggression and impairing judgment, with crowded spaces leading to accidental conflicts, and diverse social groups creating the potential for misunderstandings. Additionally, factors like loud music, dim lighting, and fatigue in combination with alcohol consumption can exacerbate miscommunication and stress, further heightening the risk of altercations.

Off-licences such as supermarkets and bottle stores face significant safety and security issues, including theft and robbery due to the high resale value of alcohol.

#### Pros and cons of including conditions relating to safety and security in a LAP

Pros	Cons
<p>Including safety and security conditions may reduce alcohol-related harm, such as abusive behaviour, violence, and accidents at on-licences, making premises safer for patrons and staff.</p> <p>Measures like CCTV surveillance, restricted serving times, and trained security personnel can deter criminal activities like theft, shoplifting, and robbery at off-licences, making these premises safer for customers and staff</p> <p>Staff training and clear incident management protocols can ensure a safe and orderly environment for all types of licensed premises</p> <p>Engaging with local communities and authorities to address safety and security concerns can foster better relationships and help improve the amenity and good order of neighbourhoods</p> <p>Conditions relating to incident registers and response protocols can ensure that licencees maintain high standards of accountability and compliance with the law</p> <p>Encouraging the availability of low-alcohol and non-alcoholic beverages can promote and allow for healthier drinking habits and can reduce overall alcohol consumption.</p>	<p>Implementing security measures, employing security staff, installing CCTV cameras and staff training etc. can increase operational costs for licencees</p> <p>Compliance with detailed conditions can be burdensome for licencees, requiring significant time and effort to maintain records and ensure adherence to regulations.</p>

#### How other councils have addressed safety and security in their LAPs

Discretionary conditions relating to safety and security are very common in LAPs. Typical conditions include:

#### Host responsibility for On-Licences and Clubs

- adoption of a host responsibility policy
- restrictions on the size (e.g. 'doubles') and time of 'last orders'
- no shots to be served after specified times
- restriction on the number of drinks per customer
- restrictions on permitted drinking vessels
- no alcohol service for a specified time before closing time
- display of safe drinking messages/material.



#### *Security management*

- provision of additional security staff after a set time e.g. 11pm
- provision of door staff wearing high visibility clothing
- setting a patron number to security staff ratio
- setting a patron number to bar manager ratio
- design and layout requirements
- minimum seating requirements
- maximum numbers of patrons
- management of patrons queuing to enter the licensed premise
- training requirements for staff
- management requirements in relation to staff (e.g. number of staff, duty managers)

#### *Incident management and response protocols*

- regular briefings and coordination among staff to ensure everyone is aware of their roles in an incident
- a qualified manager to be on duty during busy periods e.g. Friday and Saturday nights
- the licensee is required to notify the Police of any incidents involving disorderly conduct that occur on the premises
- the licensee is required to maintain a register of incidents involving disorderly conduct that is available for inspection by enforcement authorities at any time during trading hours
- licensed outside areas to be monitored at all times.

#### *Crime Prevention through Environmental Design (CPTED) Principles*

- application of the principles of Crime Prevention Through Environmental Design (CPTED)
  - the installation and operation of CCTV cameras on the exterior of, and within premises to monitor vulnerable areas
- effective lighting is installed
  - to enable passive surveillance by staff and active surveillance by CCTV
  - to enable customers to be seen as they enter the premises
  - to enable staff to check IDs
  - external areas such as car parks and loading bays are well lit, subject to the requirements of any resource consent or District Plan rule
- general points of sale are positioned near the main entrance
- at least 50% of any store front glazing shall be transparent, consistent with CPTED guidelines

#### *Community engagement*

- requiring engagement with local communities and authorities to help address their safety concerns
- cleaning the outside of the premises and immediate environs

#### *Conditions re special events*

- requirement for an Alcohol Management Plan where alcohol is available for sale at a proposed event or series of events, that will attract more than x people (e.g. 500 people)
- no glassware is to be taken outside the building or onto grass or artificial grass surfaces
- plastic containers or cans to be used for any event (except when alcohol is being served and remains within the building)
- wine to be sold by the glass only and no bottle sales to occur
- areas to be clearly defined/ cordoned off where liquor is being sold/consumed outside of the building (e.g. beer tent). Drinkers to remain within the defined area
- the holder of a manager's certificate to be present when alcohol is available for sale
- the number of manager's certificate holders required at an event may be specified
- the maximum number of alcoholic drinks per sale transaction may be specified
- 'one-way door' restriction to apply from a specified time
- careful consideration of the appropriateness of alcohol associated with driving events and such applications may be refused
- allowing the Police to request an earlier closing time for the sale of alcoholic beverages if considered necessary.

**Conditions that could apply locally**

If the Council decides that a LAP is developed, consultation with key stakeholders in the district including the Police, the Medical Officer of Health, and Licensing Inspectors will be necessary to assess possible conditions relating to the safety and security of licensed premises that could apply in the Far North. Licencees will also be asked to submit their views on these possible conditions.

**11.7.6 Community input into licensing applications****Community input into licensing decisions is a key element of the Act**

The purpose of the Act stated in section 4 is “for the benefit of the community as a whole”. This implies that the community should be able to have its say on licensing applications.

Section 102 of the Act states that any person (with some narrow exceptions relating to trade competition) may object to a licence application, whether as an individual or as a representative of a group or an organisation. The objection must be made within 25 days of the publication of the public notice regarding the application.

The amendments to the Act introduced in 2023 have allowed for greater community input into licensing applications, including:

- allowing “any person” to object to a licence application, rather than just those with a “greater interest” than the general public
- extending the time to make an objection from 15 to 25 days after the public notice of a licence application
- parties can attend DLC hearings remotely
- cross-examination is not allowed (the DLC will test the evidence)
- tikanga may be incorporated into proceedings and evidence may be presented in te reo Māori.

**Issues that the public may experience in making objections**

A qualitative study conducted in 2022 by Te Whatu Ora<sup>147</sup> in several communities where a liquor store licence was granted or renewed despite community objections, identified a range of issues that the public had in presenting their views, including:

- the design and administration of the licensing system discouraged Māori from participating and sometimes excluded and discounted Māori input
- there was little evidence of proactively facilitating engagement with Māori in licensing decisions, as appropriate to Crown obligations under Te Tiriti o Waitangi, the Treaty of Waitangi and the Local Government Act 2002
- the method used to notify the public of licence applications was a substantial barrier to community participation. For instance, public notices of licence applications were largely placed in newspapers – a community objector in the study said, *“the notices would be in the (paper name), they’re shoved on the back page so nobody in the community would know that they’re there”*. Many participants in this study suggested using a flyer in the mail or social media, typically the community Facebook page
- the location of hearings could be a barrier: *“The hearings themselves need to be in more of a community friendly place, either on a marae or in a community hall, or somewhere where the community can actually access”*
- also, the timing of hearings was an issue: *“it would be really helpful to the community if they were held at a time that would suit them, either on a Saturday morning or even in the late afternoon, so that people who work and who are generally interested, are able to attend”*.

**Pros and cons of seeking more community input into alcohol licence applications**

Pros	Cons
<p>Community input can provide valuable insights into local concerns, helping the DLC make more informed and balanced decisions regarding alcohol licencing</p> <p>Involving the community fosters a sense of ownership and responsibility, making residents feel more connected to licencing decision-making processes</p> <p>Specifically seeking input from local iwi and hapu is important given Council's obligations under Te Tiriti o Waitangi and the disproportionate impacts that Māori experience from alcohol related harm</p>	<p>Community members may lack the technical knowledge or expertise required to assess licencing decisions</p> <p>Differing opinions within the community may lead to conflict, e.g. tensions between residents and businesses</p>

**Local situation**

In its Annual Report to ARLA for 2022/23, the Far North DLC noted that *"any consultative community guidelines will be welcomed by the DLC when we consider applications in the future"*. Community groups have also asked to be involved in these decisions. For instance, Whiria Te Muka has requested that iwi are asked to have their say on all licencing applications in the Te Hiku area.

If the Council agrees that a LAP should be developed, the nature of consultative community guidelines in a LAP, if any, will be addressed. Conceivably Council's Communications and Engagement Team could help develop these guidelines.

**11.7.7 Provisions regarding under-age drinking and exposure of young people to alcohol**

**The evidence**

As noted in sections 9.2.1 and 9.2.2, there are risks to young people from alcohol consumption and exposure to alcohol advertising:

- Alcohol consumption during adolescence can impair brain development, damage organs, and increase the risk of addiction and mental health issues
- The Ministry of Health advises delaying alcohol use until late teenage years and recommends moderation if drinking occurs
- Young adults in Northland are more likely than the population as a whole to engage in binge drinking and be involved in alcohol-related fatal crashes
- Early exposure to alcohol advertising is linked to earlier drinking onset and heavier drinking among adolescents.

**Provisions in the Act**

The Act has provisions relating to minors drinking in licensed premises (sections 119, 244, 245), irresponsible advertising or promotion of alcohol to minors (section 237 and 288) and supplying alcohol to minors (section 241). Offences in these areas may result in the prosecution or conviction of managers and licencees, and/or variation, suspension or cancellation of their licences. These provisions are enforced by the Police and Licencing Inspectors. Given the broad nature of the provisions in the Act, additional policies in a LAP may be redundant.

**Pros and cons of including discretionary provisions in a LAP relating to under-age drinking and exposure of young people to alcohol**

Pros	Cons
<p>Decreasing the likelihood of underage drinking and its associated risks such as alcohol-related accidents, injuries, and long-term health issues among young people</p> <p>Effective policies can contribute to a culture of responsible drinking, promoting overall public health and safety.</p> <p>Reducing exposure of young people to alcohol may help prevent the early onset of alcohol dependence and abuse, which often begins in adolescence.</p>	<p>Strict enforcement can be difficult and resource-intensive, requiring consistent monitoring.</p> <p>Provisions relating to minors are well covered in the Act.</p>

**How other councils have addressed this area**

Only a few Councils have included provisions relating to minors in their LAPs. Some examples include:

*No sales to those in school uniform*

*All events that have a sole or significant focus on alcohol consumption such as wine/beer festivals must be designated R18 events and promoted and managed accordingly.*

*No school fete, gala or similar event held on school grounds at which the participation of children can be reasonably expected shall allow for the consumption of alcohol on the premises.*

#### **Local situation - Controlled Purchase Operations (CPOs) show that underage sales is an ongoing problem in the district**

CPOs are designed to monitor the provisions in the Act relating to the sale of alcohol to minors. CPOs involve volunteers aged under 18 years attempting to buy alcohol from licensed premises, under the supervision of the Police, with support from the Public Health service. If a volunteer successfully purchases alcohol from a licensed premise, then ARLA is notified and the licensee, manager and bar owner can be prosecuted in the District Court or subject to an enforcement application lodged with ARLA seeking suspension or cancellation of the licence. Results from CPOs conducted in the district since 2018/19 are as follows:

*Table 16: CPO results in the Far North, 2018 to April 2024<sup>148</sup>*

	2018/19	2019/20	2022	2023	2024 to April	TOTAL
Number of premises approached	25	34	20	16	13	108
Number of sales to minors	4	5	2	2	3	16
Percent of premises	16%	15%	10%	13%	23%	15%

These results indicate that, over recent years, between 10% and 23% of licensed premises have been serving underage drinkers, a significant issue in the district. This suggests that a LAP for the district may look to include discretionary provisions relating to minors.

## **12 Initial views of key stakeholders regarding making a LAP**

The Act says that the Council must not produce a draft LAP without having consulted the Police, Inspectors, and the Medical Officer of Health. Hence, these stakeholders were asked for their initial thoughts about making a LAP.

NB. If Council agrees that a LAP should be developed, in the Design stage of the project more formal engagement will take place with these parties, and with the public (including a public survey).

### **12.1 Police**

The Alcohol Harm Prevention Officer (AHPO) for the Mid/Far North Police District said that Police in the District would support a LAP in the Far North to prevent harm to the community. The evidence relied on to support this would be the information provided by Police National Headquarters covering alcohol-related crime and domestic violence in the district [included in this report]. The AHPO believes that the provisions that a LAP would bring to the area would likely assist in the reduction of alcohol-related offending of all kinds and make communities safer. These provisions would also enhance the objects of the Act. The AHPO also commented that generally the Mid/Far North area consists of at-risk populations who are vulnerable to the lure of alcohol and all types of associated crime.

### **12.2 Medical Officer of Health**

The Medical Officer of Health expressed support for developing a LAP, saying *“The Far North is overrepresented in both access to alcohol sales and the harm from alcohol related sales. There is a significant opportunity to address this imbalance through a LAP to achieve a safer and more responsible system of alcohol related sale and supply in the Far North, which would be in keeping with the object of the Sale and Supply of Alcohol Act”*.

### **12.3 Licencing Inspectors**

Three out of the five Licencing Inspectors including the Chief Inspector support developing a LAP while two are neutral on the matter. Reasons for supporting a LAP include:

- *“We should be doing as much as we can regarding alcohol-related harm. So, a LAP is necessary”*
- *“Implementing a LAP tailored to the Far North District would enable us to address some of the issues that we see within our communities. i.e. alcohol related harm. It may be a small step, but it would ‘give us a backbone’”*
- *“By having some local control, we can better manage the availability and accessibility of alcohol within our communities. This, in turn, can help mitigate the risks associated with alcohol-related harm.*

- *“A LAP can contribute to creating safer environments and can reduce the likelihood of alcohol-related incidents occurring in public spaces. This not only enhances public safety but also includes community engagement”.*

#### 12.4 The District Licencing Committee

In its 2022/23 Annual Report to ARLA, the DLC said it would welcome any council move to develop a LAP and would appreciate consultative community guidelines in the LAP.

### 13 Summary and discussion

#### 13.1 The alcohol industry provides a range of positive benefits to the district

Positive benefits include:

- support for the local economy through revenue generated by alcohol sales and through direct and indirect employment
- support for the hospitality and tourism sectors
- on-licence premises serve as social hubs where people gather to socialise, network, and celebrate special occasions
- licensed restaurants offer patrons the opportunity to consume alcohol with food
- supermarkets, groceries, and bottle stores are convenient outlets to purchase alcohol
- sponsorship and funding community groups and events.

#### 13.2 Serious alcohol-related harm is occurring in the region and in the district

Some key findings include:

- 22% of Northland residents were classified as hazardous drinkers in 2017 to 2020 (this represents an estimated 13,200 residents in the district)
- 26% were frequent binge drinkers i.e. consuming at least six standard drinks per occasion at least monthly (estimated 13,800 people in district)
- the proportion of hazardous drinkers increased by 38% from 2011-2014 to 2017-2020
- in a Ministry of Health Survey for the 2019-2020 period, 45% of Northland adults said they had experienced alcohol-related harms in the past year, with 37% from others' drinking and 26% from their own drinking
- the rate of hospital admissions solely attributable to alcohol in the Far North was 112 admissions per 100,000 people per year from 2016 to 2018, placing the district in 6<sup>th</sup> worst place out of all territorial authorities
- the Far North has a 70% higher mortality rate wholly attributable to alcohol than the national average
- driving under the influence is more common in the Far North than nationally, with the rate of alcohol and drug-related crashes causing injuries being 76% higher in the Far North than in New Zealand overall
- alcohol was a contributing factor in 11 drowning cases in the district from 2014 to 2023, though this is likely to be under-reported due to incomplete toxicology reports
- in 2023, the Police attended 1,174 incidents in public spaces where alcohol was a contributing factor. This behaviour affects community amenity and order, with intoxicated individuals often being loud and unruly, vomiting or urinating in public, intimidating or assaulting others, damaging property, and littering
- in 2023, the Police prosecuted 707 offenders in the Far North where alcohol was a factor in the offending
- there were 1,001 instances of alcohol-related family violence recorded by the Police in the Far North in 2023
- in the Te Hiku area in 2023, there were 329 instances of family/whānau violence triggered by alcohol affecting 783 people, including 178 children under the age of 17
- in 2019/20, 12% of drinkers in Northland reported feeling worried or stressed about money because of their drinking.

#### 13.3 Opportunity to develop a LAP for the district

Developing a LAP could represent a significant step towards regulating the sale, supply, and consumption of alcohol within the district. Developing policy guidelines regarding alcohol licencing in a LAP could help minimise alcohol-related harms that impact public health, safety, and community wellbeing. These provisions would need to balance peoples' ability to purchase and consume alcohol in a responsible manner, and for licencees to supply alcohol in a responsible manner, with measures to minimise and reduce the harms associated with unsafe drinking.

#### 13.4 Possible policy measures referencing broad areas in the district

The research has identified several broad geographical areas that could be considered when issuing or renewing alcohol licences:

- **areas of high deprivation** - residents from these areas are particularly vulnerable to the financial harms associated with heavy drinking
- **licencing Zones** - the district has two distinct licencing zones: with roughly half of all licences in the Bay of Islands Tourist Zone and the other half in the Wider District. Tailoring policies for each Zone could address specific needs in each area
- **areas with high alcohol-related hospital admissions and criminal offending** - data on hospital admissions attributable to alcohol and crime statistics, such as domestic violence and driving under the influence, can inform decisions on where to have stricter licence conditions
- **areas with high proportions of vulnerable people** including children, adolescents, and Māori.

#### 13.5 Possible policy measures referencing specific neighbourhoods and sensitive locations

Policy guidance could focus more narrowly on specific neighbourhoods and sensitive sites or locations by

- a) regulating the proximity of licensed premises to sensitive locations such as schools, playgrounds, places of worship, marae, medical centres, addiction treatment centres, and residential areas**

This could help:

- protect children and adolescents from exposure to alcohol advertising and avoid the normalisation of alcohol sales
- maintain the amenity and good order of localities and protect residential areas from noise pollution
- protect culturally significant places such as marae from the negative effects of alcohol consumption
- reduce the accessibility of alcohol near medical facilities to avoid temptation for those who are dependent on alcohol and/or medically unfit to consume alcohol.

- b) regulating the density of alcohol outlets in particular towns and townships** – the density of outlets in the district is higher than the national average and, in general, from New Zealand and international studies, a higher density of premises is associated with more alcohol-related harm. LAPs for other districts have capped the number of outlets in particular towns/suburbs. Controlling the density of licensed premises can also protect the economic viability of existing businesses

#### 13.6 Possibly setting maximum trading hours for licensed premises

A LAP could set **maximum trading hours** that are more or less restrictive than the national default trading hours.

These measures would aim to:

- reduce late-night intoxication and associated violence and disorderly behaviour
- reduce road crashes due to alcohol consumption (see section 9.5)
- reduce alcohol-related criminal offences (see section 9.9)

NB. On-licences in the district already have more restrictive closing times than the national default hours, in part due to the Police and Licencing Inspectors objecting to later hours. Also, actual closing times tend to be earlier than permitted times for most types of premises except for taverns.

#### 13.7 Possible one-way door restrictions

One-way door restrictions may help minimise the risk of violence and disorderly behaviour by preventing patrons leaving a bar or tavern to side-load in their cars then returning to the premises in a more intoxicated state where they may cause an incident. These restrictions can also manage the flow of patrons once they have left the premises, with groups of people leaving in a staggered manner rather than in a crowd at closing time. Various studies have reported mixed results with one-way door restrictions, suggesting that these restrictions should be applied where there is a demonstrated need rather than be a district-wide requirement.

#### 13.8 Possible discretionary conditions

A LAP could also include discretionary conditions to cover areas such as:

- single-unit sales
- Buy Now Pay Later schemes
- signage/advertising
- noise control
- safety and security
- seeking community views on alcohol licence applications
- under-age drinking and exposure of young people to alcohol.

#### 13.9 Need to understand the community's views re making a LAP

If Council decides that a LAP should be developed, preparing a draft LAP will require community engagement to understand local preferences and perspectives. Under the Act, Council must also consult with the Police, the Medical Officer of Health and the Licencing Inspectors.

#### 14 Conclusion

Overall, the report reinforces the observation that alcohol is 'no ordinary commodity'. While the alcohol industry provides a range of benefits to the community, there are many serious harms and problems associated with excessive and unsafe consumption of alcohol in the district.

A LAP may significantly contribute to promoting the well-being of the Far North community by reducing alcohol-related harms and problems through policy guidance to the DLC.

If Council decides that a LAP should be developed, the evidence and analysis in this report provides a starting point to designing a draft LAP. The next step would be strong engagement with the community and key stakeholders to understand community preferences and stakeholder needs.

## APPENDIX ONE – RELEVANT OBJECTIVES AND POLICIES IN COUNCIL’S OPERATIONAL DISTRICT PLAN AND PROPOSED DISTRICT PLAN

Following are some objectives and policies in the current Operational District Plan (ODP) and the Proposed District Plan (PDP) which could be relevant in developing a LAP for the district.

### Relevant objectives in the ODP

ODP Objectives	
2.7.1	Through the provisions of the Resource Management Act, to give effect to the rights guaranteed to Māori by Te Tiriti O Waitangi (Treaty of Waitangi)
7.3.1	To ensure that urban activities do not cause adverse environmental effects on the natural and physical resources of the district
7.3.3	To avoid, remedy or mitigate the adverse effects of activities on the amenity values of existing urban environments
7.3.4	To enable urban activities to establish in areas where their potential effects will not adversely affect the character and amenity of those areas
8.3.3	To avoid, remedy or mitigate the adverse and cumulative effects of activities on the rural environment
8.3.7	To promote the maintenance and enhancement of amenity values of the rural environment to a level that is consistent with the productive intent of the zone
8.3.10	To enable activities compatible with the amenity values of rural areas and rural production activities to establish in the rural environment
9.3.1	To protect recreation and conservation areas for the purposes for which they have been set aside or reserved
10.3.1	To manage coastal areas in a manner that avoids adverse effects from subdivision, use and development

### Relevant policies in the ODP

ODP Policies	
2.8.3	That the Council will have regard to relevant provisions of any whanau, hapu or iwi resource management plans, taiāpure plans or mahinga mātaītai plans
7.4.1	That amenity values of existing and newly developed areas be maintained or enhanced
7.4.2	That the permissible level of effects created or received in residential areas reflects those appropriate for residential activities
8.4.2	That activities be allowed to establish within the rural environment to the extent that any adverse effects of these activities are able to be avoided, remedied or mitigated and as a result the life supporting capacity of soils and ecosystems is safeguarded, and rural productive activities are able to continue.
8.4.5	That plan provisions encourage the avoidance of adverse effects from incompatible land uses [in the rural environment]
9.4.4	That the effects of activities in the vicinity of recreation and conservation areas are managed so that recreation and conservation areas are not compromised
10.4.1	That the Council only allows appropriate subdivision, use and development in the coastal environment

### Relevant objectives in the PDP

PDP Objectives	
SD-CP-O1	Te Tiriti o Waitangi partnerships support iwi and hapū to deliver on the social, economic, environmental and cultural wellbeing outcomes for tangata whenua
SD-SP-O3	Encourage opportunities for fulfilment of the community's cultural, social, environmental, and economic wellbeing
SD-EP-O1	A high-earning diverse local economy which is sustainable and resilient to economic downturns
SD-EP-O2	Existing industries and enterprises are supported and continue to prosper under volatile and changing economic conditions
SD-UFD-O1	The wellbeing of people who live in and visit towns in the Far North is considered first when it comes to planning places and spaces.
NOISE-O1	Activities generate noise effects that are compatible with the role, function and character of each zone and do not compromise community health, safety and wellbeing
NOISE-O2	New noise sensitive activities are designed and/or located to minimise conflict and reverse sensitivity effects
GRZ-O3	Non-residential activities contribute to the well-being of the community while complementing the scale, character and amenity of the General Residential zone



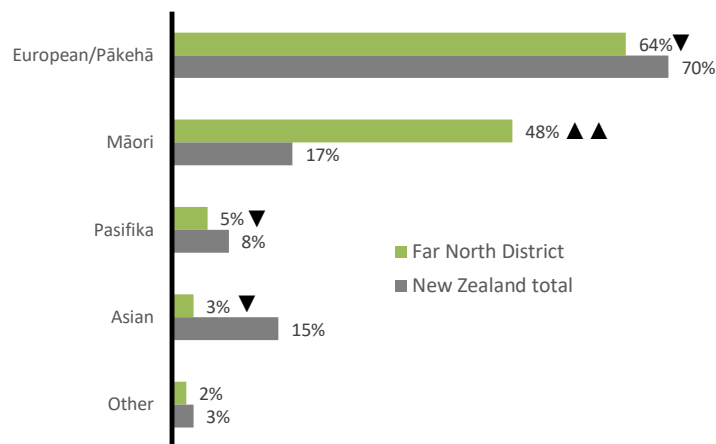
PDP Objectives	
SD-RE-O2	Protection of highly productive land from inappropriate development to ensure its production potential for generations to come [in the rural environment]
RPROZ-O2	The Rural Production zone is used for primary production activities, ancillary activities that support primary production and other compatible activities that have a functional need to be in a rural environment
RPROZ-O4	The rural character and amenity associated with a rural working environment is maintained [in the Rural Production Zone]
RLZ-O3	The role, function and predominant character and amenity of the Rural Lifestyle zone is not compromised by incompatible activities
RRZ-O1	The Rural Residential zone is used predominantly for rural residential activities and small-scale farming activities that are compatible with the rural character and amenity of the zone
RSZ-O1	Rural and coastal settlements are used predominantly for residential activities and are sustained by a range of compatible activities and services
MUZ-O2	Development in the Mixed Use zone is of a form, scale, density and design quality that contributes positively to the vibrancy, safety and amenity of the zone

#### Relevant policies in the PDP

PDP Policies	
NOISE-P1	Uphold the character and amenity of each zone by controlling the types of activities and noise levels that are permitted in each zone
NOISE-P3	Ensure noise effects generated by an activity are of a type, scale and level that are appropriate for the predominant role, function and character of the receiving environment
GRZ-P4	Enable non-residential activities that: <ul style="list-style-type: none"> <li>a) do not detract from the vitality and viability of the Mixed Use zone;</li> <li>b) support the social and economic well-being of the community</li> <li>c) are of a residential scale</li> <li>d) and are consistent with the scale, character and amenity of the General Residential zone</li> </ul>
GRZ-P8	Manage land use ... to address ... consistency with the scale, design, amenity and character of the residential environment
RPROZ-P2	Ensure the Rural Production zone provides for activities that require a rural location by: <ul style="list-style-type: none"> <li>a) enabling primary production activities as the predominant land use</li> <li>b) enabling a range of compatible activities that support primary production activities, including ancillary activities, rural produce manufacturing, rural produce retail, visitor accommodation and home businesses</li> </ul>
RRZ-P1	Enable activities that will not compromise the role, function and predominant character and amenity of the Rural Residential zone, while ensuring their design, scale and intensity is appropriate
RLZ-P1	Enable activities that will not compromise the role, function and predominant character and amenity of the Rural Lifestyle zone
RSZ-P3	Enable non-residential activities in the Settlement zone that are of a scale, intensity, character and amenity that complements the residential activities in the settlement
MUZ-P1	Enable a range of commercial, community, civic and residential activities in the Mixed Use zone where it supports the function, role, sense of place and amenity of the existing environment
CE-O1	The natural character of the coastal environment is identified and managed to ensure its long-term preservation and protection for current and future generations

## APPENDIX TWO – DEMOGRAPHICS OF THE FAR NORTH POPULATION COMPARED WITH THE NATIONAL POPULATION FROM 2018 CENSUS RESULTS

Figure 24: Ethnic profile - Far North District versus New Zealand total

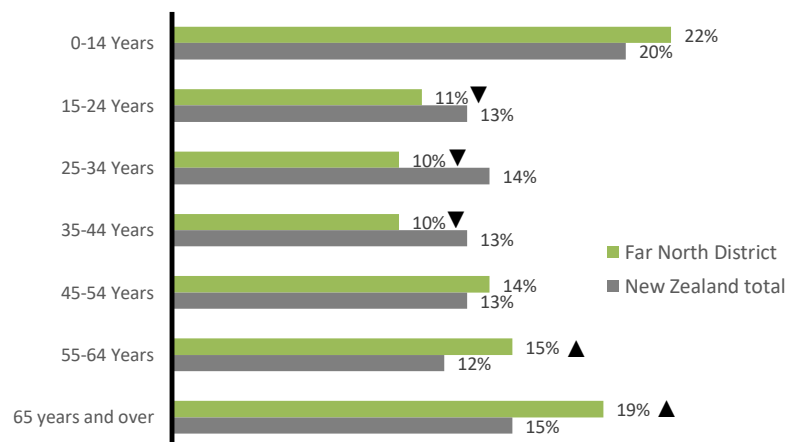


KEY: ▲ ▼ Far North District significantly higher/lower than the national total  $p < 0.05$

NB. Totals add to more than 100% as people could state more than one ethnicity

### Age

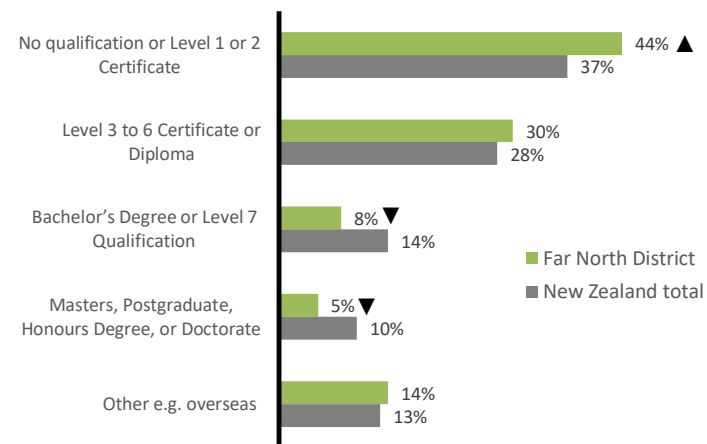
Figure 25: Age profile - Far North District versus New Zealand total



KEY: ▲ ▼ Far North District significantly higher/lower than the national total  $p < 0.05$

### Highest education level

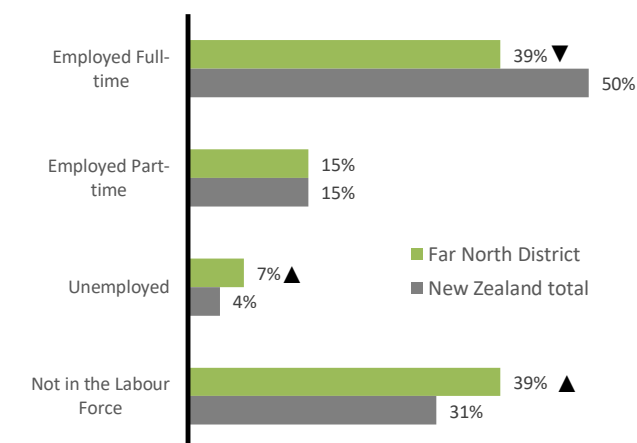
Figure 26: Highest levels of education – Far North District versus New Zealand total



KEY: ▲ ▼ Far North District significantly higher/lower than the national total  $p < 0.05$   
Base: Aged 15 or more

### Work status

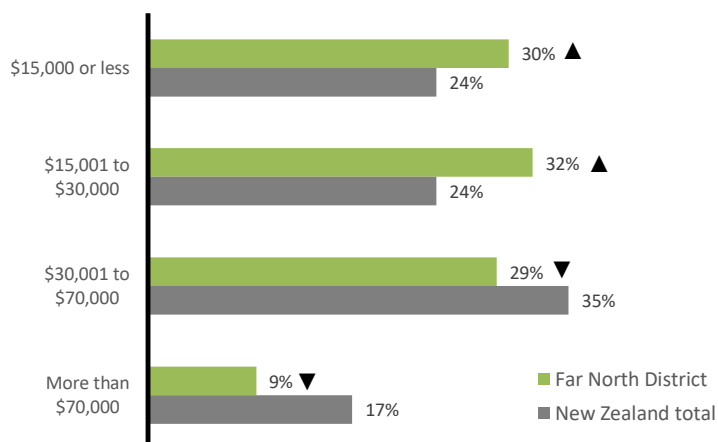
Figure 27: Work Status – Far North District versus New Zealand Total



Base: Aged 15 or more  
KEY: ▲ ▼ Far North District significantly higher/lower than the national total  $p < 0.05$

## Income

Figure 28: Annual personal incomes – Far North District versus New Zealand total

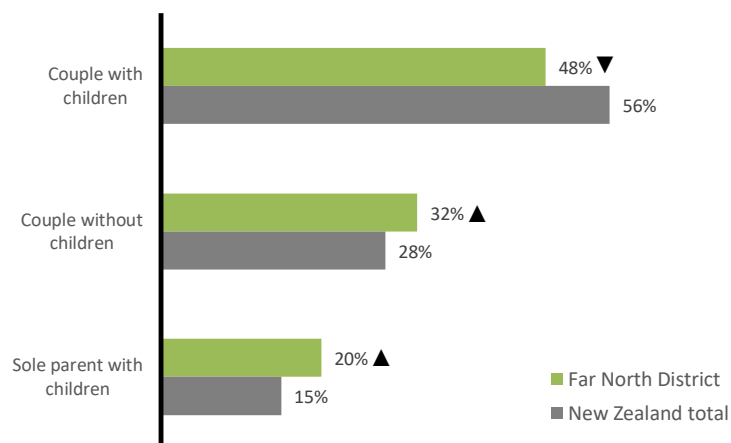


Base: Aged 15 or more

KEY: ▲ ▼ Far North District significantly higher/lower than the national total p <0.05

## Family types

Figure 29: Family types – Far North District versus New Zealand total



KEY: ▲ ▼ Far North District significantly higher/lower than the national total p <0.05

Base: Living in a family

### APPENDIX THREE – LICENSED PREMISES IN THE DISTRICT, JANUARY 2024

The following table is ordered by licence type and then by town. It excludes temporary licences.

Type	Venue	Town
Club-licence	Kaitiāia Golf Club	Ahipara
Club-licence	Te Rarawa Rugby Club	Ahipara
Club-licence	Awanui Sports Complex	Awanui
Club-licence	Coopers Beach Bowling Club	Coopers Beach
Club-licence	Houhora Big Game & Sports Fishing Club	Houhora
Club-licence	Houhora Golf Club	Houhora
Club-licence	Kāeo Bowling Club	Kāeo
Club-licence	Kāeo Rugby Football Club	Kāeo
Club-licence	Whangaroa Golf Club	Kāeo
Club-licence	Kaikohe Bowling Club	Kaikohe
Club-licence	Kaikohe Golf and Squash Club	Kaikohe
Club-licence	Kaikohe Rugby Football and Sports Club	Kaikohe
Club-licence	Far North (Kaitiāia) R S A	Kaitiāia
Club-licence	Kaitiāia Aero Club	Kaitiāia
Club-licence	Kaitiāia City Rugby Football Club	Kaitiāia
Club-licence	Kaitiāia Tennis & Squash Club	Kaitiāia
Club-licence	Northland Riders Club	Kaitiāia
Club-licence	Kawakawa & Districts RSA	Kawakawa
Club-licence	Kawakawa Bowling Club	Kawakawa
Club-licence	Bay of Islands Kerikeri Golf Club	Kerikeri
Club-licence	Baysport Pavilion	Kerikeri
Club-licence	Kerikeri Bowling Club	Kerikeri
Club-licence	Kerikeri Cruising Club	Kerikeri
Club-licence	Kerikeri Sports Complex	Kerikeri
Club-licence	Kohukohu Bowling Club	Kohukohu
Club-licence	Mangōnui Cruising Club	Mangōnui
Club-licence	Ōhaeawai R F & Sports Club	Ōhaeawai
Club-licence	Ōkaihau Bowling Club	Ōkaihau
Club-licence	Ōkaihau Golf Club	Ōkaihau
Club-licence	Ōkaihau R U F & Sports Club	Ōkaihau
Club-licence	Hokianga Memorial RSA Inc	Ōmāpere
Club-licence	Ōpononi Bowling Club	Ōpononi
Club-licence	Ōpua Cruising Club	Ōpua
Club-licence	Otaua Sports Club	Otaua
Club-licence	Otiria Rugby & Sports Club	Otiria
Club-licence	Paihia Ex-Servicemens Club	Paihia
Club-licence	Pawarenga Old Boys Club	Pawarenga
Club-licence	Houhora Bowling Club	Pukenui
Club-licence	Rāwene Golf Club	Rāwene
Club-licence	Rāwene Masonic Hotel Pool Club	Rāwene
Club-licence	Bay of Islands Swordfish Club	Russell
Club-licence	Russell Boating Club	Russell
Club-licence	Russell Bowling Club	Russell
Club-licence	Russell RSA	Russell
Club-licence	Eastern United Rugby Football Club	Taipa
Club-licence	Te Aupouri R F & Sports Club	Te Kao
Club-licence	Waimamaku Bowling Club Incorporated	Waimamaku
Club-licence	Waipapakauri Sports Complex	Waipapakauri

Type	Venue	Town
Club-licence	Bay Of Islands Yacht Club	Waitangi
Club-licence	Waitangi Golf Club	Waitangi
Club-licence	Whangaroa Sport Fishing Club	Whangaroa
Off-licence	Ahipara Liquor Store	Ahipara
Off-licence	Awanui Superette	Awanui
Off-licence	Broadwood General Store	Broadwood
Off-licence	Coopers Beach Four Square	Coopers Beach
Off-licence	Thirsty Liquor	Coopers Beach
Off-licence	Historic Gumstore & Bar & Grill	Kāeo
Off-licence	Kāeo Four Square	Kāeo
Off-licence	Countdown Kaikohe	Kaikohe
Off-licence	Kaikohe Liquorland	Kaikohe
Off-licence	New World Kaikohe	Kaikohe
Off-licence	The Shed Liquor Shop	Kaikohe
Off-licence	Far North (Kaitiāia) R S A	Kaitiāia
Off-licence	Kaitiāia Food Market	Kaitiāia
Off-licence	Okahu Estate Winery	Kaitiāia
Off-licence	Pak N Save Kaitiāia	Kaitiāia
Off-licence	Pick A Box Limited	Kaitiāia
Off-licence	Super Liquor Kaitiāia	Kaitiāia
Off-licence	The Bottle-O Kaitiāia	Kaitiāia
Off-licence	Thirsty Liquor Kaitiāia	Kaitiāia
Off-licence	Waitapu Estate Vineyard	Kaitiāia
Off-licence	Kawakawa Four Square	Kawakawa
Off-licence	Kiwi Liquor	Kawakawa
Off-licence	Klondike Ale House (Thirsty Liquor)	Kawakawa
Off-licence	144 Islands Wines	Kerikeri
Off-licence	Black Collar Distillery	Kerikeri
Off-licence	Cottle Hill Winery	Kerikeri
Off-licence	Countdown Kerikeri	Kerikeri
Off-licence	Fat Pig Vineyard	Kerikeri
Off-licence	Ferment	Kerikeri
Off-licence	Kainui Road Vineyard	Kerikeri
Off-licence	Liquorland Kerikeri	Kerikeri
Off-licence	Marsden Estate	Kerikeri
Off-licence	New World Kerikeri	Kerikeri
Off-licence	Sovrano Winery	Kerikeri
Off-licence	Super Liquor Kerikeri	Kerikeri
Off-licence	The Landing Wines	Kerikeri
Off-licence	Waipapa Four Square	Kerikeri
Off-licence	Hokianga Harbour Hotel	Kohukohu
Off-licence	Dancing Petrel	Mangōnui
Off-licence	Four Square Mangōnui	Mangōnui
Off-licence	Mangōnui Hotel	Mangōnui
Off-licence	Matauri Bay General Store	Matauri Bay
Off-licence	Matauri Café & Bar	Matauri Bay
Off-licence	Blue Lagoon Four Square	Moerewa
Off-licence	Klondike Tavern	Moerewa
Off-licence	Ōhaeawai Hotel	Ōhaeawai
Off-licence	Ōkaihau Liquor	Ōkaihau
Off-licence	Ōmāpere Foodmart	Ōmāpere
Off-licence	Ōpononi Four Square	Ōpononi

Type	Venue	Town
Off-licence	Ōpononi Hotel	Ōpononi
Off-licence	Ōpua General Store	Ōpua
Off-licence	Roadrunner Tavern & Super Liquor	Ōpua
Off-licence	Bad Habits	Paihia
Off-licence	Bad Habits Wholesale	Paihia
Off-licence	Bay Liquor, Paihia	Paihia
Off-licence	Copthorne Resort Waitangi	Paihia
Off-licence	Countdown Paihia	Paihia
Off-licence	Countdown Paihia Central	Paihia
Off-licence	Kindred Spirits	Paihia
Off-licence	Kiwi Liquor Paihia	Paihia
Off-licence	Paihia 4 Square	Paihia
Off-licence	Phat House Brewery & Taproom	Paihia
Off-licence	Scenic Hotel Bay of Islands	Paihia
Off-licence	Dunndeez Bar & Bistro Ltd	Panguru
Off-licence	Houhora Four Square	Pukenui
Off-licence	Houhora Liquor Centre	Pukenui
Off-licence	Rāwene Food Mart	Rāwene
Off-licence	Bay Four Square	Russell
Off-licence	Colonial Liquor Centre	Russell
Off-licence	Duke Of Marlborough Hotel	Russell
Off-licence	Nautipenguin	Russell
Off-licence	Omata Estate	Russell
Off-licence	Paroa Bay Winery	Russell
Off-licence	Russell Fresh Supermarket	Russell
Off-licence	Sage at Paroa Bay Winery	Russell
Off-licence	Society Liquor	Russell
Off-licence	Taipa Foodmarket	Taipa
Off-licence	Taipa Tavern	Taipa
Off-licence	Towai Tavern	Towai
Off-licence	Waimamaku Four Square	Waimamaku
Off-licence	Liquor World Waipapa	Waipapa
Off-licence	Liquorland Waipapa	Waipapa
Off-licence	Waipapakauri Hotel	Waipapakauri
Off-licence	Far North Wines & Spirits	Whatuwhiwhi
Off-licence	Karikari Estate	Whatuwhiwhi
On-licence	Ahipara Bay Motel & Bayview Restaurant	Ahipara
On-licence	Awanui Hotel	Awanui
On-licence	Herekino Tavern	Herekino
On-licence	Horeke Hotel	Horeke
On-licence	Tōnui Lucid Café	Houhora
On-licence	Historic Gumstore & Bar & Grill	Kāeo
On-licence	Spice Grill	Kāeo
On-licence	Left Bank & Mint Restaurant	Kaikohe
On-licence	The Bank Bar	Kaikohe
On-licence	Beachcomber Restaurant	Kaitāia
On-licence	Collards Sports Bar, Gaming & Restaurant	Kaitāia
On-licence	Indian Spice	Kaitāia
On-licence	Kauri Arms Tavern	Kaitāia
On-licence	Mussell Rock Cafe & Bar	Kaitāia
On-licence	Orana Motor Inn	Kaitāia
On-licence	Peekaboo Backyard Eatery	Kaitāia

Type	Venue	Town
On-licence	Tuatua Tavern	Karikari Peninsula
On-licence	Hunter Star	Kawakawa
On-licence	Klondike Ale House	Kawakawa
On-licence	Burger Fiasco	Kerikeri
On-licence	Café Cinema Restaurant	Kerikeri
On-licence	Café Jerusalem	Kerikeri
On-licence	Chang Siam Thai Restaurant	Kerikeri
On-licence	Curry King	Kerikeri
On-licence	Feast Kerikeri	Kerikeri
On-licence	Ferment	Kerikeri
On-licence	Kainui Road Vineyard	Kerikeri
On-licence	Madly Indian Restaurant	Kerikeri
On-licence	Maha Restaurant	Kerikeri
On-licence	Marsden Estate	Kerikeri
On-licence	Plough & Feather	Kerikeri
On-licence	Rock Salt Bar & Restaurant	Kerikeri
On-licence	S#arp Café	Kerikeri
On-licence	Salt & Seed Private Dining	Kerikeri
On-licence	Sovrano Winery	Kerikeri
On-licence	The Black Olive Restaurant	Kerikeri
On-licence	The Homestead Sports Bar & Bistro	Kerikeri
On-licence	The Landing Lodges	Kerikeri
On-licence	The Landing Wines	Kerikeri
On-licence	The Range NZ	Kerikeri
On-licence	The Rusty Tractor Café & Trading Store	Kerikeri
On-licence	Turmeric	Kerikeri
On-licence	Turner Centre	Kerikeri
On-licence	Hokianga Harbour Hotel	Kohukohu
On-licence	Jesse's On The Waterfront Cafe & Bar	Mangōnui
On-licence	Mangōnui Fish Shop	Mangōnui
On-licence	Mangōnui Hotel	Mangōnui
On-licence	Mangōnui Wine & Whiskey Bar	Mangōnui
On-licence	Remarkable Cafe & Seafood Restaurant	Mangōnui
On-licence	The Thai Mangōnui	Mangōnui
On-licence	Kauri Cliffs Golf Course & Lodge	Matauri Bay
On-licence	Matauri Café & Bar	Matauri Bay
On-licence	Klondike Tavern	Moerewa
On-licence	Ōhaeawai Hotel	Ōhaeawai
On-licence	The Heads Hokianga	Ōmāpere
On-licence	Ōpononi Hotel	Ōpononi
On-licence	Cool Change	Ōpua
On-licence	Discovery IV	Ōpua
On-licence	Dolphin Seeker	Ōpua
On-licence	Marina Café	Ōpua
On-licence	R Tucker Thompson	Ōpua
On-licence	Roadrunner Tavern	Ōpua
On-licence	Serenity	Ōpua
On-licence	Sunkissed Gourmet Sailing Adventures	Ōpua
On-licence	Te Papahu	Ōpua
On-licence	The Rock Adventure Cruise	Ōpua
On-licence	Bad Habits	Paihia
On-licence	Breeze	Paihia



Type	Venue	Town
On-licence	Carino New Zealand	Paihia
On-licence	Charlotte's Kitchen	Paihia
On-licence	Copthorne Resort Waitangi	Paihia
On-licence	Craft, Bar And Kitchen	Paihia
On-licence	Darryls Dinner Cruises – Ratanui	Paihia
On-licence	Delhi 6 The Indian Kitchen	Paihia
On-licence	Greens - Traditional Indian Cuisine	Paihia
On-licence	Greens - Traditional Thai Cuisine	Paihia
On-licence	JFC	Paihia
On-licence	Jimmy Jacks Rib Shack	Paihia
On-licence	King Wah Chinese Restaurant	Paihia
On-licence	Kingsgate Hotel Autolodge	Paihia
On-licence	Paihia Beach Resort & Spa	Paihia
On-licence	Paihia Pacific Resort Hotel	Paihia
On-licence	Paihia Sports Bar	Paihia
On-licence	Phat House Brewery & Taproom	Paihia
On-licence	Pipi Patch	Paihia
On-licence	Pizza Shack	Paihia
On-licence	Saltwater Café and Bar	Paihia
On-licence	Sandpit Poolroom and Bar	Paihia
On-licence	Scenic Hotel Bay of Islands	Paihia
On-licence	Sea Spray Suites	Paihia
On-licence	Swordy Bistro & Bar	Paihia
On-licence	Terra Restaurant	Paihia
On-licence	The Blue Door Paihia	Paihia
On-licence	The Crafty Local	Paihia
On-licence	The Hideout	Paihia
On-licence	The Waterfront	Paihia
On-licence	Tipsy Oyster Tapas & Bar	Paihia
On-licence	Twin Pines Manor	Paihia
On-licence	Zane Greys Restaurants and Bars	Paihia
On-licence	Dunndeez Bar & Bistro Ltd	Panguru
On-licence	Pukenui Pacific	Pukenui
On-licence	The Boatshed Café	Rāwene
On-licence	Butterfish	Russell
On-licence	Duke Of Marlborough Hotel	Russell
On-licence	Eagles Nest	Russell
On-licence	Greens	Russell
On-licence	Green's Thai Cuisine	Russell
On-licence	Hell Hole	Russell
On-licence	Nautipenguin	Russell
On-licence	Omata Estate	Russell
On-licence	Reprobate	Russell
On-licence	Sage	Russell
On-licence	Seaside	Russell
On-licence	The Gables Restaurant	Russell
On-licence	The Grazing Table	Russell
On-licence	Tuk-Tuk Bangkok Restaurant	Russell
On-licence	Ramada Resort Reia Taipa Beach	Taipa
On-licence	Taipa Tavern	Taipa
On-licence	Towai Tavern	Towai
On-licence	Otehei Bay Resort	Urupukapuka Island

Type	Venue	Town
On-licence	Waimamaku Bar and Grill	Waimamaku
On-licence	Pioneer Restaurant & Bar	Waipapa
On-licence	Studio 15 Boutique Salon	Waipapa
On-licence	Waipapakauri Hotel	Waipapakauri
On-licence	Tahuaroa	Waitangi
On-licence	Whare Waka Café	Waitangi
On-licence	Karikari Estate	Whatuwhiwhi

## APPENDIX FOUR – CRIMINAL OFFENCES IN THE FAR NORTH WHERE ACOHOL WAS A CONTRIBUTING FACTOR

Police records<sup>2</sup> of criminal offences where alcohol was a contributing factor (ACF offences) in the Far North are summarised below.

Table 17: Numbers of offences by calendar year

Calendar year	2020	2021	2022	2023
Total offences	2,886	2,938	2,459	2,465
Number of ACF offences	682	795	699	707
ACF offences %	24%	27%	28%	29%

Table 18: ACF offences by area unit in 2023

Area unit	Number of ACF offences	Percent
Kerikeri	99	14%
Kaitiāia West	95	13%
Kaitiāia East	72	10%
Paihia	56	8%
Kaikohe	42	6%
Taipa Bay-Mangōnui	32	5%
Waihou Valley-Hupara	30	4%
Awanui	29	4%
Motutangi-Kareponia	21	3%
Ngapuhi-Kaikou	21	3%
Karikari Peninsula-Maungataniwha	20	3%
Herekino	18	3%
Mangapa-Matauri Bay	17	2%
Moerewa	13	2%
Hokianga South	12	2%
Kawakawa	11	2%
Waitangi	11	2%
Pokere-Waihaha	11	2%
Ahipara	10	1%
Ōhaeawai	10	1%
Hokianga North	7	1%
Rāwene	6	1%
Ōmāpere and Ōpononi	6	1%
Ōpua East	5	1%
Houhora	4	1%
Ōkaihau	4	1%
Kāeo	3	0.4%
Kapiro	3	0.4%
North Cape	2	0.3%
Russell	2	0.3%
Ōpua West	2	0.3%
Kohukohu	1	0.1%
Haruru Falls	1	0.1%
Bay of Islands	1	0.1%
Inlet-Hokianga Harbour	1	0.1%
Unknown area	29	4%

<sup>2</sup> Response to OIA request from the Council received 21 March 2024

Table 19: ACF offences by type of location 2023

Type of location	Number of ACF offences	Percent
Public space	541	<b>77%</b>
Residential	116	16%
Other community location	19	3%
Other Location	31	4%
<b>Total</b>	<b>707</b>	<b>100%</b>

Table 20: Types of ACF offences 2023

Types of offences	Number of ACF offences	Percent
Traffic and vehicle regulatory	450	<b>64%</b>
Acts intended to cause injury	101	14%
Dangerous or negligent acts endangering persons	58	8%
Public order offences	29	4%
Property damage and environmental pollution	13	2%
Unlawful entry with intent/burglary, break and enter	12	2%
Abduction, harassment, and other offences against a person	10	1%
Offences against justice procedures, govt sec and govt ops	8	1%
Theft and related offences	7	1%
Prohibited and regulated weapons and explosives offences	4	1%
Sexual assault and related offences	3	0.4%
Illicit drug offences	2	0.3%
Homicide and related offences	1	0.1%
Robbery, extortion, and related offences	1	0.1%
Miscellaneous offences	8	1%
<b>Total</b>	<b>707</b>	<b>100%</b>

Table 21: ACF offences by gender 2023

Gender	Number of ACF offences	Percent
Male	550	<b>78%</b>
Female	156	22%
Not Available/Unknown	1	0.1%
<b>Total</b>	<b>707</b>	<b>100%</b>

Table 22: ACF offences by ethnicity 2023

Ethnicity	Number of ACF offences	Percent
Māori	400	<b>68%</b>
European	165	28%
Pacific Island	15	3%
Indian	3	1%
Asian	1	0%
Others	4	1%
<b>Total</b>	<b>588*</b>	<b>100%</b>

\*Reduced base (excludes 'ethnicity unknown')

*Table 23: ACF offences by age 2023*

Age group	Number of ACF offences	Percent
10 - 19 years	64	9%
20 - 24 years	88	<b>12%</b>
25 - 29 years	114	<b>16%</b>
30 - 34 years	101	<b>14%</b>
35 - 39 years	89	<b>13%</b>
40 - 44 years	53	7%
45 - 49 years	48	7%
50 - 54 years	48	7%
55 - 59 years	47	7%
60 - 64 years	28	4%
65 and over	27	4%
Total	707	100%

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- <sup>117</sup> Cameron M, Cochrane W, Livingston M. *The relationship between alcohol outlets and harm: A spatial panel analysis for New Zealand, 2007-2014* (Health Promotion Agency, 2019)
- <sup>118</sup> See *Foodstuffs North Island Limited and Liquorland Limited v Whanganui District Council* [2018] NZARLA PH 269-270 – appeal against clause 5.2.1 (single sales) of the Council’s Provisional LAP. Also see Auckland Council [2017] NZARLA PH 27-34 – specifically clause 4.4.1(c) of the Provisional LAP (single sales).
- <sup>119</sup> *Alcohol in Our Lives: Curbing the Harm* (New Zealand Law Commission, 2010)
- <sup>120</sup> Examples include Melbourne Victoria, June to September 2008; Newcastle New South Wales, 2008; Sydney New South Wales, 2014; Queensland, 2016.
- <sup>121</sup> Kirkwood, L; Parsonage, P. *Evaluation of the Christchurch City one-way door intervention: final report*. (Alcohol Advisory Council of New Zealand, 2008)
- <sup>122</sup> Twenty-five inner-city bars in Dunedin took part in a one-way door trial for three months in 2008 with the lockout from 4 am. This was initiated by the Alcohol Accord, and Police reported a reduction in disorder and crime
- <sup>123</sup> Cameron MP; Brown J; et al. *A mixed-methods evaluation of the one-way door and CitySafe patrol policies in Whangarei, New Zealand*
- <sup>124</sup> Nepal S; Kypri K, et al. *Effectiveness of lockouts in reducing alcohol-related harm: systematic review* (Drug and Alcohol Review. 2018)
- <sup>125</sup> Diab J; Moore MH. *The impact of lockout laws on maxillofacial fractures in South Australia* (Journal of Craniofacial Surgery 2022)



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- <sup>126</sup> Cameron MP; Brown J; et al. *A mixed-methods evaluation of the one-way door and CitySafe patrol policies in Whangarei, New Zealand*
- <sup>127</sup> *Alcohol in Our Lives: Curbing the Harm* (New Zealand Law Commission, 2010)
- <sup>128</sup> Alcohol Healthwatch. *Cheap drinks: An exploratory audit of alcohol prices at off-licences across Tāmaki Makaurau / Auckland* (2021)
- <sup>129</sup> Parker RN; McCaffree KJ; Skiles D, *The impact of retail practices on violence: The case of single serve alcohol beverage containers* (Drug and Alcohol Review. 2011)
- <sup>130</sup> Masho SW; Bishop DL; Edmonds T; Farrell AD. *Using surveillance data to inform community action: the effect of alcohol sale restrictions on intentional injury-related ambulance pickups* (Prevention Science. 2014)
- <sup>131</sup> O'Brien L; Ramsay I; Ali P, *Innovation, Disruption and Consumer Harm in the Buy Now Pay Later Industry: An Empirical Study*. (University of New South Wales Law Journal. 2024)
- <sup>132</sup> *Alcohol in Our Lives: Curbing the Harm* (New Zealand Law Commission, 2010)
- <sup>133</sup> Sargent JD; Babor TF, *The relationship between exposure to alcohol marketing and underage drinking is causal*. (Journal of Studies on Alcohol and Drugs. 2020)
- <sup>134</sup> Swensen G. *Public space and alcohol advertising: Exploratory study of the role of local government* (International Journal of Alcohol and Drug Research. 2016)
- <sup>135</sup> Chambers T; Stanley J; et al. *Quantifying the nature and extent of children's real-time exposure to alcohol marketing in their everyday lives using wearable cameras: Children's exposure via a range of media in a range of key places*. (Alcohol and Alcoholism. 2018)
- <sup>136</sup> Pasch KE; Komro KA; et al. *Outdoor alcohol advertising near schools: what does it advertise and how is it related to intentions and use of alcohol among young adolescents?* (Journal of Studies on Alcohol and Drugs. 2007)
- <sup>137</sup> Chambers T; Stanley J; et al. *Quantifying children's non-supermarket exposure to alcohol marketing via product packaging using wearable cameras*. (Journal of Studies on Alcohol and Drugs 2019)
- <sup>138</sup> Anderson P; Bruijn A de; et al, *Impact of alcohol advertising and media exposure on adolescent alcohol use: a systematic review of longitudinal studies*. (Oxford Academic 2009)
- <sup>139</sup> Babor TF; Robaina K; et al. *Vulnerability to alcohol-related problems: a policy brief with implications for the regulation of alcohol marketing* (Addiction 2017)
- <sup>140</sup> Witteman J; Post H; et al. *Cue reactivity and its relation to craving and relapse in alcohol dependence: a combined laboratory and field study* (Psychopharmacology. 2015)
- <sup>141</sup> *St Joseph's School Pleasant Point v Singh Trading (2016) Limited* [2021] NZARLA 123
- <sup>142</sup> *Choice Liquor Mart*. [2016] NZARLA PH 252.
- <sup>143</sup> [Auckland Council Practice Note](#)
- <sup>144</sup> *Safer bottle stores – a guide to Crime Prevention through Environmental Design (CPTED)* (Health Promotion Agency 2019)
- <sup>145</sup> *Environmental Noise Guidelines for the European Region* (World Health Organization 2018)
- <sup>146</sup> *Environmental Noise and Health in New Zealand* (Ministry for the Environment 2021)
- <sup>147</sup> Randerson S, *'I feel it's unsafe to walk': Impacts of alcohol supply on public space in eight neighbourhoods, and residents' input to alcohol licencing decisions* (Te Whatu Ora 2022).
- <sup>148</sup> Northland District Health Board: [Media releases](#)

# Making a Local Alcohol Policy

Council workshop – 15 October 2024



## Agenda...

10am – Karakia

Introductions

Purpose and LAP background

Research findings

Guest speakers:

Whiria Te Muka

Medical Officer of Health

NZ Police (apologies)

Alcohol licences

Possible LAP provisions

1pm – Karakia



# 1. Purpose of workshop + LAP background...



## What is a Local Alcohol Policy (LAP)

- > **A Local Alcohol Policy (LAP) is a set of policy guidelines made by a council in consultation with its community about the sale and supply of alcohol in its district**
- > A LAP is made under the Sale and Supply of Alcohol Act 2012 (the Act)
- > A LAP only applies to licensing decisions
- > A LAP may have different conditions for different areas in the district
- > The DLC must have regard to a LAP when making decisions.



## Purpose of the workshop

- > To inform elected members re the impacts of alcohol in the Far North
- > To discuss whether a LAP should be developed for the district
- > Lead up to a formal Council decision



Council to approve  
making a LAP or not



## What can a LAP do?

A LAP can ensure:

- the sale, supply, and consumption of alcohol occurs **safely and responsibly**
- **alcohol-related harm** is minimised

Opportunity to reflect **community preferences**.

Opportunity to **influence DLC decisions**.



## LAP history in the Far North

- > **2014/15** – Council developed a Provisional LAP that was legally challenged
- > **2018** – due to mounting legal costs, Council decided to cease developing the LAP.





## Legal developments 2023

- > **May 2023** - Supreme Court case:
  - Woolworths v. Auckland Council
- > **Late 2023** - changes to the Act:
  - no Provisional LAP required (just a draft LAP)
  - no appeals against a LAP approved by Council (judicial reviews are still possible)
  - strong emphasis on community input
  - a more 'friendly' approach to DLC hearings.



## What a LAP can cover

1. location of licensed premises with reference to broad areas
2. location by proximity to sensitive sites
3. whether further licences should be issued
4. maximum trading hours
5. one-way door restrictions
6. discretionary conditions for licences.



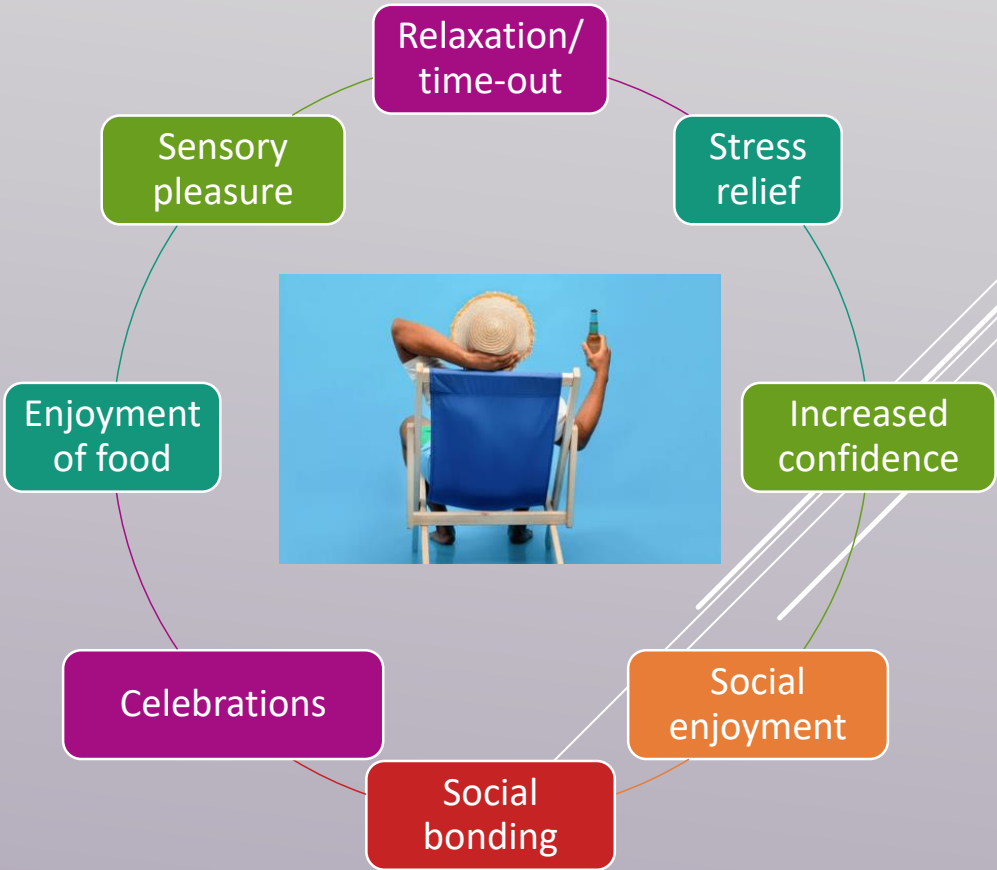
**Any questions/comments  
re what a LAP involves?**



## 2. Positive role of alcohol in the Far North...



# Positives of alcohol consumption



## Positive roles of licensed premises

- > bars, taverns, hotels, restaurants, and clubs act as social hubs
- > licensed restaurants allow people to enjoy alcohol with food
- > supermarkets, groceries, and liquor stores offer shopper convenience
- > wineries and breweries offer quality local beverages and act as tourist destinations



## Economic benefits of alcohol sales in the Far North

- > retail sales est. \$54 million per year<sup>1</sup>
- > direct employment 2023 - 168 employees<sup>2</sup>
- > indirect employment - supermarkets and grocery stores (1,420 employees), accommodation sector (876), restaurants and cafés (799)
- > support for the hospitality and tourism sectors
- > sponsorship of community groups and events.



Sources: 1) NZIER Report for Hospitality NZ 2020 – pro rata estimate 2) Infometrics Regional Profile 2023



## Discussion re the positive benefits of alcohol in the district





### 3. Alcohol consumption ...



## National picture

- > 76% of the adult population had a drink in the past year<sup>1</sup>
- > in 2023 on average every adult drinker over 15 consumed 2.2 standard drinks every day of the year<sup>2</sup>
- > annual retail sales \$3.61 billion<sup>3</sup>
- > exports \$2.09 billion<sup>3</sup>



Sources: 1) New Zealand Health Survey 2021-23 2) Stats NZ 2023 3) Hospitality NZ 2020



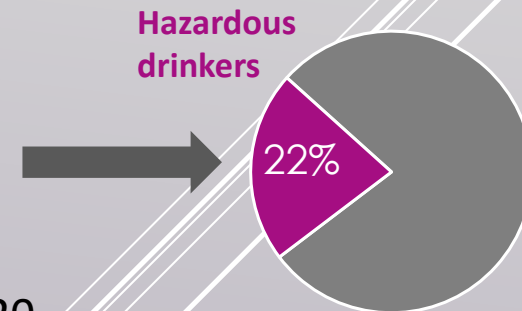
## Alcohol consumption in Northland

### Alcohol consumers

- > 83% had at least one drink in the past year (NZ 80%)

### Hazardous drinkers

- > 22% are hazardous drinkers (based on alcohol intake, dependence on alcohol, and experiences of alcohol-related harm) (NZ 21%)
- > 38% increase in hazardous drinkers 2011-14 to 2017-20



### Binge drinkers

- > 23% are frequent binge drinkers (6 or more standard drinks in a session at least **monthly**) (NZ 22%)
- > 14% are very frequent binge drinkers (6 or more standard drinks in a session at least **weekly**) (NZ 12%)



Source: NZ Health Survey 2017-20

## Northland groups who are more likely to be unsafe drinkers

	Total aged 15 plus	Higher incidence ▲	
Hazardous drinkers	25%*	Māori males	38%
		Males	34%
		Māori	32%
		Aged 25-44	30%
Frequent binge drinkers (at least monthly)	26%*	Māori males	34%
		Māori	32%
		Males	32%
Very frequent binge drinkers (at least weekly)	15%	Māori males	24%
		Males	21%
		Aged 45-64	19%
		Māori	18%

Source: NZ Health Survey 2017-20 Age standardized results

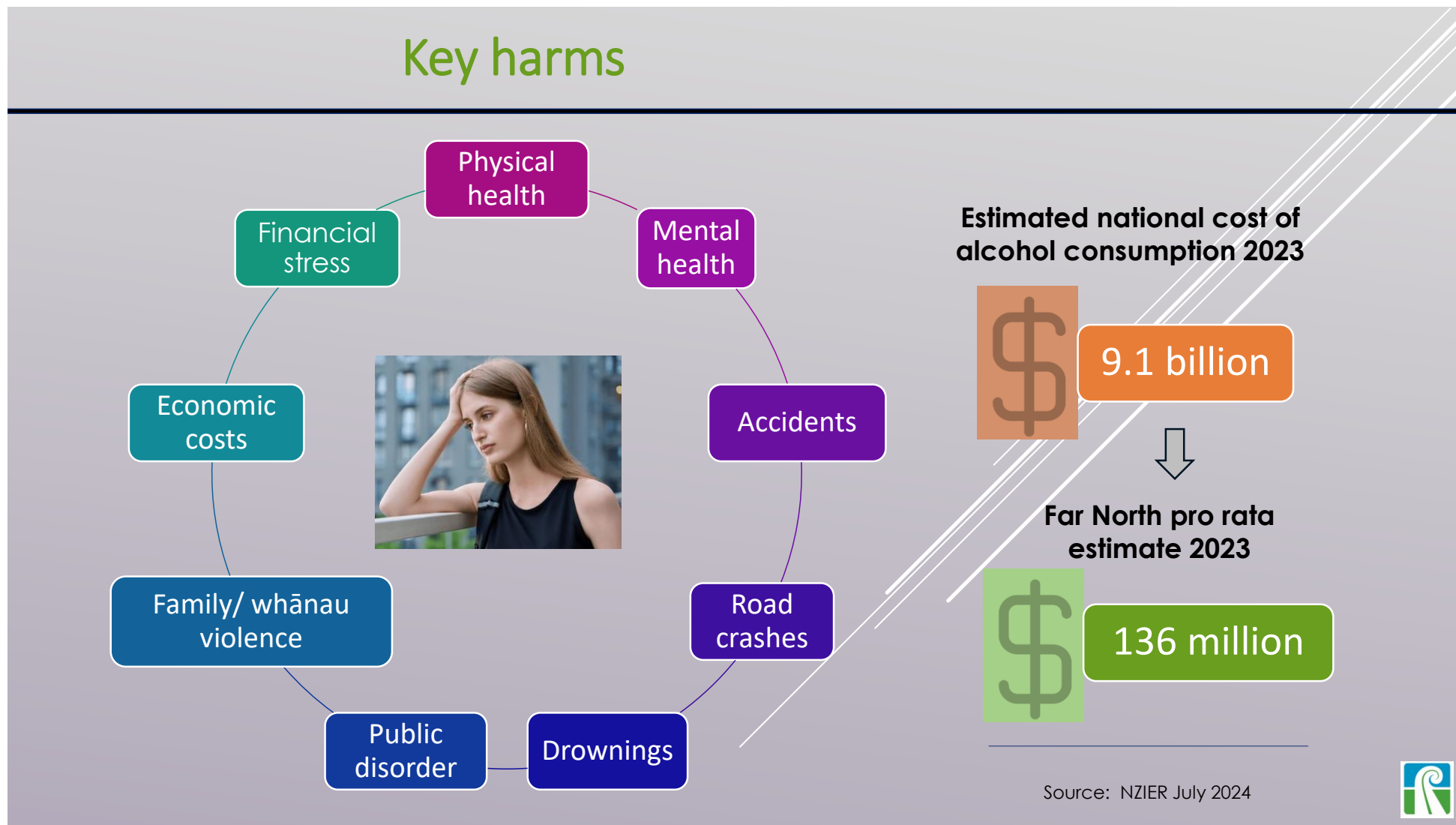


## Discussion re alcohol consumption in the district



## 4. Alcohol-related harms ...





## Alcohol-related harm in Northland - 2019-20

- > 45% of Northland adults said they experienced alcohol-related harm in the past year
- > 37% from others' drinking
- > 26% from their own drinking



Source: Alcohol Use in New Zealand Survey 2019-20





**Guest speaker:**

**Dr Ankush Mittal – Medical Officer of Health**

Public health impacts of alcohol in the district



## Physical health conditions

**Overall alcohol use has been linked to over 200 health conditions<sup>1</sup>**

### **Injuries**

- > Alcohol related injuries are some of the commonest reasons for healthcare use in emergency settings, particularly for younger groups

### **Foetal Alcohol Spectrum Disorder (FASD)**

- > Abnormal development of the foetus due to alcohol consumption during pregnancy
- > Individuals with FASD can face major physical and mental health challenges
- > Around 100-200 babies each year are estimated to be born with FASD in Northland

### **Cancers**

- > Drinking alcohol raises the risk of developing many cancers, particularly of the digestive tract and also breast cancer in women

### **Chronic Diseases**

- > long-term or heavy drinking can damage many organs and systems, particularly the liver and pancreas, and also our brain, heart, bones and blood vessels

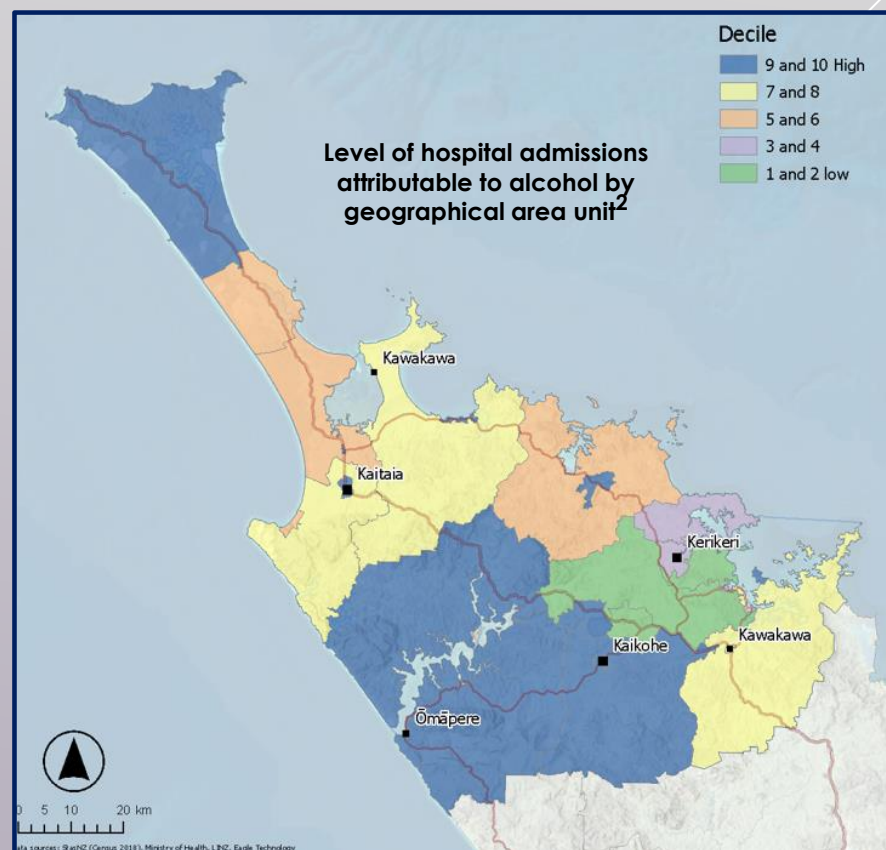


1) World Health Organisation (2024) Alcohol. Key Facts. <https://www.who.int/news-room/fact-sheets/detail/alcohol>



## Hospital admissions attributable to alcohol in the Far North

- > In an analysis completed between 2016-21, the Far North had some of the highest admission rates for hospital admissions wholly attributable to alcohol, with higher admissions in areas with greater socio-economic disadvantage



Analysis completed by Dr. Stephen Palmer, Medical Officer of Health, Central region



## Mental health disorders

- > excessive alcohol consumption is associated with depression, anxiety, bipolar disorders, psychosis, and suicidal thoughts and behaviours<sup>1</sup>
- > mental health issues can fuel alcohol use, and vice versa
- > heavy alcohol use is associated with direct and indirect pathways for brain damage, and can contribute to the risk and impact of dementia
- > from toxicology results, we believe about a quarter of all suicides in NZ involve alcohol use<sup>2</sup>



Sources: 1) NZ Health promotion Agency (2021) An Evidence Summary: Alcohol and Mental Wellbeing  
2) Acute alcohol use and suicide deaths: an analysis of New Zealand coronial data from 2007-2020  
Rose Crossin et al. NZMJ



## Discussion re the public health impacts of alcohol in the Far North



## Alcohol-related accidents and injuries

### Main types of accidents and injuries:

- **Falls** – a New Zealand study found that consuming 3+ standard drinks in the previous six hours increased the risk of a fall-related injury by about 12 times<sup>1</sup>
- **Fires** – alcohol is implicated in fatal fires in association with smoking and unattended cooking. A New Zealand study found alcohol to be a factor in 70% of fire fatalities among adults aged 17 years and over<sup>2</sup>
- **Occupational injuries** – in New Zealand, in 2003, 20-25% of occupational injuries presented at emergency departments involved intoxicated workers<sup>3</sup>
- **Injuries to children** – New Zealand reports in 2006<sup>4</sup> and 2009<sup>5</sup> found heavy parent/caregiver drinking to be associated with negative outcomes for children and adolescents including drowning, falls, motor vehicle accidents, poisoning, and suffocation.



**128,963 ACC claims** were attributable to alcohol in 2018<sup>6</sup>

Sources: 1) Alcohol Advisory Council 2011 2) NZ Fire Services Commission 2001 3) Humphrey & Casswell 2003 4) Girling & Casswell 2006  
5) Child and Youth Mortality Review Committee, 2009 6) Estimated alcohol-attributable health burden in Aotearoa New Zealand (2024)



## Water-related accidents and drowning

- > from 2014 to 2023, there were 53 drowning fatalities in the Far North<sup>1</sup>
- > 11 of these fatalities (21%) were associated with alcohol<sup>1</sup>
- > also, from 2018 to March 2024, Maritime NZ reported 3 fatalities involving marine vessels and alcohol<sup>2</sup>



Sources: 1) Water Safety NZ 2) Maritime NZ



**Guest speaker:**

**Michelle Row**

**Alcohol Harm Prevention Officer, NZ Police**

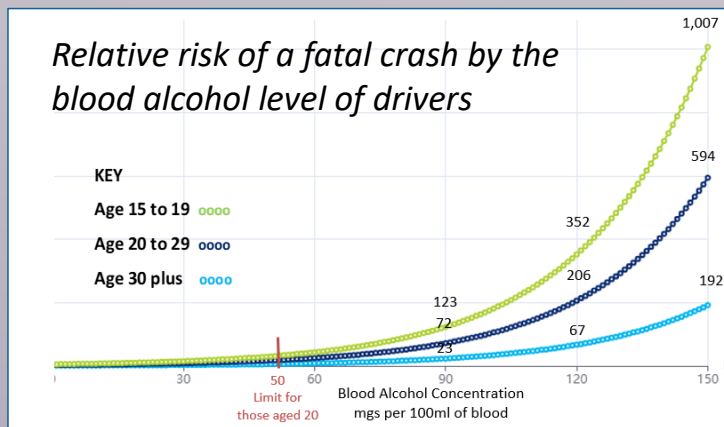
*Drink driving, road crashes, public disorder,  
alcohol-related prosecutions*





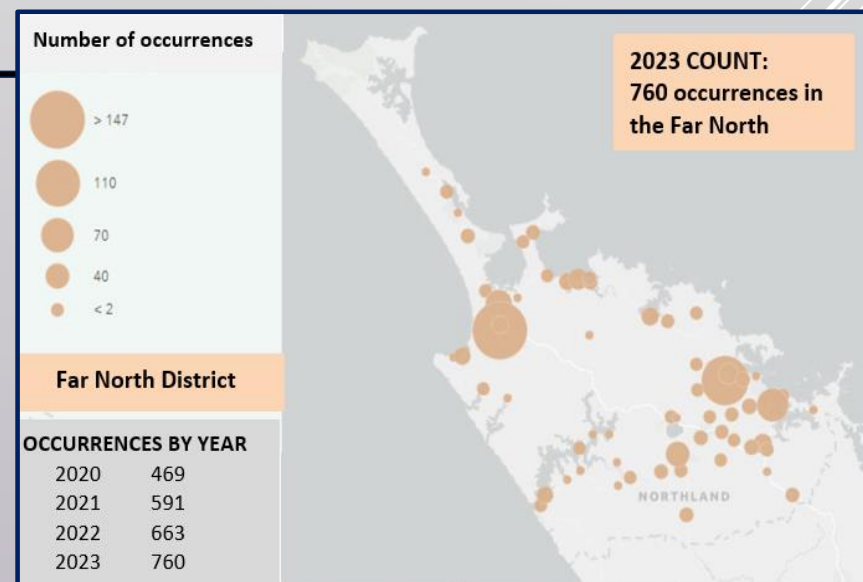
## Drink driving and road crashes

- > driving after drinking is more common in Northland than nationally (28% of drinkers aged 15+ cf. 22%)<sup>1</sup>
- > in 2023 the police recorded 760 occurrences of drink driving in the district<sup>2</sup>
- > even small amounts of alcohol increase the risk of accidents, injuries and fatalities<sup>3</sup>



Sources: 1) Alcohol Use in NZ Survey 2019-21 2) NZ police 3) Ministry of Transport

### Drink driving offences in the Far North<sup>2</sup>



### Seven hurt in two car smash in Far North



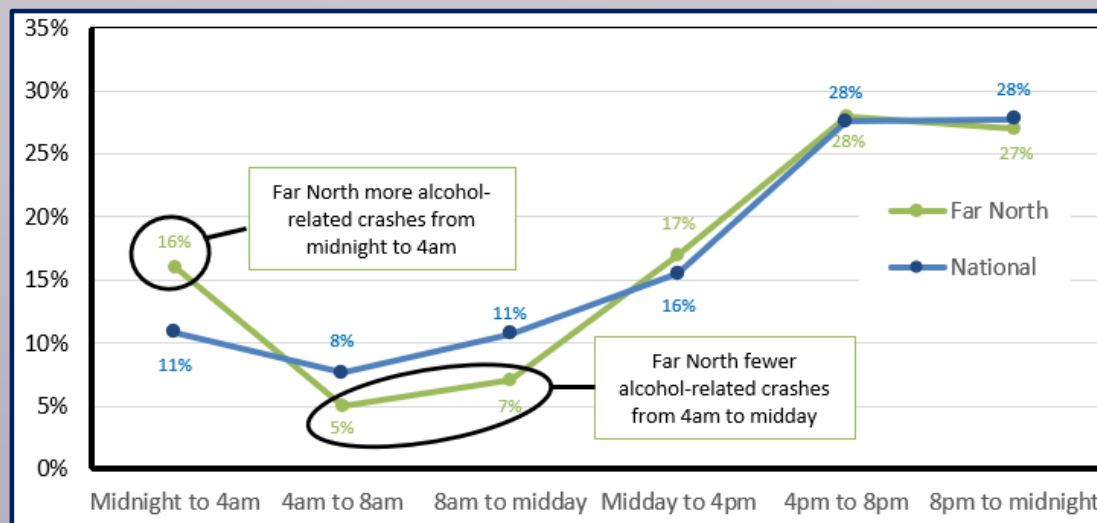
Source: Northern Advocate 6 Nov 2018



## Drug & alcohol associated deaths and injuries in crashes in the Far North

- > 2018 to 2022 - 37 fatal crashes, 35 serious injury crashes, and 159 minor injury crashes were recorded where driver alcohol and/or drugs were a contributing factor<sup>1</sup>

Timing of alcohol/drug-related crashes Far North vs. NZ - 2018-22



Source: Ministry of Transport

By head of population, the Far North was the **fifth-worst district** for deaths and serious injuries in alcohol/drug related road crashes

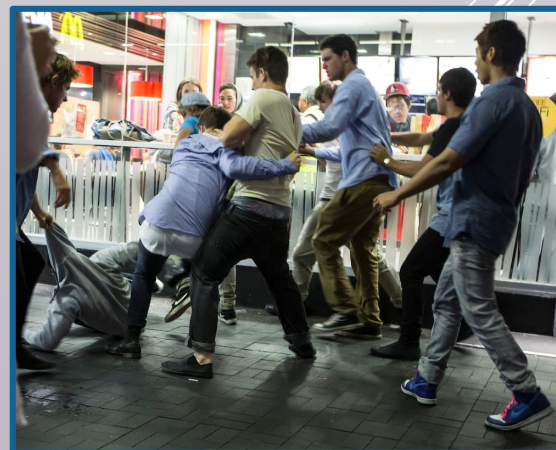


Source: NZ Geographic 2001



## Alcohol-related violence and aggressive behaviour

- > People who drink to excess have a high probability of becoming aggressive and violent
- > in NZ, alcohol is involved in:
  - 57% of sexual assaults
  - 50% of all homicides
  - 34% of family violence
  - 33% of all violence



Source: Herald on Sunday Feb 2014

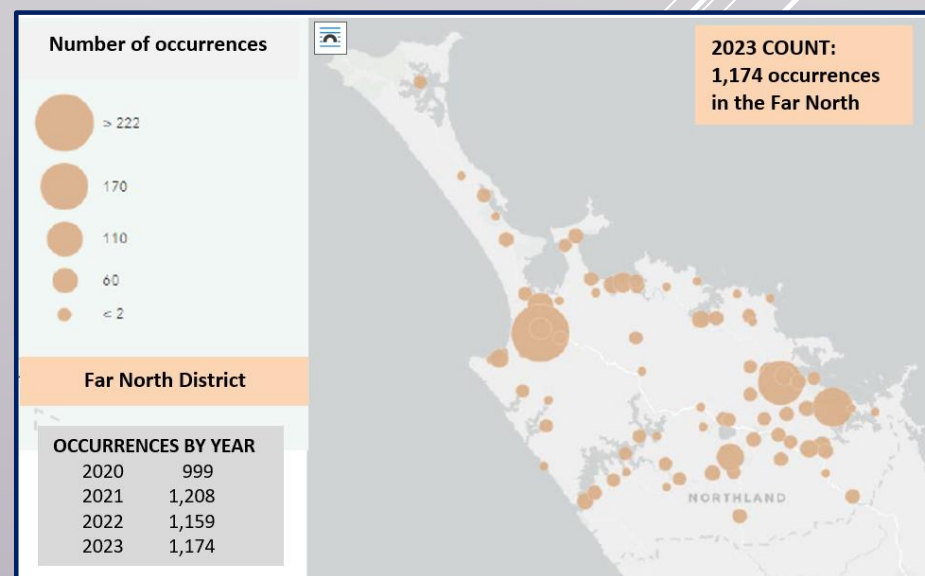
Sources: 1) Connor & Caswell 2012 2) Connor & You 2009



## Alcohol-related incidents in public places

- > people drinking in public can cause many problems for the public including:
  - being loud and unruly
  - intimidating or assaulting others
  - damaging property
  - vomiting or urinating
  - littering etc.
- > in 2023 the police were called to 1,174 alcohol-related incidents in public places in the district.

### Police calls to incidents in public places in the Far North<sup>1</sup>



Source: NZ Police



## Alcohol-related prosecutions

- > In 2023 police prosecuted 707 offenders in the Far North where alcohol was a contributing factor
- > main types of offences were:
  - traffic and vehicle offences
  - acts intended to cause injury
  - dangerous or negligent acts endangering others
- > 55% of all prosecutions in 2023 involved people aged 20 to 39
- > 64% of these offences started between 4pm and midnight.



Source: NZ Police



## Discussion re road crashes, public disorder and alcohol-related prosecutions

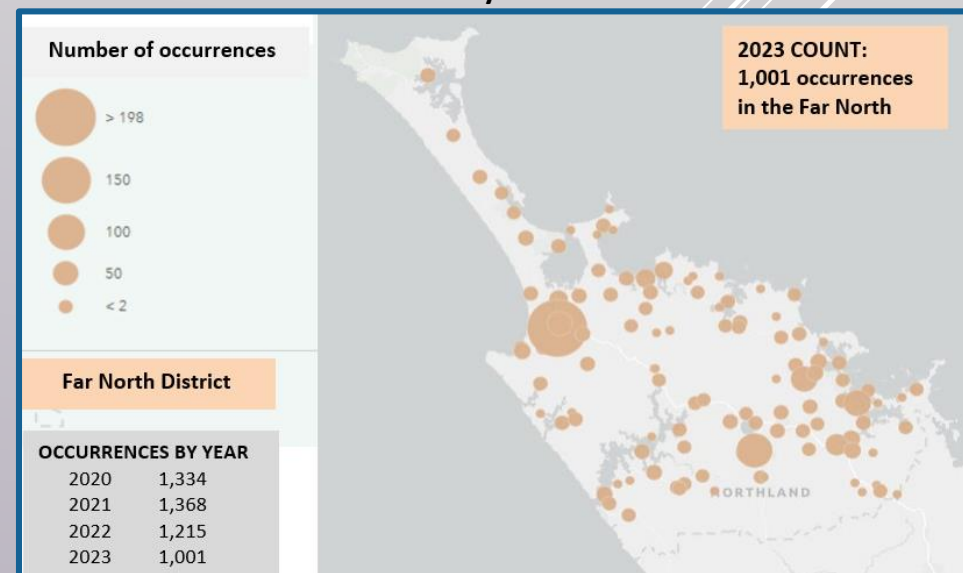




## Family/whānau violence and maltreatment of children

- > alcohol is involved in 34% of all family violence incidents in New Zealand<sup>1</sup>
- > responding to family violence accounts for 41% of frontline police officers' time<sup>2</sup>
- > across New Zealand, police respond to a family violence incident every five minutes<sup>2</sup>
- > 17% of those with a heavy drinker in their life report that their children were negatively affected by this person's drinking<sup>3</sup>
- > children's exposure to violence has been shown to impact brain development<sup>4</sup>
- > wāhine Māori are more likely than other demographic groups to experience violence committed by someone under the influence of alcohol<sup>5</sup>

### Police calls to alcohol-related family violence incidents in the Far North



Sources: 1) Connor & Casswell 2012 2) NZ Government Feb 2016 3) Casswell & You 2011  
4) Enelow & Egeland 2012 5) Alcohol Use in NZ Survey 2007-8



**Guest speaker:**

**Carol Berghan**

**CEO Te Hiku Iwi Development Trust  
and Whiria Te Muka**







**TE HIKU – CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD**

**PRESENTATION TO THE FAR NORTH DISTRICT COUNCIL  
15 OCTOBER 2024 (BY TEAMS)**

**CAROL BERGHAN CEO TE HIKU IWI DEVELOPMENT TRUST**

**ALCOHOL HARM, ALCOHOL LICENSING AND FAMILY VIOLENCE**





# WHAKAPAPA

## UNDERSTANDING THE BACKGROUND

Whiria Te Muka started collecting insights/data on the triggers of whanau harm in 2018

*Our data says:*

*alcohol is consistently the largest recorded trigger of family violence reported to New Zealand Police in Te Hiku*

Other triggers of whanau harm are: relationship issues – mental health – finances – meth – other drugs – housing – parenting – stress....other

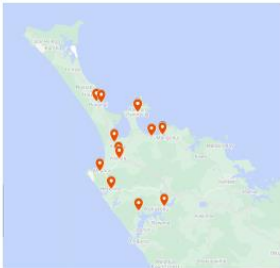
# 2022 Data for the Select Committee Presentation



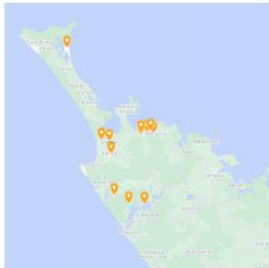
14 Club Licenses



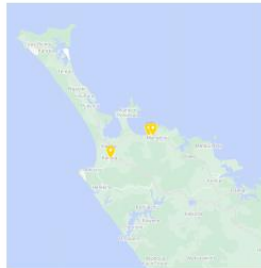
23 Off-Licenses



19 On-Licenses



18 Special Licenses



3 Temporary Licenses





# What the numbers tell us

UNDERSTANDING THE BACKGROUND.

## *111 Call outs - Family/whānau violence triggered by alcohol in Te Hiku*

Year	Number of family violence incidents reported to 111	Number and percent of incidents triggered by alcohol		Total number of people affected	Number of children aged under 17 affected
2018	976	25%	247	611	136
2019	1,390	23%	318	794	140
2020	1,632	21%	338	875	166
2021	1,539	24%	354	772	156
2022	1,505	23%	347	739	153
2023	1,376	24%	329	783	178
<b>Total</b>	<b>8,414</b>	<b>23%</b>	<b>1,933</b>	<b>4,574</b>	<b>929</b>

**5F in a can [RTD] - “kids walking around broken bottles and watching TV”**



# Creating Possibilities



**IF** Alcohol is the **consistent** lead pressure point to reported family violence in Te Hiku ō Te Ika

**IF** Reported numbers of alcohol-related family violence incidents are **nearly a quarter of 111-callouts** from 2018 to 2023 in Te Hiku

**IF** Alcohol consumption is also the consistent leading trigger to reported family violence over the **Christmas-New Year period.**

Then

Is there an over-supply of existing alcohol licenses in Te Hiku or is it something else?

Then

How would a Local Alcohol Policy (LAP) make a positive difference

Then

What can the tri-agencies do together to influence Alcohol supply and shopper behaviours in this period

The only time we saw a drop in alcohol related harm was during the Level 4 Covid-19 lockdown from March to April in 2020

## “A Local Alcohol Policy empowers” here are some of our suggestions



**ACCESS:** Make electronic copies of alcohol license applications and renewals easily accessible for those who want to make objections... in a timely and easy way.

**SOCIAL IMPACT:** Build Accountability mechanisms into LAP – require tri-agencies (Police – Health – FNDC) to report on the socio-economic impact of Alcohol sales in communities.

**ENGAGEMENT:** Include Te Hiku in the drafting and implementation of a Local Alcohol Policy (LAP) for the Far North District, test and trial with Te Hiku. We would love to create, trial and incubate with you.

**SHARED LEADERSHIP:** Iwi should receive early notice of applications or renewals as a matter of significant interest to their beneficiary groups. Currently, the Act does not require Councils to share.

**CAPABILITY:** The Act sets out a very tough process to object or to be heard. Make LAP forms/templates easy to complete. Educate and help community to actively support a fair and practical approach.

**RESOURCE THIS TO SUCCEED:** Lead from the front. The LAP will require your visible leadership and be resourced effectively.

**MONITOR-ADAPT-RESPOND:** A LAP that is fit-for-purpose, evolves and adapts.



**A LOCAL ALCOHOL POLICY EMPOWERS LOCALLY LED SOLUTIONS.**

**THE EXISTING RULES AND REGULATIONS IN THE ACT, DO NOT.**

**DEVELOPING A LOCAL ALCOHOL POLICY IS WORTHY OF YOUR VOTE.**

**PLEASE SAY YES**



**Questions/comments re Carol's  
presentation...**





## Financial harm to individuals and households

- > costs to individuals and households from excessive alcohol consumption can include:
  - the cost of purchasing alcohol
  - healthcare costs
  - police fines and court costs
  - lost wages from poor work attendance etc.
- > 12% of drinkers in Northland in 2019/20 were worried or stressed about money because of their drinking<sup>1</sup>
- > more Māori drinkers reported harms to their financial position due to their drinking, compared with European/others<sup>1</sup>
- > Māori drinkers twice as likely to be absent from their work because of their drinking<sup>1</sup>.



*“Alcohol-related spending is not limited to the purchase of alcohol. Valuable financial income can be spent replacing items broken during periods of intoxication, repaying debts or loans, as well as out-of-pocket medical costs”*

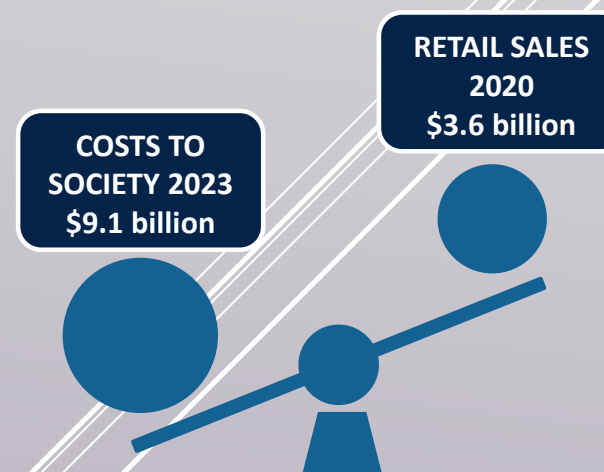
Dr Anne-Marie Laslett, La Trobe University<sup>2</sup>

Source: 1) Alcohol Use in New Zealand Survey 2018-20 2) Alcohol's Hidden Toll on Women – Latrobe University 2020



## Broad social and economic costs of alcohol

- > The estimated cost of alcohol-related harm for the country was \$9.1 billion in 2023<sup>1</sup>
- > This includes:
  - healthcare costs, including life-time care for many FASD patients
  - social welfare costs
  - policing, courts, and prison costs
  - costs of mortality from suicides, car crashes, and alcohol-related diseases
  - work productivity losses due to absenteeism and poor work performance
  - unemployment costs
  - costs of domestic violence
  - accident compensation costs, etc.



Source: NZIER Report commissioned by the Ministry of Health, June 2024



## Alcohol licences...



## Number of licences, January 2024

- > 263 licences issued for 241 premises:
  - 127 on-licences
  - 85 off-licences
  - 51 club licences.
- > 134 special licences issued in 2023
- > licence numbers show little change over the last six years, but are 18% lower than in 2008



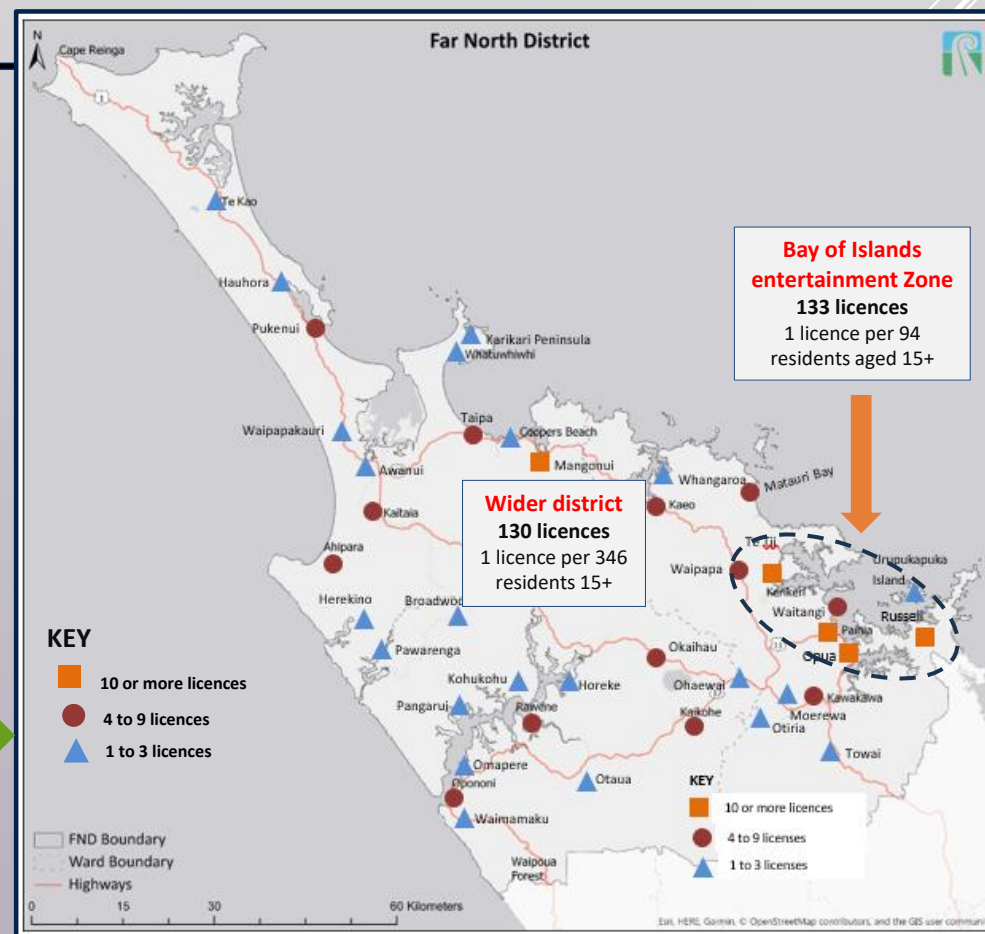
Source: Council records



## Location and density of licensed premises

- > 40 different towns in the district have alcohol licences
- > six towns account for 60% of licences (Paihia, Kerikeri, Russell, Kaitiāia, Ōpua, Mangonui, and Kaikohe)
- > 1 licence for every 219 adult residents aged 15 or more
- > concentration denser than the national average (NZ 1 licence per 373 adult residents)<sup>2</sup>
- > Note two distinct licensing Zones →

### Licensing Zones in the Far North



Sources: 1) Council records, Jan 2024 2) ARLA register of licenced premises 3) Stats NZ population statistics

## Two licensing Zones

### Bay of Islands Entertainment Zone

133 licences<sup>1</sup>

on-licences **63%**

off-licences 29%

club licences 8%

higher incomes<sup>2</sup>

less social deprivation

lower proportion of Māori residents – 21%

fewer young people – 30% aged 0-29 years

many tourists and holiday makers<sup>3</sup>



### Wider District

130 licences

33% on-licences

**36%** off-licences

**31%** club licences

lower incomes

more social deprivation

higher proportion of Māori residents – 55%

more young people – 39% aged 0-29 years

fewer tourists and holiday makers

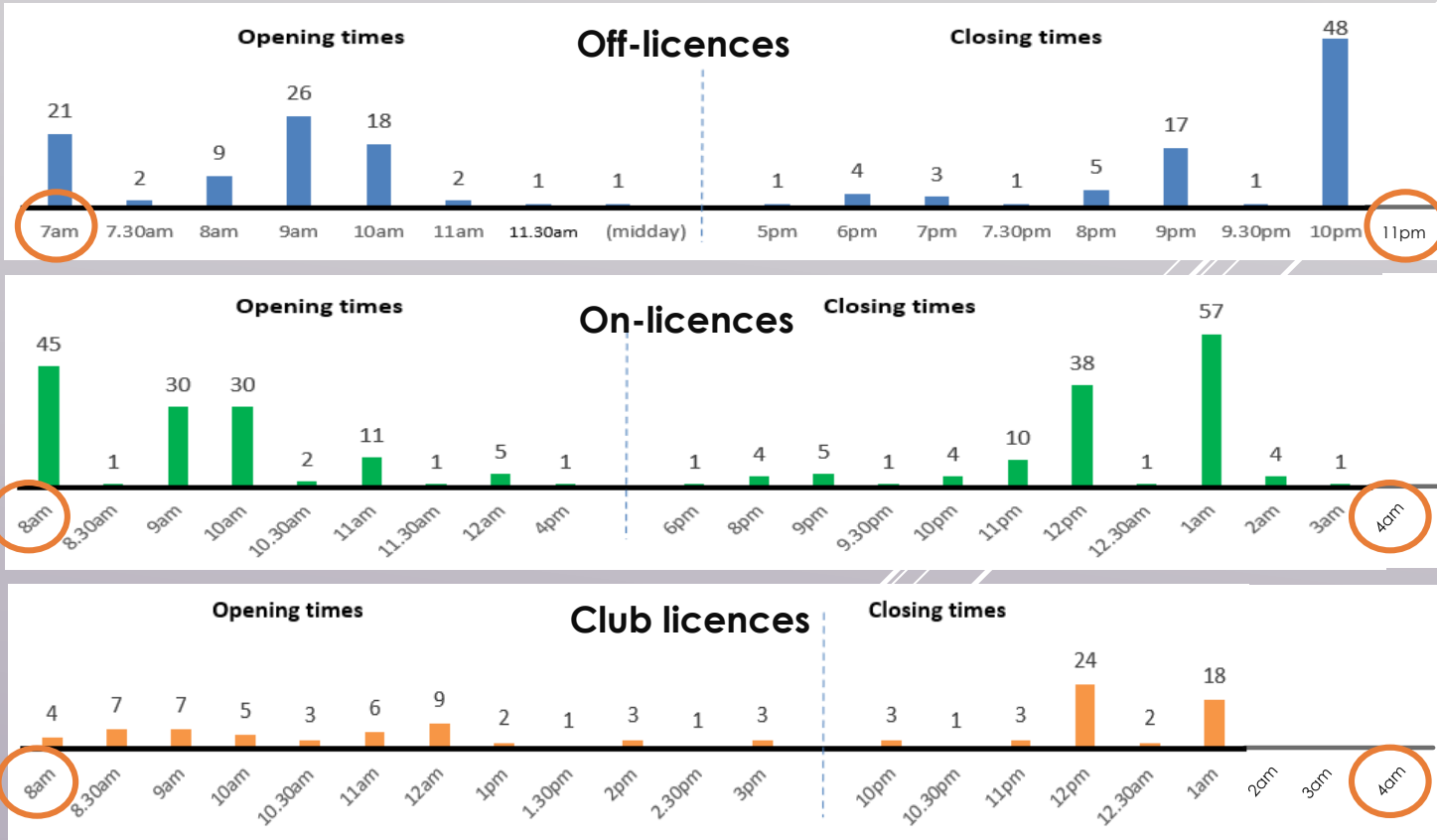


Source: 1) Council records 2) Stats NZ 2018 Census results 3) Taitokerau Destination Management Plan



Permitted trading hours of licensed premises

**KEY:**  
Default times



Source: Council records





## Actual trading hours reflect commercial decisions

### Saturday night closing times

#### Off-licenses

- > Among groceries, supermarkets & liquor stores that are permitted to remain open till 10pm, only two actually stay open till 10pm
- > The average Saturday closing time for these outlets is 8.20pm

#### On-licenses

- > Hotels, restaurants etc. permitted to close at 1am or later, either close much earlier or have no fixed closing time
- > Taverns in general stay open till 1am





**Discussion re licences...**



## Possible content of a LAP...



## Potential LAP content (will require extensive engagement to understand community preferences)

### 1. Provisions relating to broad geographic areas

Provisions could be specific to broad areas such as:

- the two Licensing Zones
- areas with high social deprivation, high levels of hospital admissions due to alcohol, high levels of domestic violence triggered by alcohol, high levels of driving under the influence, high proportions of vulnerable people.

### 2. Provisions relating to the density of licensed premises

Research studies have found high density is associated with a range of harms.

There could be a cap or sinking lid on licence numbers (district-wide or location-specific) OR a requirement that any new premise is located at least a certain distance from other premises of the same type.



## Potential LAP content cont'd

### 3. Provisions limiting the exposure of vulnerable groups to alcohol outlets

Research shows that proximity to alcohol outlets leads to earlier and heavier drinking by young people.

Limits could be placed on new outlets near sensitive sites such as schools, childcare centres, medical centres, churches and marae.

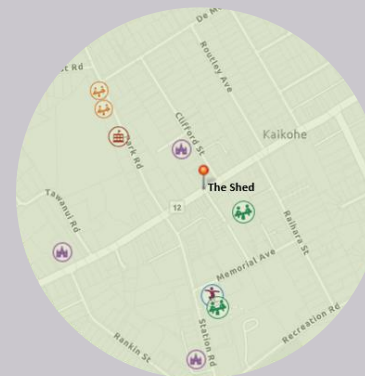
### 4. Provisions relating to trading hours

Strong NZ evidence that reducing trading hours helps minimise alcohol-related harm.

Permitted opening times of licenced premises in the district are typically similar to the default hours in the Act

Permitted closing times are earlier than the default times

Actual trading hours typically less than what is permitted.



#### Within 500 metres of The Shed, Kaikohe:

- 4 places of worship
- 2 early childhood centres
- 3 playgrounds
- 1 school

#### Super Liquor Kerikeri:

Permitted 9am to 10pm



<b>Hours: Friday</b>	<b>9 am–9 pm</b>
Saturday	9 am–9 pm
Sunday	9:30 am–7:30 pm
Monday	9 am–7:30 pm
Tuesday	9 am–8:30 pm
Wednesday	9 am–8:30 pm
Thursday	9 am–8:30 pm

## Potential LAP content cont'd

### 5. Discretionary conditions re late-night alcohol-related disorder

Disorderly behaviour by patrons leaving pubs and taverns is occurring, particularly in the Paihia.

One-way door restrictions may help. Also, provisions around security presence.



### 6. Discretionary conditions re the noise from on-licences, clubs, and special licences

Potential conditions to:

- address noise issues for specific premises
- restrict new premises near residential areas.



## Potential LAP content cont'd

### 7. Single-unit sales

Associated with impulse purchases and excessive consumption, especially by young people

The DLC is already acting in this area.



### 8. Buy Now Pay Later (BNPL) schemes

BNPL has been criticized for encouraging impulse shopping and debt.

BNPL seems contrary to the object of the Act, as it could 'promote' irresponsible drinking.

A LAP could include policies to limit or ban BNPL.



## Potential LAP content cont'd

### 9. Outdoor advertising by liquor stores

This advertising:

- often features price promotions
- may normalise alcohol sales for children and tempt heavy or problem drinkers
- can lower the aesthetic value of an area, reducing amenity values.

There is strong NZ evidence of the harm caused by this advertising to young people including tamariki Māori.

LAP provisions need to bear in mind District Plan rules on signage.



## Potential LAP content cont'd

### 10. Safety and security

Many LAPs around NZ include discretionary conditions covering safety and security.



### 11. Community input into licensing applications

The DLC would like consultation guidelines to be included in a LAP.



### 12. Minors and alcohol

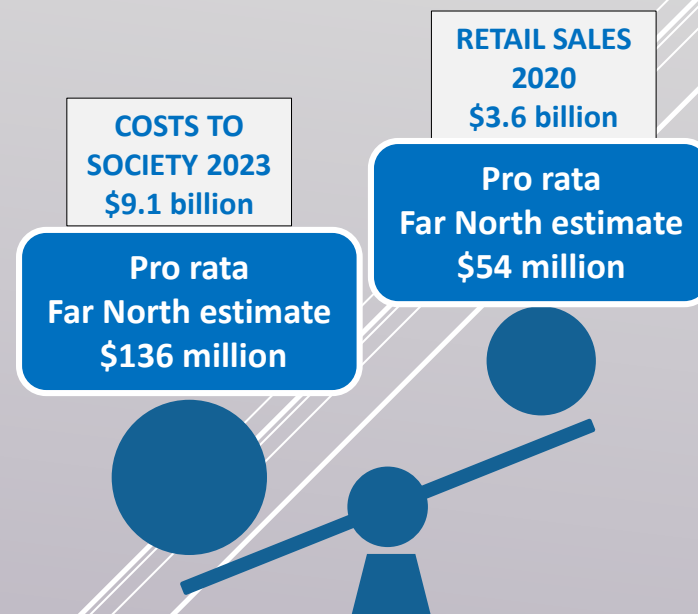
Discretionary LAP conditions could apply.





**In conclusion...**

**Should Council develop  
a LAP for the district?**



## Some advantages and disadvantages of making a LAP

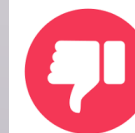
### Advantages

- Public health, wellbeing, and safety benefits
- Improving community amenity values
- Community input
- Protection of vulnerable groups
- Protection of existing licensed businesses
- Clarity of policy direction
- Greater consistency in licensing decisions
- Potential cost savings for Inspectorate and DLC



### Disadvantages

- Potential adverse impact on alcohol outlets
- Managing conflicting views
- Potential for judicial review
- Resource commitment



# Next steps



**Discussion...**





HE ARA TĀMATA  
CREATING GREAT PLACES  
*Supporting our people*

# Local Alcohol Policy

## Options Analysis Report

October 2024

### 1 Purpose

This report identifies and assesses options for developing a Local Alcohol Policy (LAP) for the Far North District and recommends a preferred option.

### 2 Context and Situation

Under the Sale and Supply of Alcohol Act 2012 (the Act), Council may make a LAP for the district, or parts of the district, stating Council's policy positions regarding licensing the responsible sale and supply of alcohol while minimising alcohol-related harm.

Council previously developed a Provisional LAP in 2013 to 2015, but in 2018, due to appeals against this Policy and the large legal costs of defending its position, Council decided to cease developing this LAP. Under the Act, Council cannot recommence developing the previous LAP, as consultation on the Provisional LAP occurred more than six years ago, in 2014.

Changes to the Act made in 2023, make it easier for the Council to develop a LAP, with the appeals process against a Provisional LAP removed. Accordingly, three key stakeholders (the Police, the District Officer of Health and Licensing Inspectors) have expressed their support for the Council to again develop a LAP.

This Options Analysis Report discusses the pros and cons of making a LAP. This Report should be read in conjunction with the Research Report that covers the alcohol-related issues and problems that a LAP could address.

### 3 Problem and Opportunity Statement

If the Council decides to develop a LAP, the Act requires the Council to have regard to the nature and severity of alcohol-related problems arising in the district. These problems are associated with the inappropriate and excessive consumption of alcohol, such as:

- physical health problems
- mental health issues
- social problems such as family/whanau dysfunction and domestic violence
- abusive behaviour, violence, and public disorder
- criminal offences including drink-driving incidents
- road crashes
- domestic accidents
- financial impacts on households
- economic impacts, including costs related to healthcare, accident compensation, and law enforcement
- problems and issues specific to licensed premises.

An opportunity exists to develop a LAP to address how licensing conditions can address these problems.

### 4 Objective

A LAP must reflect the purpose of the Act stated in section 4(1):

"to ensure:

- a) the sale, supply, and consumption of alcohol is undertaken safely and responsibly; and
- b) the harm caused by the excessive or inappropriate consumption of alcohol is minimised".

## 5 Options to make a LAP or not

There are two options:

1. to develop a LAP for the district
2. not to develop a LAP.

Advantages and disadvantages of these options are summarised below:

Options	Advantages	Disadvantages
<b>1) Develop a LAP for the district (recommended)</b>	<p><b>Public health, wellbeing, and safety benefits</b> The research findings indicate a reasonable likelihood that policies made under a LAP will reduce the effects of alcohol-related harm in the district which are at a high level compared with other districts</p> <p><b>Community input</b> A LAP can enable alcohol licensing decisions to take account of community preferences. The changed legislative context should strengthen Council's ability to develop a LAP based on, or influenced by, the preferences of the community.</p> <p><b>Protection of vulnerable groups</b> Possible LAP provisions regarding the location of licensed premises in relation to sensitive sites such as schools, playgrounds, medical facilities, and marae could help protect vulnerable groups from alcohol-related harms.</p> <p><b>Protection of existing licensed businesses</b> Possible LAP provisions regarding the number and location of new licensed premises could protect existing businesses from competition.</p> <p><b>Initial support from key stakeholders</b> The Police, the Medical Officer of Health, the DLC, and the majority of Alcohol Licensing Inspectors support making a LAP.</p> <p><b>Clarity of policy direction</b> A LAP would give the DLC and alcohol outlets clear direction regarding Council's intentions for alcohol licensing.</p> <p><b>Greater consistency in licensing decisions</b> The District Licensing Committee will have a point of reference for all licensing decisions which it must consider in its decisions.</p> <p><b>Potential cost savings</b> Having a LAP may lead to a decrease in the number of objections made against individual licence applications and consequently fewer costly hearings.</p>	<p><b>Adverse impact of LAP provisions on alcohol outlets</b> Licensed businesses may be adversely affected by possible LAP provisions such as reduced trading hours.</p> <p><b>Managing conflicting views</b> Council should be prepared to manage opposing viewpoints from stakeholders with a high interest in having a LAP, and to accept that its decisions in this area may not satisfy all parties equally.</p> <p><b>Potential for judicial review</b> Judicial review is still possible despite the amendments to the Act. Defending a judicial review is costly and time consuming.</p> <p><b>Resource commitment</b> Developing a LAP is resource intensive, with extensive engagement required with the community and significant staff time involved in drafting the LAP and analysing submissions.  Reviewing a LAP at least every six years will involve one-off costs and require significant staff resources from Council teams.</p>

Options	Advantages	Disadvantages
2) Do not develop a LAP for the district	<p><b>Licensed premises would not be adversely affected by LAP provisions</b> For example, licensing provisions in a LAP that may apply to trading hours and the location of licensed premises would not apply</p> <p><b>Council will avoid an issue that is likely to have conflicting views</b></p> <p><b>A judicial review will not occur</b> Council will avoid the time and cost of responding to a potential judicial review</p> <p><b>Resources will not be committed to LAP development and review</b> Developing a LAP is resource intensive, with extensive engagement required with the community and significant staff time involved in drafting the LAP and analysing submissions.</p> <p>Reviewing a LAP at least every six years will involve one-off costs and require significant staff resources from Council teams.</p>	<p><b>Failure to address public health, wellbeing, and safety issues in the community</b> The opportunity will be lost to reduce the level of alcohol-related harm in the district.</p> <p><b>Community input</b> The Council will not benefit from the community's feedback into addressing alcohol-related harm.</p> <p><b>Missed opportunity to protect vulnerable groups</b> LAP provisions regarding the location of licensed premises in relation to sensitive sites would not be in place.</p> <p><b>Missed opportunity to protect existing licensed businesses</b> LAP provisions regarding the number and location of new licensed premises that could protect existing businesses from competition would not be in place.</p> <p><b>Lack of a LAP would disappoint key stakeholders</b> The Police, the Medical Officer of Health, and the majority of Alcohol Licensing Inspectors would be disappointed if a LAP is not developed.</p> <p><b>Lack of policy direction</b> The DLC will not benefit from policy advice from the Council regarding its decisions.</p> <p><b>Potential inconsistency in licensing decisions</b> The DLC will lack a point of reference for its licensing decisions.</p> <p><b>Potential cost savings will not occur</b> Cost savings through fewer licensing objections and hearings will not occur</p>

#### Recommendation

On balance, Option 1 (develop a LAP for the district) is recommended because:

- there are extensive problems and harms associated with the inappropriate consumption of alcohol in the district, and there is a reasonable likelihood that a LAP could address these issues
- developing a LAP will enable alcohol licensing decisions to reflect community preferences
- a LAP may protect existing licensed businesses
- a LAP will lead to clarity of policy direction from the Council and greater consistency in licensing decisions by the DLC
- a LAP can potentially lead to cost savings through a decrease in the number of objections made against individual licence applications and fewer costly hearings.

## 6 Detailed Options

### Specific matters that may be covered in a LAP

Section 77 of the Act states a LAP and may include provisions relating to:

- the location of licensed premises with reference to broad areas
- proximity to other licensed premises or proximity to facilities of particular kind/s
- whether further licenses of particular kind/s should be issued in the district or parts of the district
- maximum trading hours, which may be more or less restrictive than the national maximum default trading hours. Under the Act, the national default maximum trading hours without a LAP are:
  - 8am to 4am on the next day for on-licenses and club-licenses

- 7am to 11pm on the same day for off-licenses
- e) issuing of licenses subject to discretionary conditions
- f) one-way door restrictions.

Conditions attached to special licenses (that apply to temporary events) cannot include a) and b) above.

**Discussion of these specific matters**

Section 11 of the Research Report discusses:

- how including these matters in a LAP could address alcohol-related problems and harms in the district
- the pros and cons of covering these matters in a LAP
- how other Councils have addressed these matters in their LAPs
- the local situation regarding these matters in the Far North

**Need to assess community preferences before recommendations can be made on these specific matters**

In the Supreme Court case *Woolworths and Foodstuffs North Island v. Auckland Council* 2023, the Court stated that a LAP must be based on community preferences.

If the Council resolves that a LAP should be developed for the district, in the Design Stage of the LAP extensive community engagement will take place to assess community preferences before recommendations on the content of the draft LAP can be made.



**Draft Policy # 3118 - Local Alcohol Policy 2014****1 Background**

The Sale and Supply of Alcohol Act was enacted by Parliament in December 2012.

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

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

Alcohol related harm is defined very widely and includes any crime, damage, death, disease, disorderly behaviour, illness or injury, and harm to individuals or the community, either directly or indirectly caused by excessive or inappropriate alcohol consumption

Through a LAP, the community is able to:

- Limit the location of licensed premises in particular areas or near certain types of facilities, such as in specific neighbourhoods or near schools or churches;
- Limit the density of licensed premises by specifying whether new licences or types of licences should be issued in a particular area;
- Impose conditions on groups of licences, such as a "one-way door" condition that would allow patrons to leave premises but not enter or re-enter after a certain time;
- Recommend discretionary conditions for licences;
- Restrict or extend the default maximum trading hours set in the Act, which are:
  - 8am - 4am for on-licences (such as pubs and restaurants)
  - 7am - 11pm for off-licences (such as bottle stores and supermarkets).

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

The Act outlines what content a territorial authority may include in their LAP.

- Section 77 of the Act outlines what policies may be included in a LAP. No other policies except those listed under that section can be included in a LAP.
- Section 78 of the Act lists the matters a local authority must have regard to when producing a draft policy.
- In addition a territorial authority must not produce a draft policy without having consulted the Police, licensing inspectors, and Medical Officers of Health.
- Section 93 of the Act allows a LAP to contain a policy more restrictive than the relevant district plan, but a LAP policy cannot authorise anything forbidden by the relevant district plan.

This LAP is intended to set a clear framework which will be applied to all applications for on, off, club and special licences, temporary authorities and managers certificates within the Far North District. Once the LAP comes into force, Council's District Licensing Committee (DLC) and the Alcohol Regulatory Licensing Authority (ARLA) must have regard to the policy when they make decisions on licence applications

### **Authority Statements and Case Law**

The Far North District Licensing Committee shall give all due regard to any statement issued by the Alcohol Regulatory and Licensing Authority pursuant to section 176 of the Act when interpreting this policy and determining licence applications, and to any relevant decisions issued by the Authority.

## **2 POLICY OBJECTIVES**

*The objective of this policy is to balance the reasonable needs of the residents of the Far North District regarding the sale, supply and consumption of alcohol, while addressing the statutory requirements of the Sale and Supply of Alcohol Act 2012, including the object of the Act to minimise the harm caused by excessive or inappropriate consumption of alcohol.*

## **3 POLICY STATEMENTS**

### **On-licences**

#### **Introduction**

An on-licence premise is one where consumption of alcohol is authorised on the premises from which it is sold. Common examples include hotels, taverns and restaurants. Section 14 of the Act states:

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

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

Policies relating to On-licences also apply to:

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

#### **Location of premises holding on-licences by reference to broad areas**

New on licence premises shall not be limited to any specific areas except by resource consent, or subject to the following policies in this section.

### **3.1 Location of premises holding on-licences by reference to proximity to premises of a particular kind or kinds**

When considering a new licence application in respect to a new premise, the Far North District Licensing Committee will have regard to the proximity of that proposed premise to other licensed premise(s) where it considers this relevant.

### **3.2 *Location of premises holding on-licences by reference to proximity to facilities of a particular kind or kinds***

In addition to (3.1) above, an on-licence will not be issued in respect to any new premises on any site where it directly borders within 100 metres (where it is both sensible and practicable to do so) to any school, early childcare facility, place of worship, or community facilities especially those catering to children, existing at the time the premises is established, unless it can be demonstrated that the hours, signage or operation of the premises will have no impact on those facilities. "Directly borders" includes across any road from such facility, within the 100 metre range.

If it is not sensible or practicable to apply a 100 metre proximity policy then the distance becomes a discretionary condition. The DLC will determine the maximum distance to be applied – up to 100 metres. If the DLC determines that the effect of a less than 100 metre distance is minimal then the decision will be made on the papers. However, if the DLC considers that the effect will not be minimal, then the application will go to a full DLC hearing.

Renewal of a licence shall be unaffected on the grounds that such a facility later moves to a site which borders an existing licensed premise.

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

The District Licensing Committee shall have regard to the proximity of any proposed new off licence premise to a public park, car park or reserve particularly where that park, car park or reserve is within a liquor ban area prescribed by a bylaw.

### **3.3 *Further issuing of on-licences in the District***

This policy does not limit the number of on licence premises in the Far North District or restrict the issue of new licences, provided the other policy criteria are met.

### **3.4 *Maximum trading hours for premises holding on-licences***

No on-licence shall be issued or renewed for any hotel, tavern, restaurant or café premises with trading hours that exceed the following (subject to sections 46 and 47 of the Act):

Monday to Sunday 8:00am to 1am the following day

On-licence premises requiring extensions to Monday to Sunday 8:00am to 1am the following day can apply for a special licence (see section 6: Special licences). Special licences allow the sale and consumption of alcohol at events or occasions on premises outside their normal licence conditions and hours, and are in force for the date and time of the event only. "Event includes an occasion or gathering; and any of a series of events"

Any outdoor dining area will not have trading hours that exceed 8:00am to 1am on any day or am on the next day.

Any function centre or other premises not defined above will be subject to trading hours at the District Licensing Committees discretion but shall not exceed: (a) Monday to Sunday 8:00am to 1am the following day

### **3.5 Discretionary conditions of on-licences**

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

- (a) Prohibited persons
- (b) Management of premises
- (c) People or kinds of people to be served
- (d) Low and non-alcoholic beverages
- (e) Transport options
- (f) Exclusion of the public
- (g) Proximity; when a 100 metre distance cannot sensibly be applied to achieve the aims of the policy

### **3.6 One-way door restrictions**

An optional one-way door restriction of one-hour prior to maximum closing time shall apply on Sunday to Saturday nights to any hotel or tavern premises with a midnight or later closing time.

This condition may be added to licences as they are issued or renewed.

## **4 OFF-LICENCE**

### ***Introduction***

An off licence premise is one where consumption of the alcohol occurs away from the premises from which it is sold. Common examples include supermarkets and bottle stores.

Section 17 of the Act states:

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

#### **4.1 Density of premises holding off-licences**

The density of off-licence premises is a major concern for the community and Council in consideration of achieving the purpose and principle of the act. Council wants to ensure that affected persons views are considered at a local level; therefore:

**All** new off licence applications will be determined by the DLC to address compliance with the act

Subject to the policy statement above, new off licence premises shall not be limited to specific areas, unless excluded by resource consent.

Endorsed remote sellers are excluded pursuant to section 40 of the Act

#### **4.2 Location of premises holding off-licences by reference to proximity to premises of a particular kind or kinds**

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

Licensees of premises holding both an on and off licence shall ensure there is a separate point of sale and supply for the off licence if a totally separate area or premise is not practical.

#### **4.3 Location of premises holding off-licences by reference to proximity to facilities of a particular kind or kinds**

An off-licence 100 metres (where it is both sensible and practicable to do so) to any school, early childcare facility, place of worship, or community facilities especially those catering to children, existing at the time the premises is established, unless it can be demonstrated that the hours, signage or operation of the premises will have no impact on those facilities. "Directly borders" includes across any road from such facility, within the 100 metre range.

If it is not sensible or practicable to apply a 100 metre proximity policy then the distance becomes a discretionary condition. The DLC will determine the maximum distance to be applied – up to 100 metres. If the DLC Chair determines that the effect of a less than 100 metre distance is minimal then the decision will be made on the papers. However, if the DLC Chair considers that the effect will not be minimal, then the application will go to a full DLC hearing.

Renewal of an off-licence shall be unaffected on the grounds that such a facility later moves to a site which borders an existing licensed premise.

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

The District Licensing Committee shall have regard to the proximity of any proposed new off-licence premise to a public park, car park or reserve particularly where that park, car park or reserve is within a liquor ban area prescribed by a bylaw.

#### **4.4 Further issuing of off-licences in the District**

This policy does not limit the number of off licence premises or restrict the issue of new licences, provided the other policy criteria are met.

#### **4.5 Maximum trading hours for premises holding off-licences**

No off licence shall be issued or renewed in respect to any premise, including supermarkets and grocery stores, with trading hours that exceed the following (subject to section 48):

- (a) Monday to Sunday 9 am to 10 pm

#### **4.6 Discretionary conditions of off-licences**

In accordance with sections 116(1) and 117 the District Licensing Committee may impose discretionary conditions in relation to the following matters (in addition to those required by section 116(2)) or any other reasonable condition:

- (a) Prohibited persons
- (b) People or kinds of people to be served
- (c) Kinds of alcohol to be sold
- (d) Proximity; when a 100 metre distance cannot sensibly be applied to achieve the aims of the policy

### **5 CLUB LICENCE**

#### **Introduction**

A club is a body corporate having as its object (or as one of its objects) participating in or promoting a sport or other recreational activity, otherwise than for gain; or is a body corporate whose object is not for gain; or holds permanent club charter.

Section 21 of the Act states:

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

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

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

**5.1 Location of premises holding Club licences by reference to broad areas**

New licensed club premises should be located at, or in close proximity to, the sports grounds or other facilities used by the club, if relevant.

**5.2 Location of premises holding Club licences by reference to proximity to premises of a particular kind or kinds**

The District Licensing Committee shall have regard to the proximity of any proposed new club premises to any other existing premise(s) when considering a new licence application.

**5.3 Location of premises holding Club licences by reference to proximity to facilities of a particular kind or kinds**

The District Licensing Committee shall have regard to the proximity of any proposed new club premises to any school, early childcare facility, place of worship or residential area.

This policy does not limit the number of club licence premises or restrict the issue of new licences, provided the other policy criteria are met.

**5.4 Maximum trading hours for premises holding Club licences**

The District Licensing Committee will have regard to the days and hours of operation, and the type of activities undertaken by the club, in setting club hours.

No club licence shall be issued or renewed with trading hours that exceed the following:

- (a) Monday to Sunday 8 am to 1 am (Subject to section 46 of the Act)

**5.5 Discretionary conditions of Club licences**

In accordance with sections 110(1) and 117 of the Act the District Licensing Committee may impose discretionary conditions regarding the following matters, in addition to those conditions required by section 110(2):

- (a) Prohibited persons
- (b) Management of premises
- (c) People or kinds of people to be served
- (d) Low and none alcoholic beverages
- (e) Transport options
- (f) Exclusion of the public
- (g) Proximity
- (h) Provision of food

### **5.6 One-way door restrictions relating to Club licences**

The District Licensing Committee may impose a one-way door condition on any Club licence where it believes this is warranted. The one-way door restriction shall not apply any earlier than two hours before the normal closing time of the premises.

This condition may be added to a licence at the time of issue or renewal.

## **6 SPECIAL LICENCES**

### ***Introduction***

Special licences allow the sale and consumption of alcohol at events or occasions on premises that are unlicensed, or licensed premises that would be outside their normal licence conditions. They can permit on-site or off-site sales, and are in force for the date and time of the event only.

“Event includes an occasion and a gathering, and any of a series of events”.

### **6.1 Issuing of special-licences in the District**

The District Licensing Committee, subject to section 41 of the Act, may refuse a special licence or licences where it would be more appropriate for the applicant to apply for an on, off or club licence, or for the variation of an existing licence.

There are no restrictions on the number of application to the DLC, made by any applicant, per year.

### **6.2 Maximum trading hours for premises holding special licences**

Special licences for premises that are not otherwise licensed will not be issued with trading hours beyond 1am the day following the event, except in exceptional circumstances as determined by the District Licensing Committee.

Where the applicant for a special licence already holds an on, off or club licence with the maximum hours permitted for that type of licence under this policy, a special licence with greater hours will be determined by the District Licensing Committee.

### **6.3 Discretionary conditions of special licences**

In accordance with sections 146 and 147(1) the District Licensing Committee may impose discretionary conditions regarding the following matters, in addition to those required by section 147(3):

- (a) Sale and supply to prohibited persons
- (b) People or kinds of people to be served
- (c) The kind or kinds of alcohol that may be sold or delivered
- (d) The provision of food for consumption on the premises
- (e) The provision of low and non-alcoholic beverages
- (f) The provision of information relating to transport options
- (g) Exclusion of the public
- (h) Restricting the types of containers used for sale or supply



- (i) The provision of an acceptable event management plan
- (j) The filing of returns
- (k) Conditions of a kind subject to which a licence may be issued under section 110 (on or club licence) or 116 (off licence)
- (l) Any reasonable condition not inconsistent with the Act.

#### **6.4 One-way door restrictions**

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

### **7 TEMPORARY AUTHORITIES**

All temporary authority applications will be passed to the Police to give them an opportunity to inquire into the application.

Pursuant to section 136(4)(c) every temporary authority will be subject to a condition that no second or subsequent temporary authorities will be issued in respect to the same premises and licensee unless a full licence application has already been filed.

**Definitions**

**"Authorised customer"** in relation to premises a club licence is held for, means a person who—

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

**"Airport bar"** means premises that are within or attached to an airport; and used or intended to be used in the course of business principally for selling or supplying alcohol to air travelers arriving at or departing from the airport – this definition is included because increased travelers through Bay of Islands Airport may mean a bar licence is applied for.

**"Authorised visitor"** in relation to premises a club licence is held for, means a member of some other club with which the club concerned has an arrangement for reciprocal visiting rights for members.

**"Café"** shall have the same meaning as "restaurant"

**"Club"** means a body that—

- (a) is a body corporate having as its object (or as one of its objects) participating in or promoting a sport or other recreational activity, otherwise than for gain; or
- (b) is a body corporate whose object is not (or none of whose objects is) gain; or
- (c) holds permanent club charter

**"District Licensing Committee"** means the Far North District Licensing Committee appointed pursuant to section 186 of the Act

**"Early childcare facility"** includes any crèche, childcare centre, kindergarten, kohanga reo play centre or Plunket rooms or any other place (excluding a school) where five or more children receive care or education.

**"Facility"** includes a place of worship, school or early childcare facility

**"Grocery store"** has the meaning given by section 33(1) of the Act.

**"Hotel"** means premises used or intended to be used in the course of business principally for providing to the public—

- (a) lodging; and
- (b) alcohol, meals, and refreshments for consumption on the premises

**"Large scale event"** means an event to which section 143 of the Act applies.

**"Mini bars"** Hotel in-room minibars are exempt from these restrictions and are accessible 24 hours per day

**"Night-club"** a place of entertainment - open at night which normally provides music and space for dancing and may provide a show

**"Off-licence"** on the premises an off-licence is held for, the licensee can sell alcohol for consumption somewhere else

**"One-way door restriction"** in relation to a licence, is a requirement that, during the hours stated in the restriction,—

- (a) no person is to be admitted (or re-admitted) into the premises unless he or she is an exempt person; and
- (b) no person who has been admitted (or re-admitted) into the premises while the restriction applies to the licence is to be sold or supplied with alcohol

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

- (a) can sell and supply alcohol for consumption there; and
- (b) can let people consume alcohol.

**“Outdoor dining area”** means an area of a premise holding an on-licence or club licence that is outside of the building which includes any part of a public footpath, pavement or other public place.

**“Place of worship”** includes any church, mosque or other facility designed primarily for worship and related religious activities.

**“Premises”** includes

- (a) a conveyance; and
- (b) includes part of any premises; and
- (c) in relation to a licence, means the premises it was issued for

**“Prohibited persons”** are persons to whom alcohol cannot be served including minors and intoxicated persons and in the case of clubs any person who is not an authorised customer

**“Public park”** means any park, reserve, playground, garden or similar public place maintained by the Local Authority for recreation purposes.

**“Remote Seller”** means a business that sells by telephone or internet. Delivery is usually by courier service. Remote sellers can require purchasers to declare at least twice that they (or the intended recipient) are over the purchase age either through tick boxes, or entering their birth date, (for internet and catalogue sales) or verbally (for telephone orders).

**“Restaurant”** means premises that—

- (a) are not a conveyance; and
- (b) are used or intended to be used in the course of business principally for supplying meals to the public for eating on the premises

**“School”** includes any primary, intermediate or secondary school and any kura kaupapa

**“Special Licence”** means the type of licence detailed in section 22 of the Act.

**“Supermarket”** has the meaning given by section 32(1)(e) of the Act.

**“Tavern”** (a) means premises used or intended to be used in the course of business principally for providing alcohol and other refreshments to the public

**“Temporary Authority”** means a temporary authority order issued and in force under section 136 of the Act

**“The Act”** means the Sale and Supply of Alcohol Act 2012

## **7.8 FUTURE OF SEVERELY AFFECTED LOCATIONS (FOSAL) PROPOSED BUYOUT & RELOCATION POLICY**

**File Number:** A4975532

**Author:** Esther Powell, Manager - Climate & Action Resilience

**Authoriser:** Angie Thomas, Acting Chief Financial Officer

### **TAKE PŪRONGO / PURPOSE OF THE REPORT**

To provide an update on the Future of Severely Affected Locations (FOSAL) Programme as of 18 November 2024 and to provide an update on the public consultation undertaken on the Proposed FOSAL Buyout and Relocation Policy.

### **WHAKARĀPOOTO MATUA / EXECUTIVE SUMMARY**

- In June 2024, funds were allocated through the Long-Term Plan to assess properties against FOSAL criteria
- Council expedited the FOSAL process by undertaking concurrent workstreams to develop a buyout and relocation policy while evaluating properties
- The Proposed FOSAL Voluntary Buyout and Relocation Policy underwent public consultation from 26 September to 10 October 2024
- 21 submissions received (18 online, 3 via email), 52% supported Council's participation in FOSAL, 38% opposed, and 10% were unsure
- In November 2024, it was determined that no properties in the district qualify for the FOSAL Programme therefore the Policy is not required
- While no properties qualify under FOSAL, one general title property and several marae face ongoing risk
- Council staff are working with the Cyclone Recovery Unit (CRU) and Northland Regional Council (NRC) on potential interventions to reduce risk on these properties.

### **TŪTOHUNGA / RECOMMENDATION**

**That Council:**

- a) Acknowledge that there are no residential properties in the Far North District that meet the FOSAL criteria; and**
- b) Does not adopt the Proposed FOSAL Buyout and Relocation Policy as there are no properties that meet the FOSAL criteria in the Far North.**

### **1) TĀHUHU KŌRERO / BACKGROUND**

The FOSAL Programme aims to remove people from danger by identifying intolerable risk to human life from future extreme weather events. As a one-time, post-event programme, FOSAL supports recovery from the severe 2023 North Island Weather Events (NIWE), including Cyclones Hale and Gabrielle and the Auckland Anniversary Floods as defined under s4 of the Severe Weather Emergency Recovery Legislation Act 2023.

In June 2024, Council resolved to invest funds through the Long-Term Plan, to investigate whether any properties within the district meet the criteria of the central government FOSAL Framework.

Council was instructed to accelerate and optimise the FOSAL Programme by the Minister for Emergency Management. In response staff hastened the process by undertaking concurrent work streams to develop a buyout and relocation policy while it was still establishing if there were properties which met the FOSAL criteria.

Council had limited visibility on the full extent of the NIWE's damage. To address this, a district-wide computer simulation identified potentially affected residential locations. A multi-criteria analysis, incorporating qualitative and quantitative data, refined the results, identifying 31 freehold titles and

23 Whenua Māori titles for further investigation. Engagement with the identified landowners reduced the short-list to one general title property and no Whenua Māori properties requiring in-depth investigation.

On 24 September 2024, the Council approved public consultation on the Proposed FOSAL Voluntary Buyout and Relocation Policy, that would address Category 3 locations should they be subsequently identified. The Policy provides a voluntary buyout or relocation option for properties that were severely affected by NIWE and that are facing ongoing intolerable risk to human life from future severe weather. Public feedback was received from 26 September to 10 October 2024 via email, the Council's "Have Your Say" webpage, and social media updates.

Concurrent to the development and public notification of the Policy, consultants Tonkin Taylor developed a categorisation methodology then undertook an engineering assessment, site visit and interviews with the landowners of the property identified for in-depth assessment. It was determined that the property had not been significantly affected by NIWE, so does not meet the criteria for eligibility into the FOSAL Programme. Therefore, there are no properties in the Far North District that qualify for the FOSAL Programme and the Proposed FOSAL Buyout and Relocation Policy is not required to be adopted at this time.

Although no properties have been categorised under FOSAL, one general title property assessed by Tonkin Taylor faces a significant ongoing risk. Additionally, several marae, while not eligible under FOSAL criteria, are also at risk. Council staff are working with the Cyclone Recovery Unit (CRU) and Northland Regional Council (NRC) to explore potential property and community level solutions to build resilience and reduce risk on these locations.

## **2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

### Submissions on the Draft FOSAL Buyout and Relocation Policy.

Twenty-one written submissions were received (18 online, three via email). Eleven out of the 21 submissions (52%) supported Council's participation in the FOSAL programme, eight submissions (38%) did not support Council's participation, while two submitters (10%) were not sure.

Only three of the eleven supporting submissions provided any comment. One submitter thought that the Programme should be expanded to cover future events while another thought that engagement with other councils would maximise the benefits of the Programme and prepare the district for future events. The final submitter commented that "it (the Programme) is a start".

Those who did not support the Programme sighted reasons such as cost, personal responsibility and fairness to unaffected ratepayers. One submitter thought that the Programme would encourage people to buy "hopeless" properties to receive the buyout payment. A further submitter thought that the Programme was a "land grab" and racist as it excludes Māori.

The above points are addressed in detail in the attached analysis report.

### Where to from here

While the Proposed Policy is no longer required for the FOSAL Programme, it remains a strategic document, informed by public consultation. In the event of a future severe weather event, the Proposed Policy is available to be adapted to any future government initiative. The readiness of the Proposed Policy will enable Council to respond quickly, streamline processes, and strengthen Council's position if it is required to negotiate potential cost-sharing and support from central government. The Proposed Policy ensures efficient activation by building on existing foundations, optimising time and resources. It demonstrates the Council's dedication to long-term safety and climate adaptation.

### Climate Adaptation Inquiry

On 1 October 2024 the Finance and Expenditure Committee released its report into climate adaptation.

The Climate Adaptation Inquiry report will inform the development of a national policy framework for climate change adaptation. The report recommends comprehensive legislation that defines the roles of local and central government, along with associated resourcing and financing arrangements.

Retaining the Proposed Policy in reserve will provide a template for future policy development, ensuring continuity and efficiency without the need to start from the ground up.

Option One (Not Recommended)

Adopt the FOSAL Buyout and Relocation Policy.

Option Two (Recommended)

Acknowledge that there are no residential properties in the Far North District that meet the FOSAL criteria, and

Do not adopt the Proposed FOSAL Buyout and Relocation Policy as there are no properties that meet the FOSAL criteria in the Far North.

**TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

After significant investigation council staff have determined that there are no properties in the Far North that meet the criteria of the FOSAL Programme. Therefore, adopting the FOSAL Buyout and Relocation Policy is irrelevant in the present context as the Proposed Policy only relates to properties that meet the FOSAL criteria.

**3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

There are no financial or budgetary implications.

**ĀPITI HANGA / ATTACHMENTS**

1. **FOSAL Submissions Analysis Report - A4978551** [↓](#) 

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	The significance is low.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	The Climate Action Policy, Te Tai Tokerau Climate Adaptation Strategy.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	The Community Boards views are not required as there is no implications.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	There are no implications for Māori.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	There are no affected persons.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial or budgetary implications.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.



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## FOSAL Voluntary Buyout & Relocation Policy

### Analysis of submissions

November 2024

#### 1 Background

On 24 September 2024, the Council approved undertaking public consultation on the Proposed FOSAL Voluntary Buyout and Relocation Policy (resolution 2024/133 refers).

This Policy relates to locations that are Categorised as Category 3 under the government's Future of Severely Affected Locations (FOSAL) Framework. Category 3 land refers to areas severely impacted by the January–February 2023 North Island Weather Events (NIWE), including Cyclones Hale, Gabrielle, and the Auckland Anniversary Floods, where there is an ongoing intolerable risk to human life from future severe weather. The FOSAL Programme acknowledges the severe impact of these events and aims to reduce the risk to human life from continued habitation on Category 3 land.

Under the Policy, the Council will coordinate a voluntary buyout or relocation programme for any eligible properties assessed as Category 3. This is a one-time Policy to address the exceptional circumstances of the NIWE. Costs for voluntary buy outs and relocations will be shared equally between central government and Council. The costs to assess damaged properties, as well as any demolition and removal costs are not included in the government funding arrangement and would be the responsibility of the Council.

In the period from 26 September to 10 October 2024, the public was invited to provide their written views on whether the Council should participate in the FOSAL Programme or not. They were informed of the consultation exercise via:

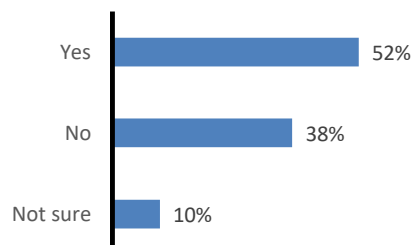
- email messages to Council's database of people who have asked to be informed of consultation by the Council
- the 'Have Your Say' page on the Council website
- a news story shared to social media and a reminder that consultation was closing.

The following report analyses the submissions received.

#### 2 Summary of submissions

Twenty-one written submissions were received (18 online and 3 via email). This report analyses these submissions and recommends no changes to Council's participation in the FOSAL Programme based on the feedback received. A numbered list of people who made submissions is in Appendix One and these numbers are used to refer to the individual submissions in the body of this report. The following chart summarises the level of support for Council participating in the FOSAL programme.

##### **Support for Council participating in the FOSAL programme**



Base: 21 written submissions.



Eleven out of the 21 submissions (52%) supported Council's participation in the FOSAL programme, eight submissions (38%) did not support Council's participation, while two submitters (10%) were not sure.

### 3 Why submitters supported Council's participation in the FOSAL Programme

#### *Feedback received*

Only three of the submitters who were in favour of Council's participation gave their reasons, as follows:

- **"It is a start"** (submission 6).
- **The Programme should be expanded to cover future events** (submission 9).
- **Important that FNDC engages with other FOSAL councils** to maximise benefits of the project and develop close working relationships in preparation for future disasters (submission 10).

#### *Staff analysis*

##### **Re the Policy being expanded to cover future events**

The FOSAL Framework is a one-off government intervention applying only to the NIWE events of January and February 2023. With the increasing likelihood of severe weather events affecting properties in the future, the government is working towards an adaptation framework to address how government will share the costs of adapting to climate change and in particular what support will be available after a disaster. This is likely to be in the form of legislation. In the meantime, Council's proposed Policy only covers properties affected by the NIWE events of early 2023.

##### **Re engaging with other councils**

Council has already engaged with and formed good relationships with other councils regarding the FOSAL Programme through regular meetings hosted by the Northland Recovery Manager and through one-on-one communication with individual councils. This has helped Council staff understand the issues involved in the FOSAL Programme and has resulted in some good opportunities for inter-council sharing. It has been particularly useful for this council to learn from other council's experiences. This has assisted council staff to accelerate its response to the FOSAL Programme in the Far North.

#### *Staff recommendations*

##### **Re the Policy covering future events**

While the FOSAL Voluntary Buyout and Relocation Policy September 2024 only addresses the NIWE events of January and February 2023, Council can expect future severe weather events to significantly affect properties in the district. With a central government framework and potential legislation being developed, staff believe it would be premature for Council to develop a policy to address these future events. In the event of a future severe weather event, the Policy is available, as a possible template to enable a proactive response by the Council.

##### **Re engaging with other local authorities**

Council staff will continue to engage with other local authorities and participate in the monthly all of councils' meetings regarding this matter.

##### **In summary**

No changes are recommended to Council's participation in the FOSAL Programme based on these submissions in support of Council's participation in the Programme.

### 4 Why submitters do not support Council's participation in the FOSAL Programme

#### *A) General feedback in opposition*

General reasons for not supporting Council's participation in the *FOSAL Programme* were as follows:

- **Properties should be insured properly, so they are not the responsibility of Council** (three responses - 3, 12, 17).
- **The financial cost to Council** (three responses - 4, 12, 21).

- **Costs will escalate due to climate change** (one response). Submitter 12 said “Climate change means more disasters, so costs will get bigger”.
- **Not fair to unaffected ratepayers** (one response). Submitter 21 said it is not fair on ratepayers who are not affected to have to “foot the bill”.
- **Could encourage people to buy “hopeless properties” so that when they are flooded, they get paid out** (one response – submitter 17).
- **The Policy is part of a “land grab” from the Council associated with “managed retreat”** (one response). Submitter 20 said that Council had nominated the whole of the Hokianga for managed retreat in 2022. They observed that Kerikeri has been earmarked for managed retreat but not Dargaville which has flooded recently.
- **The Policy is racist as it excludes Māori** (one response - submitter 20).

#### *Staff analysis of the general submissions opposing the Policy*

##### **Re properties should be insured properly to cover these events**

Council staff note that the proposed Policy is not intended to replace property owners’ insurance payouts including EQC (now Natural Hazards Commission) payments. The draft Policy recognises the importance of properties being covered by insurance, by reducing the buyout amount for uninsured properties to 80% of the amount paid for insured properties.

It is important to note that through no fault of the property owners whose land is severely affected by severe weather events, their insurance may not cover the costs involved. For instance, EQC payments covering damage to land from flooding or landslides are capped at \$300,000 and are restricted to:

- land under or within 8 metres of the home or its outbuildings, and
- areas that are part of or support the main accessway up to 60 metres from the home including retaining walls, bridges and culverts.

This means that land more than 8 metres from the home or accessways that extend beyond 60 metres from the home are not covered. Also, any paving such as concrete or asphalt on the accessway is excluded. Property owners cannot ‘top up’ this cover, as private insurers do not cover damage to land from these events.

##### **Re the cost to the Council**

Council staff note that the Programme is designed to mitigate significant risks to human life due to severe storm-related flooding and landslides, which pose intolerable dangers if affected properties continue to be inhabited. While costs to Council may be involved, this needs to be counterbalanced against the future risk to human life and the reputational risk to the Council from doing nothing.

At the time of the consultation, costs to the Council were not known, as properties had not been assessed. Submitters were told that up to 25 properties could be involved based on data modelling. Subsequently, it has been determined that zero properties meet the FOSAL criteria in the Far North.

Had even a small number of properties been involved; costs could have been relatively high (potentially \$500,000 or more per property). It is therefore not surprising that three submitters opposed Council’s participation in the Programme because of the potential costs involved. It is noted that this opinion only represents one in seven submitters.

##### **Re costs will escalate due to climate change**

Council staff clarify that the proposed Policy is a unique initiative associated with the FOSAL Programme, specifically related to the NIWE events that occurred in early 2023. There are no ongoing costs to Council.

##### **Not fair on unaffected ratepayers**

Staff note that while an individual’s property may not be directly affected, helping those in danger will mean less strain for the community, for example through the involvement of Civil Defence and emergency services, land protection measures, and long-term recovery efforts. This can have wider economic and social impacts on everyone, including ‘unaffected property owners’.

### Re people buying “hopeless properties” so they can be paid out

The proposed Policy is a one-time initiative to address the exceptional circumstances of the 2023 extreme weather events, so this objection does not apply.

### Re Council is planning a managed retreat “land grab”

The FOSAL Programme is designed to move people out of locations where there is an intolerable risk to human life should they remain. Opting into the Programme is entirely optional therefore no person is required to leave their land should they not wish too. Any land that is purchased under the Programme is unsuitable for residential purposes and therefore the ongoing use of that land is limited. Neither Kerikeri nor the Hokianga has been identified for managed retreat. Council is establishing a district wide adaptation programme; stage one of this programme covers the Hokianga area. This maybe what the submitter is referring too. The adaptation programme supports communities to make decisions on how they will adapt to the changing climate based on the communities’ values and aspirations. While communities may decide that relocation is an option, Council has not nominated any community for managed retreat. Dargaville is in the Kaipara District Council’s jurisdiction not the Far North District Council’s jurisdiction.

### Re the Policy is racist as it excludes Māori

The government has developed another option for Māori – the Whenua Māori and Marae Pathway. This is administered by central government. However, the draft Policy says that any affected Māori property owners on Category 3 land can decide not to follow this Pathway and opt in to the FOSAL Programme administered by the Council. The Policy therefore does not exclude Māori.

### Staff recommendation re the general feedback opposing Council’s participation in the Programme

Council staff recommend no changes to the draft Policy based on the general feedback opposing Council’s participation in the Programme.

### B) Specific feedback re the content of the Policy

Submitter 19 said **the proposed Policy is too restrictive by only considering Category 3 properties for assistance and the criteria for defining Category 3 properties are unfair.**

For reference, the categories in the Programme are defined below<sup>1</sup>:

Category	1	2P	2C	2A	3
Description	Repair to previous state is all that is required to manage future severe weather risk event.	Property level interventions are needed to manage future severe weather event risk, possibly in tandem with community level interventions	Community level interventions are needed for managing future severe weather risk events.	Significant further assessment is required to assess a property, as well as engagement with property owner.	Future severe weather event risk cannot be sufficiently mitigated. Some land uses may remain acceptable, while intolerable risk of inquiry or death for residential land use.
Actions	Flood damage to repair, but no need for community interventions.	Property specific measures are necessary, for example improved drainage, raising houses. Benefits accrue to property owners.	Local government could repair and enhance flood protection schemes to adequately manage the risk of future flooding events. Cost is shared by the community.	Interventions may be required or possible, but insufficient information to answer all questions. These may subsequently move between “2” categories or to categories 1 or 3.	In the face of enhanced climate risk to the property there is unacceptable risk of future flooding. This will involve combined local and central government assistance.

This submitter had self-assessed their property as Category 2A i.e. requiring significant further assessment. He noted their property had been affected both by Cyclone Gabrielle and the Auckland Anniversary storm. He and his wife had feared for their lives at the time and were suffering from PTSD, as flooding had occurred numerous times before. He pointed out that future severe weather events are predicted to be worse.

<sup>1</sup> Source: Future of Severely Affected Land (FOSAL) Information Pack, Cyclone Recovery Unit, Department of the Prime Minister and Cabinet, 10 July 2023

He felt that the criteria to distinguish Category 2 and 3 properties in the proposed Policy is too narrow and “missed the mark”. He said that in the Council meeting on 24 September 2024 it was stated that a home being damaged to the point of being unliveable was the main criteria to be classed as Category 3, with threat to life and future flooding being a minor and secondary concern.

#### Staff analysis

Council staff observe that the Policy was required to address Category 3 buyouts and relocations should they eventuate. Tonkin Taylor was at the time of consultation, writing a categorisation methodology on how to undertake the categorisation process. Category 2 and 3 properties all have the same level of risk in that there is an intolerable risk to human life. What sets them apart is that on a Category 2P property it is feasible to undertake a property level intervention, and on a Category 2C property it is feasible to undertake community level intervention. On a Category 3 property there is no feasible alternative and moving off the land is the only option.

Council staff note that the draft Policy document defines Category 3 land, rather than any discussion that took place in the Extraordinary Council meeting on 24 September. The definition of Category 3 land stated in the draft Policy is:

*“...land which has been identified by and confirmed as Category 3 land by Far North District Council in that it was significantly impacted by the NIWE, where risk from future severe weather events cannot be feasibly mitigated and there is an ongoing intolerable risk to human life”*

As made clear in this definition, threat to life and future flooding is not a minor and secondary concern, as stated by submitter 19, but a central element of land being classified as Category 3.

This is covered further in Clause 5.1 of the proposed Policy which states the objective of the Policy is to:

*“Assist people who live on Category 3 land to relocate out of harm’s way, based on the natural hazard risks arising from the Severe Weather Events of 2023, where there is:*

- *Imminent threat to life; or*
- *Unacceptable future risk that cannot be managed; or*
- *Land damage that makes rebuilding infeasible”.*

A Category 2A Property requires significant further assessment by technical experts to determine its final status. Given the risk to human life stated by submitter 19 for those living on his property from future storms, the property may indeed be classified as Category 3 land if it is determined that the property meets the criteria and community level interventions (Category 2C) and/or property level interventions (Category 2P) are ruled out by the independent assessors.

#### Staff recommendation

Council staff recommend no change to the draft Policy based on this submission.

### 5 Why submitters were unsure whether Council should participate in the FOSAL programme

The two submitters involved (5 & 13) did not explain why they were unsure whether Council should participate in the FOSAL Programme.

### 6 Other comments

One submitter (14) said “There will be some people who bought property knowing there were risks, such as storm surge or flooding. If the risk was noted on the LIM, perhaps they should not be entitled to support” (14)

#### Staff analysis

Staff acknowledge that while some property owners may have been aware of risks associated with their properties, such as landslide or flooding noted in a Land Information Memorandum (LIM), the Policy is designed to address the unprecedented nature of recent NIWE events. This approach recognises that, despite prior awareness of risk, the scale and severity of these events have created new levels of vulnerability that extend beyond what was foreseeable at the time of property purchase. The goal of the Policy is to support community resilience and recovery considering these extreme weather impacts.

*Staff recommendation*

Council staff recommend no change to the draft Policy based on this submission.

**APPENDIX 1 – LIST OF SUBMISSIONS RECEIVED**

Number	Organisation
1	Individual submission
2	Individual submission
3	Individual submission
4	Individual submission
5	Individual submission
6	Individual submission
7	Individual submission
8	Individual submission
9	Individual submission
10	Individual submission
11	Individual submission
12	Individual submission
13	Individual submission
14	Individual submission
15	Individual submission
16	Individual submission
17	Individual submission
18	Individual submission
19	Individual submission
20	Individual submission
21	Individual submission

**7.9 APPOINTMENT TO EXTERNAL ORGANISATIONS****File Number:** A4988098**Author:** Aisha Huriwai, Manager - Democracy Services**Authoriser:** Jacine Warmington, Group Manager - Strategic Relationships**TAKE PŪRONGO / PURPOSE OF THE REPORT**

To seek appointments of Council to further external bodies.

**WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY**

- Council have been approached by additional external stakeholders requesting Council representation.
  - Kaikohe Sportsville
  - Lake Ōmāpere Trust
  - Joint Regional Economic Development (alternate)

**TŪTOHUNGA / RECOMMENDATION****That Council appoint:**

- a) **Councillor Rākena to Kaikohe Sportsville**
- b) **Councillor \_\_\_\_\_ as liaison for Lake Ōmāpere Trust**
- c) **Councillor \_\_\_\_\_ as the alternate to Councillors Vujcich and Kleskovic to Joint Regional Economic Development Group**

**1) TĀHUHU KŌRERO / BACKGROUND**

Elected members often hold appointments to various external bodies.

Those appointed to bodies outside of Council act as the spokesperson on matters of local, district, regional or national significance. Some appointments are legislatively required, some are part of a regional agreement, MOU or by invitation.

Members should include commentary on activities for their appointments in their member's reports.

In December 2022 Council made a variety of appointments. Further appointments were made as part of the mid-term governance review in April 2024.

The following table provides a list of all current appointments.

Meeting or role	Lead appointment(s)	Alternates (if any)
Northland Regional Transport Committee	1. Cr Steve McNally	1. Cr Ann Court (alternate)
Te Oneroa a Tōhē Beach Board	1. Mayor Moko Tepania 2. Cr Hilda Halkyard-Harawira	
Joint Climate Change Adaptation	1. Kowhai/Deputy Mayor Kelly Stratford	1. Cr Tāmati Rākena (alternate)
Joint Regional Economic Development	1. Cr John Vujcich 2. Cr Penetaui Kleskovic	

Mayoral Taskforce for Jobs	1. Kahika/Mayor Moko Tepania	1. Cr Penetaui Kleskovic (alternate)
Creative Communities Funding Assessment Committee	1. Cr Felicity Foy	1. Cr Tāmāti Rākena (alternate)
Kaikohe Library & Civic Hub Steering Group (KLCHSG)	1. Cr Tāmāti Rākena 2. Cr Babe Kapa 3. Cr Felicity Foy	
Turner Centre	1. Cr Babe Kapa	
Ngakahu Steering Group	1. Cr John Vujcich 2. Cr Hilda Halkyard-Harawira 3. Cr Babe Kapa 4. Cr Mate Radich 5. Cr Steve McNally	
Cycle Trail Trust	1. Cr John Vujcich 2. Cr Babe Kapa	
Road Controlling Authority Forum	1. Cr Ann Court	
North Chamber	1. Cr John Vujcich	
Te Hiku Sports Hub	1. Cr Felicity Foy	
Te Ahu Charitable Trust	1. Cr Felicity Foy	
NRC Kaeo-Whangaroa River Working Group	1. Kowhai/Deputy Mayor Kelly Stratford	
NRC Awanui River Working Group	1. Cr Mate Radich	

## 2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

This report seeks a resolution of Council for the following appointments:

- Kaikohe Sportsville
- Lake Ōmāpere Trust
- Joint Regional Economic Development (alternate)

### Kaikohe Sportsville

Kaikohe and District Sportsville is a council-initiated Incorporated Society to manage the council-owned sporting facilities at Lindvart Park, Kaikohe. Elected Members have held appointments to Sportsville in the past.

### Lake Ōmāpere Trust

The Lake Ōmāpere Trust made a deputation to the Te Kuaka Committee 27 June 2024. Te Kuaka noted in their minutes that they support the work of the Lake Ōmāpere Trust. They are actively working to restore Lake Ōmāpere, located near Okaihau. The Trust have a relationship agreement with NRC and is working with NIWA and DOC. Details about what this appointment would look like practically is unknown at this stage. It is understood that the trust has broader aspirations around the built environment and community. This report recommends a Councillor be appointed as the liaison for the Trust to assist in building the relationship between the Trust and the Council.

### Joint Regional Economic Development Committee

In December 2022 Council appointed Councillors Kleskovic and Vujcich as the FNDC representatives to this Northland Regional Council Joint Committee. NRC is seeking an alternate to attend meetings in the event that one of the appointed members is unavailable. There are five



meetings scheduled each year generally for a half day. Meetings move around the region, following the Mayoral Forum which is held the same day.

**TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

Appointing elected members to external bodies ensures public interests, community values, and regional priorities are represented while fostering alignment with Council's strategic goals.

**3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

There is no cost in appointing members. There may be mileage or reimbursements from time to time which will be considered as part of the Elected Member Allowance and Reimbursement Policy. These costs are considered to be minimal and within existing budgets.

**ĀPITI HANGA / ATTACHMENTS**

Nil

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	This is a matter of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Elected member representation on external bodies is in alignment with key strategies including Far North 2100, Te Rerenga – Economic Development Strategy, and the Te Pae o Uta framework. It takes into account the Elected Member's Allowances and Reimbursement Policy.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	Council may consider it more appropriate for appointments to be made by the Community Board.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	By providing a representative on external bodies, Council will respond more effectively to the needs of Māori, fostering empowered communities, and working collaboratively.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	This doesn't impact any persons identified by legislation.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial implications of need for budgetary provision.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.

**7.10 PROGRESSING THE MULTI-AGENCY JOINT EMERGENCY COORDINATION CENTRE****File Number: A4997686****Author: Ruben Garcia, Group Manager – Community and Engagement****Authoriser: Guy Holroyd, Chief Executive Officer****TAKE PŪRONGO / PURPOSE OF THE REPORT**

The purpose of this report is for the Chief Executive to obtain council authorisation to enter into a binding Heads of Agreement for a Multi-Agency Joint Emergency Coordination Centre with Northland councils. The Heads of Agreement is concurrently being considered by these councils. Additionally, at Fire and Emergency New Zealand (FENZ)'s request as landowner, NRC is working on a separate head of agreement with FENZ along with a development agreement.

**WHAKARĀPOOTO MATUA / EXECUTIVE SUMMARY**

The report outlines the proposed governance, funding and execution process for the four Northland councils, and FENZ, in constructing the centre as well as its subsequent operating principles under standard Auckland District Law Society leases. The Northland CDEM Group Joint Committee, who have centre provision as an 'action' in their 2021-2026 CDEM Group Plan, is to be the governance body for the build and is to receive regular reporting.

**TŪTOHUNGA / RECOMMENDATION****That:**

- a) That the report 'Progressing the Multi-Agency Joint Emergency Coordination Centre' by Ruben Garcia, Group Manager – Community & Engagement and dated 12 December 2024, be received.**
- b) That council approve the Chief Executive entering into a Heads of Agreement with Northland councils for a Multi-Agency Joint Emergency Coordination Centre (the Agreement), subject to him being satisfied that:**
  - i) Council has complied with all statutory, regulatory (and policy) obligations that relate to the Agreement; and**
  - ii) The Agreement includes any conditions deemed to be reasonable and appropriate in his view having taken legal or other professional advice, if required.**

**1) TĀHUHU KŌRERO / BACKGROUND**

The Northland CDEM Group Joint Committee is the governance group for CDEM in Northland. In their 2021-2026 Northland CDEM Group Plan, they have an action to build a Multi-agency Joint Emergency Coordination Centre (MACC) for the region. The MACC design will provide for:

- An Emergency Coordination Centre (ECC) for emergency management anywhere in, or throughout, the region;
- Whangarei District Council (WDC) to operate an Emergency Operations Centre (EOC) to address any localised event;
- Office space for the daily operations of 'Northland Regional Council based' CDEM staff;
- Office space for the daily operations of Fire and Emergency New Zealand (FENZ) staff.

Decisions arising from NRC's 2021 to 2031 LTP and 2024 to 2034 LTP process allow for a portion of the Targeted Emergency and Hazard Management Rate to provide debt servicing and repayment of \$5,500,000 in capital as a regional council contribution to the MACC Project.

Furthermore, Northland's three territorial authorities, have also approved contributions to the MACC Project's construction, as has central government as outlined in the table below.

### Fixed Budget and Preliminary Cost Estimate

Capital Commitments		MACC Feasibility Cost Estimate	
FENZ	The site	Demolition, Design & Construction June 2023	\$ 6,250,000
NRC	\$5,500,000	Contingency 10%	\$ 630,000
WDC	\$ 933,000	Market movement to June 2024	\$ 690,000
FNDC	\$ 500,000		
KDC	\$ 100,000		
Central Government	\$1,037,000		
	<b>\$8,070,000</b>		<b>\$ 7,570,000</b>
<b>HEADROOM after contingency</b>			<b>\$ 500,000</b>

All values GST exclusive

A Project Advisory Group (PAG), made up of NRC and FENZ key personnel, has been established which will oversee the MACC Project with monthly meetings. The preliminary budget provides a cost estimate to June 2024 with \$500,000 'headroom'. However, the PAG has agreed that the headroom be tightly held to allow for the fitout (IT, security, soft furnishings), any further market movement and for the unforeseen, albeit \$630,000 also sits in the budget as a 10% contingency.

The PAG has also agreed not to attempt a two-storey building, or future proof the foundations and structure for a two-storey, as this cannot be contained within the budget.

### Heads of Agreement (HoA) for a MACC

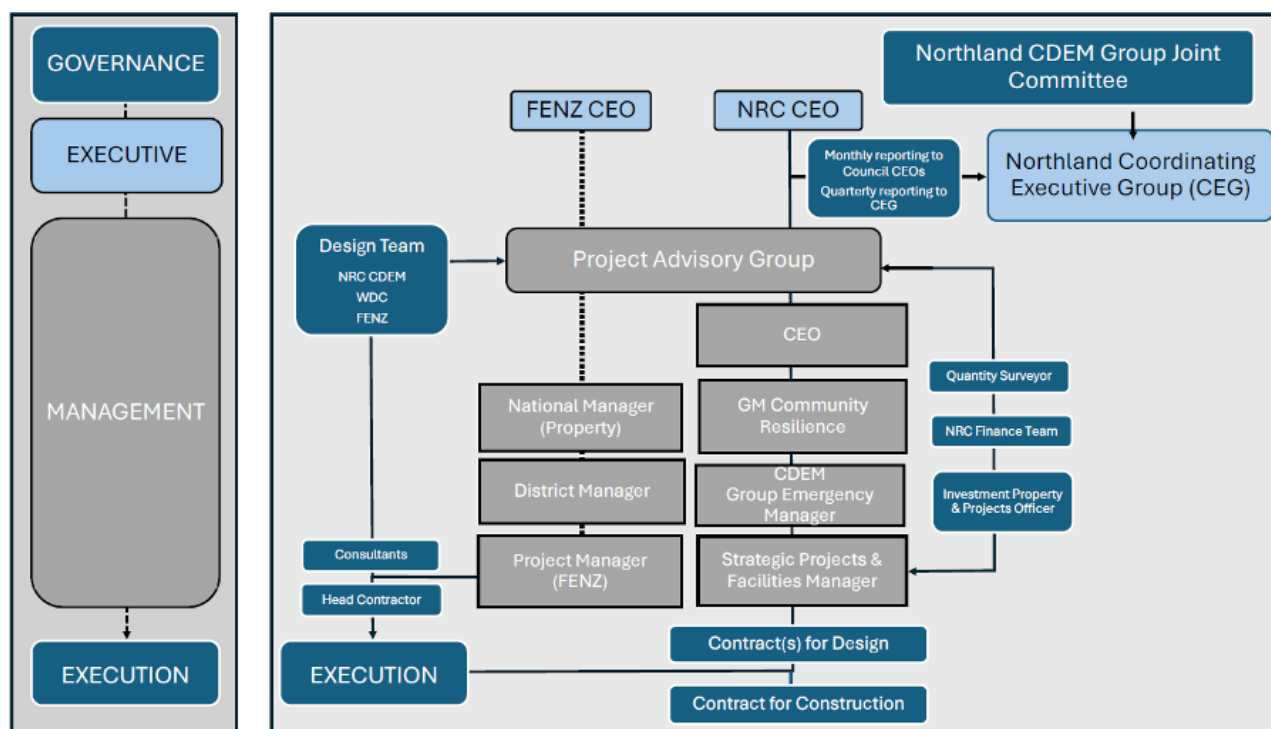
The Final Draft HoA is attached for councils' consideration and Chief Executive execution should the partnership be agreed. In essence, the HoA sets forth the governing objectives between the four councils, relationships and accountabilities, construction process, payment, principles of ownership, and usage. The HoA has been broadly approved by Chief Executives.

A separate Heads of Lease agreement and Development Agreement between Northland Regional Council and FENZ will cement the PAG relationship; NRC working with FENZ (as landowner and key tenant) executing the design, construction and handover to tenants and the ECC and EOC users.

While the PAG oversees the Project, they will rely upon a Design Team for MACC design. The Design Team will be made up of a representative from each of CDEM, WDC and FENZ with supporting design consultants and an independent Quantity Surveyor.

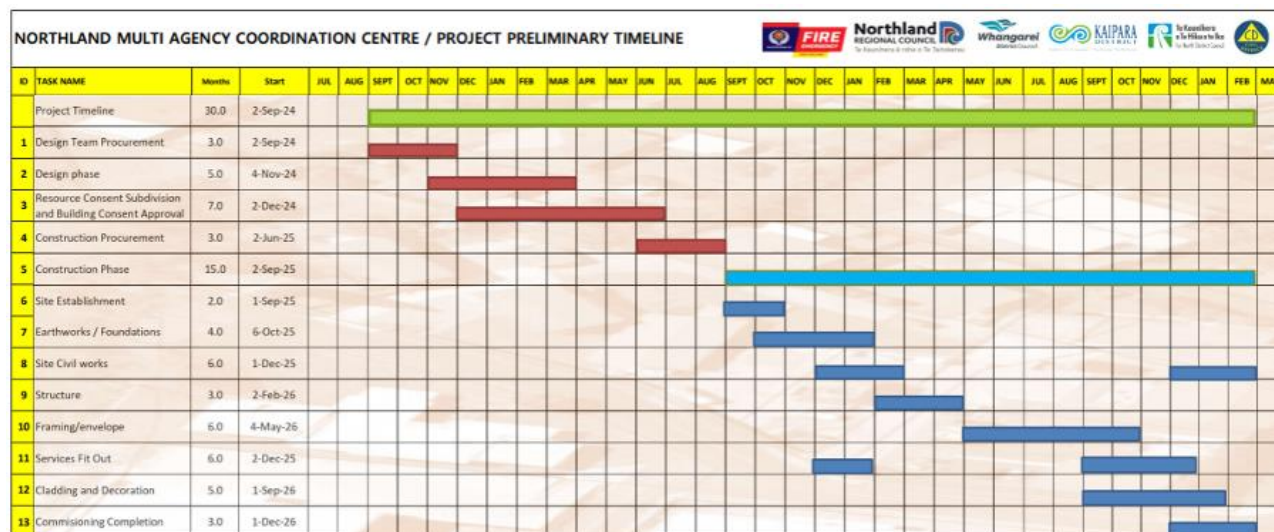
For the Project, it is intended that operational and reporting lines will be as shown on the schematic model below.

### PAG Operation and Reporting



### Preliminary Timeline

Over the design phase of the MACC Project, the timeline and budget priorities will inevitably evolve and become more detailed. However, the current timeline is as below and envisages 6 to 12 months design process and an 18-month build.



### Summary of the HoA for a MACC

- All four councils have CDEM responsibilities under legislation and agree to work together to provide a MACC.
- The Northland CDEM Group Joint Committee is the governance body, as they already exist, and they have the MACC build as an 'action' in their 2021-2026 CDEM Group Plan.

### Clause I

- Once the MACC is constructed, the land and building(s) will accommodate NRC based CDEM staff and FENZ staff.
- In an emergency requiring an ECC, or when WDC require an EOC, the MACC space will 'convert' and be made immediately available to address the event. The MACC is also available for WDC training purposes when required.

**Clauses J and 1 – 3**

- NRC will provide property and lease management services for the building.
- FENZ is providing their land at nominal fee, they will subdivide the section off and lease it to council.

**Clauses K, L and 4 -7**

- NRC will Chair the Project Advisory Group (PAG), made up of NRC and FENZ key personnel, which will oversee the Project with monthly meetings.
- The PAG will rely on a Design Team made up of CDEM, WDC and FENZ emergency response practitioners and supporting design consultants.
- NRC will demolish the existing buildings and construct the MACC in concert with FENZ.
- The Concept Plans demonstrate that the MACC can be constructed to accommodate an ECC for emergency management throughout the region, WDC operation of an EOC to address any localised event and office space for the daily operations of CDEM staff and FENZ staff.
- The Concept Plans are strictly 'concept only', the final design will be agreed by the Design Team.

**Clauses 8 -12**

- NRC is ultimately responsible for the MACC Project and is to report monthly to Chief Executives and through to the Northland CDEM Group Joint Committee.
- NRC, Central Government, WDC, Far North District Council and Kaipara District Council each provide specific funding amounts. Proportionally this is 78.2%, 13.27%, 7.11% and 1.42% respectively where Central Government's contribution is spread proportionally across parties' contribution.
- If a decision is made to invest more in the building, the four councils will provide further funds in these proportions.
- If in the future the building is disposed of, or acquired by a new government agency, sale proceeds shall be returned to each Council in these proportions.

**Clauses 13 -17**

- NRC will lease the property (land and buildings) to the four councils as 'tenants in common' with equal shares. In this way, each council is responsible for all Landlord outgoings in equal portions (essentially external maintenance) as the MACC activities will serve them equally.
- The 'tenants in common' will then sublease to CDEM and FENZ as tenants who will occupy the centre and be proportionally responsible for Tenant outgoings (rates, insurance, utilities, internal maintenance, etc).
- Each council is responsible for CDEM tenant outgoings in equal portions as the CDEM staff and activities will serve them equally.

The HoA with FENZ (as landowner) will reflect these terms but will be with Northland Regional Council (as MACC Project lead) only.

**2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS****Considerations****Climate Impact**

The construction of the Multi-Agency Joint Emergency Coordination Centre project (MACC Project) does not have climate impact reduction as its primary purpose. However, positive climate change impacts will result from the inclusion of a number of environmentally beneficial utilities in the design. Those to be considered will include solar power generation, LED lighting, water efficient tapware and plumbing, litter traps for stormwater drains, sustainable material use, daylight harvesting alongside

light sensing, installation of efficient heating and cooling elements and provision of electric car charging.

### **Environmental Impact**

There are no significant environmental impacts with the redevelopment project largely due to the FENZ site being well above river and sea level and not on reclaimed land.

### **Community views**

The wider regional community/ratepayers will be affected positively with NRC executing a successful development on the site for the provision of regionwide Civil Defence and Emergency Management (CDEM). Seeking community commentary on the Agreement is not necessary as the MACC Project was already included in NRC's 2021 to 2031 LTP and 2024 to 2034 LTP processes.

### **Māori impact statement**

In successive Long-Term Plans there were no specific concerns raised from Māori or iwi groups in respect of the MACC Project. While the proposal has no specific impact on Māori, it is intended that local hapū will be involved in the blessing of the property prior to demolition and will be engaged with any resulting pre-construction site blessing and commissioning of the building.

### **Implementation issues**

The proposed redevelopment will require intense project oversight best sourced from the private sector. NRC will form a Project Advisory Group (PAG) with members from NRC's senior management and from FENZ. FENZ have agreed to supply an inhouse Project Manager as FENZ undertake a significant number of builds across New Zealand annually and have inhouse expertise. NRC's Chief Executive will have final decision-making authority with the benefit of PAG and Design Team advice.

### **Significance and engagement**

The MACC Project is considered 'not significant' as the allocation of Targeted Emergency and Hazard Management Rate to provide debt servicing and repayment was publicly canvassed in NRC's 2021 to 2031 LTP and 2024 to 2034 LTP process.

### **Policy, risk management and legislative compliance**

As with all redevelopments, the PAG provide, monitor and update a risk register for construction risk and health and safety risks. Both a QS and an independent Health and Safety advisor will be engaged throughout the duration of the Project.

A Development Agreement with FENZ will allow for NRC's usual procurement procedures to be followed, similar to FENZ.

The ground lease and all subleases will be on terms and conditions standard in the modern Auckland District Law Society agreement to lease. Subleases will reflect the nominal rental, outgoings, term and renewal as the head ground lease. The areas to be leased are subject to final agreement and measure once the MACC Project is complete.

### **Options**

<b>No.</b>	<b>Option</b>	<b>Advantages</b>	<b>Disadvantages</b>
1	Council does not approve the Chief Executive entering into a Heads of Agreement for a Multi-Agency Joint Emergency Coordination Centre (the Agreement)	The rated funds may be allocated to an alternative centre with other joint user arrangements.	NRC is unlikely to provide a fully effective centre without the partnership and contribution of other key stakeholders.  The design and construction of a centre is delayed.  Central government has offered financing on the basis of a joint arrangement and may reconsider if

	with Northland councils.		<p>an agreement varies significantly from the joint proposal.</p> <p>There is no guarantee an equally attractive alternative site to that offered by FENZ can be sourced easily.</p> <p>NRC will incur project risks, including construction and Health and Safety risk, regardless of what site or partner arrangements are in place.</p>
2	Council approves the Chief Executive entering into a Heads of Agreement for a Multi-Agency Joint Emergency Coordination Centre (the Agreement) with Northland councils.	<p>NRC can provide a coordination centre with the benefit of partnership input and funding from other key stakeholders.</p> <p>Central government has offered financing on the basis of a joint arrangement.</p> <p>The Chief Executive is able to confirm key terms of the Agreement.</p> <p>The design and construction of the centre can commence immediately upon signing.</p>	The opportunity to consider other sites or pursue alternative arrangements is ended.

### TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

NRC may allocate rated funds to an alternative centre with joint user arrangements, leveraging partnerships and funding from key stakeholders, including central government. With key terms of the Agreement confirmed by the Chief Executive, design and construction can commence immediately upon signing.

### 3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

The redevelopment of this property will result in the drawing down of finance from NRC's Targeted Emergency and Hazard Management Rate to provide debt servicing and repayment of \$5,500,000 in capital as a regional council contribution to the MACC Project. NRC will also collect and hold funds to supplement the build from the three territorial authorities and central government.

While the design and construction budget is set at \$7,570,000 (including 10% contingency), the available funds total \$8,070,000 providing \$500,000 'headroom'. Regardless, the Project Advisory Group (PAG) will halt spending and revise the design and construction, should at any point the MACC Project look to overrun the funds available.

The subleases to CDEM and to FENZ will be at nominal rent (e.g. \$1 pa) in recognition of FENZ provision of land at nominal rent and all four councils of provision of funds for the MACC building. However, all parties will provide funding to cover MACC CAPEX and OPEX.

#### MACC CAPEX

As part of the Agreement councils will equally fund landlord costs (e.g. external cleaning, weathertightness), with CAPEX Landlord costs generally covered by warranties for several years. Quantity Surveyor (QS) provided replacement estimates based on life expectancy of the important building elements indicate that the more significant costs kick in Year 12, 15, 20 and 25 and would



need to be in council LTPs. The expected per council 25% share is as below. All figures inflation adjusted (forecast future cost).

Element	YR 12	YR 15	YR 20	YR 25
CAPEX YEAR*	2037/2038	2040/2041	2045/2046	2050/2051
Redecoration	\$ 133,300			
Floor finishes		\$ 137,100		
Fittings, kitchen, windows		\$ 342,800		
AV/IT upgrade		\$ 85,700		
Roof				\$ 251,200
Major fitout				\$ 2,072,800
Siteworks replacement				\$ 575,800
<b>OTHER LANDLORD COSTS</b>				
External Cleaning	\$ 3,000	\$ 3,500	\$ 4,000	\$ 5,000
External Painting			\$ 130,000	
Airconditioning	\$ 5,000		\$ 7,000	
<b>TOTAL</b>	<b>\$ 141,300</b>	<b>\$ 569,100</b>	<b>\$ 141,000</b>	<b>\$ 2,904,800</b>
<b>PER COUNCIL SHARE of 25%</b>	<b>\$ 35,325</b>	<b>\$ 142,275</b>	<b>\$ 35,250</b>	<b>\$ 726,200</b>

\*Other years < \$5000 per council per annum

### MACC OPEX

The Agreement also has NRC sharing equally CDEM Tenant outgoings, maintenance (e.g. internal repairs, cleaning) and operational costs (e.g. electricity, rates). With reference to QS estimates and the experience with the Kaipara Service Centre, councils can reliably expect an annual OPEX of between \$64,800 and \$102,000. As a co-tenant, FENZ pay approximately half of this annual cost. This leaves councils sharing \$43,200 to \$68,000 pa (i.e. \$10,800 to \$17,000 per council annually at 25% each).

### ĀPITI HANGA / ATTACHMENTS

1. **FINAL DRAFT Heads of Agreement for a Multi-Joint Emergency Coordination Centre PLUS Schedules - A5006366** [↓](#) 

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	Low degree of significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Covered under Discussion and Options.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	Covered under Discussion and Options.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	Covered under Discussion and Options.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	Covered under Discussion and Options.
State the financial implications and where budgetary provisions have been made to support this decision.	Covered under Financial Implications section.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.

DATED THIS

DAY OF

2024

**NORTHLAND REGIONAL COUNCIL  
("NRC")**

**and**

**WHANGAREI DISTRICT COUNCIL  
("WDC")**

**and**

**KAIPARA DISTRICT COUNCIL  
("KDC")**

**and**

**FAR NORTH DISTRICT COUNCIL  
("FNDC")**

**Heads of Agreement for a Multi-Agency Joint  
Emergency Management Coordination Centre**

**THOMSON WILSON  
SOLICITORS  
WHANGAREI**

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- F. In pursuance of these commitments the Councils have agreed that they will by various contributions, with Government funding to assist, construct the MACC on the site such construction to be undertaken by NRC in conjunction with FENZ.
- G. To enable construction and ongoing use of the MACC FENZ will lease the site free of rent, subject to all usual outgoings being met, to NRC.
- H. Upon construction of the MACC NRC will sublease the site and buildings to the Councils as tenants in common in equal shares.
- I. The Councils will sub-sublet the site (and the MACC) at no rental, subject to the sub sublessees meeting outgoings and internal maintenance, to NRC as to approximately one half for the daily operations of NRC based civil defence emergency management staff, and the other approximate half to FENZ as its office base, with the areas so leased to be utilised as and to the extent necessary for emergency management when required, including as a WDC EOC to address any localised event (whether a declared emergency or not) and for emergency management training when necessary.
- J. The Councils and FENZ have separately agreed that NRC will manage the property and the sublease and sub-subleases on behalf of the parties.
- K. Under a separate development agreement NRC will establish a Project Advisory Group ("PAG") with FENZ with its envisaged operation and reporting lines shown on the schematic model annexed as Schedule "A".
- L. The PAG will rely upon a design team made up of a representative of each of NRC, WDC and FENZ, with supporting consultants and an independent quantity surveyor to prepare the MACC design.

#### **Provision of the Site**

- 1. The site which is to be developed for the MACC is that part of the FENZ land at Mansfield Terrace, Whangarei as is shown delineated in blue marked "Proposed" on the plan **annexed** hereto marked "B".
- 2. FENZ will at the cost of the Councils undertake a boundary adjustment subdivision of the lands contained in Records of Title NA648/209 and NA1805/72 to enable a separate title to be issued for the site.

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3. Once a new title is available for the site it will be leased by FENZ to NRC for \$1.00 per annum such lease to be for a thirty five (35) year term renewable and otherwise on the terms and conditions generally in the form of the current Auckland District Law Society ("ADLS") form of agreement to lease attached as Schedule C ("the head lease").

#### **Construction of the Emergency Coordination Centre**

4. NRC will, upon taking possession of the site under the head lease, be responsible for the demolition of the buildings on the site and its preparation for the construction thereon of the MACC.
5. Having applied for and obtained the requisite consents, (both building and resource (if necessary)), NRC shall undertake demolition of existing buildings on the site and then construction of the MACC on the site such in conjunction with FENZ in terms of a development agreement to be agreed upon between NRC and FENZ.
6. The construction will be undertaken generally in accordance with the Feasibility Budget Estimate prepared by Duffield Murray Consultants Limited dated 27 June 2023 attached as Schedule "D" and the attached concept plans attached as Schedule "E".
7. The Councils acknowledge that these concept plans are "concept only" and are applicable only to show that the MACC can be constructed so as to accommodate NRC's civil defence emergency management business, FENZ's business operations and a WDC EOC response combined with a significant region wide emergency co-ordination centre response although the actual final design layout and final design detail is still to be determined.

#### **Relationship, Payment and Occupation Structure**

8. During the term of the implementation of this Agreement and the construction of the MACC a Project Collaboration Team will be established from members of the Northland Coordinating Executive Group comprising the Chief Executives of the four Councils and the FENZ District Manager as stationed in Whangarei, in each case such appointed member of the management group having the right to delegate to a representative of their respective organization to appear at meetings on their behalf.

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9. NRC will provide monthly updates of progress with the implementation of this agreement and the construction of the MACC to the Councils within the Northland Coordinating Executive Group forum.
10. The cost of the development of the site, the subdivision of FENZ's land and construction of the MACC, (including obtaining all requisite consents), will be met by, and/or funded through, the following contributions:
  - (a) NRC - \$5,500,000.00.
  - (b) WDC - \$933,000.00.
  - (c) FNDC - \$500,000.00.
  - (d) KDC - \$100,000.00.
  - (e) Government - \$1,037,000.00

such, where appropriate, being paid to NRC and applied by NRC upon execution of this agreement.

11. In the event that the cost of the development of the site and the construction of the MACC exceeds the current budget of \$8,070,000.00 then such additional sum required shall be provided in the following proportions:
  - (a) NRC - 78.20%
  - (b) WDC - 13.27%
  - (c) FNDC - 7.11%
  - (d) KDC - 1.42%
12. In the event that the emergency coordination centre building, or the lessee's interest in the site, is acquired by a third party, including being acquired by a public agency (including one of the Councils), the proceeds from such an acquisition shall be paid to each of the Councils in the proportions documented in clause 11.
13. Following construction of the MACC NRC will sublease the site and the building constructed thereon to the Councils as tenants in common in equal shares such form of sublease to be in the form of the annexed agreement to sublease attached as Schedule "F" with there being no right for any of the Councils as sublessees to assign their interest in the sublease.
14. The purpose of the sublease from NRC to the Councils is to provide that the ongoing maintenance of the MACC and the site is met equally by the councils.

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15. Immediately upon the Councils taking a sublease of the site upon the completion of the construction of the MACC the Councils will sublet the site to NRC, and to FENZ on terms and conditions generally in the form of the modern ADLS agreement to lease providing for a nominal rent but meeting usual outgoings and maintenance requirements with a term and renewal rights consistent with the head lease. The areas to be leased are subject to final agreement and measure once the MACC is built.
16. The sub-subleases to NRC and to FENZ will be rent free but both sub-sublessees will be responsible for tenants' maintenance and outgoings on a proportional basis such to be set on a pro rata basis by relation to the actual floor space each is to occupy as determined by final measure.
17. The sublease obligations of NRC as to tenant's outgoings and maintenance is to be met equally by the Councils.

#### **Notices**

18. For the purposes of any party giving notice to any other party or parties notices shall be given as follows:

NRC Chief Executive:

Email Address: jong@nrc.govt.nz

WDC – Chief Executive:

Email Address: simonw@wdc.govt.nz

KDC – Chief Executive:

Email Address: jmarris@kaipara.govt.nz

FNDC – Chief Executive:

Email Address: guy.holroyd@fndc.govt.nz

#### **Legal Status**

19. The parties to this Agreement agree that this Agreement is legally binding.
20. **Confidentiality**

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20.1 Without the prior approval of the other Party, the Parties shall not disclose any confidential information to any person or party, save that disclosure to:

- i. the extent required by law; or
- ii. the extent that the confidential information legitimately enters the public domain, through no breach of this Agreement.

shall not be a breach of this clause.

20.2 The Parties recognise that they will, during their association and during the course of this Agreement, learn and have access to confidential information about another Party ("the disclosing Party"). Such information may relate (but is not restricted) to personnel, structures, finances, business strategies or arrangements, or intellectual property, which are either identified by the disclosing Party as being confidential, or which by its nature may reasonably be regarded as being sensitive and/or of commercial value to the other Party and therefore confidential, which collectively comprise the "confidential information".

20.3 Where the receiving Party wants to disclose any confidential information to a third party, the receiving Party shall notify the disclosing Party of its desire to disclose, the nature and extent of that disclosure and identify the party to whom disclosure will be made. The receiving Party shall only disclose that confidential information after receiving express written agreement from the disclosing Party. Prior to disclosing any confidential information, the receiving Party will advise the third party of its confidentiality obligations under this Agreement and ensure the third party agrees to be bound by the same obligations of confidence.

20.4 Subject to the requirements set out in clause 20.1 to 20.3, a party or someone acting on a party's behalf can only communicate, disclose or make a public announcement about the terms of the Project contained in this Heads of Agreement if that party first obtains the written approval of the other party.

20.5 The parties acknowledge that the Project will attract a degree of public interest. The Parties agree that where communication with the media and the public has the potential to impact on the interests of the other Party, then the communications shall be mutually agreed between the Parties and which Party manages the communication will be agreed.

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- 20.6 Any dispute about the content of media releases is to be referred to the Project Collaboration Team for resolution.
- 20.7 The obligations of confidentiality contained in this Agreement will continue after termination or expiration.
21. The parties mutually agree with each other to always act in good faith with each other and (acting reasonably) to do all such acts and things and complete all such documentation and take all such other steps as shall be necessary to give full and proper effect to this agreement to the intent as set out herein.
22. If any dispute arises between any of the parties concerning the rights and obligations contained within this Agreement, the parties in dispute will enter into negotiations in good faith to resolve the dispute themselves or through any informal dispute process they agree upon.
23. If the dispute is not resolved within 10 Working Days ("Working Days" shall have the same meaning as defined under Part 1 of the Property Law Act 2007), then either party may at any time serve a mediation notice on the other party requiring the dispute be referred to mediation. The mediation notice shall set out the nature of the dispute. The parties in dispute shall in good faith endeavour to agree upon a mediator within 5 Working Days of the date of service of the mediation notice. If the parties cannot agree on the mediator, the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee will appoint an independent mediator. The mediator's costs are to be borne equally by the parties.
24. If the dispute is not resolved within 20 Working Days of the date on which the mediation is held, the parties in dispute will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties in dispute cannot agree on the arbitrator within a further 10 Working Days the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee will appoint an independent arbitrator.
25. In the event that the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nominee fails or refuses to appoint a mediator or arbitrator, either party to the dispute may request the High Court to make an appointment. The appointment decision of the High Court may not be appealed.

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26. Any arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.
27. **Miscellaneous:**
- 27.1 **Counterparts:** This agreement may be signed in counterparts. All executed counterparts together will constitute one document. Any party may enter into this agreement by signing any such counterpart.
- 27.2 **Copies:** Any facsimile copy of this agreement, or copy of this agreement sent via email in PDF format, (including any facsimile copy, or copy sent via email in PDF format, of any document evidencing either party's signature of this agreement) maybe relied on by any other party as though it were an original copy. This agreement may be entered into on the basis of an exchange of such facsimile or PDF copies.
- 27.3 **Assignment:** A party must not assign any of its rights or obligations under this document without the prior consent of the other parties.
- 27.4 **Entire Agreement:** This document (and the option deed dated on or around the same date as this document) contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.
- 27.5 **Further Acts:** Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this document and all transactions incidental to it.
- 27.6 **Governing Law and Jurisdiction:** This document is governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.
- 27.7 **No Agency or Partnership:** No party is an agent, representative, partner of any other party by virtue of this document.
- 27.8 **No Authority to Act:** No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding

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relationship for or on behalf of another party or pledge the credit of another party except as specifically provided in this document or by express agreement between the parties.

27.9 **Severability:** If a clause or a part of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

27.10 **Variation:** No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document.

27.11 **Waiver:** The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

## 28. Interpretation

28.1 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (i) Headings are inserted for convenience only and do not affect the interpretation of this agreement.
- (ii) A reference in this agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Whangarei, New Zealand.
- (iii) If the day on which any act, matter or thing is to be done under this agreement is not a business day, the act, matter or thing must be done on the next business day.

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- (iv) A reference in this agreement to dollars or \$ means New Zealand dollars and all amounts payable under this document are payable in New Zealand dollars.
- (v) A reference in this agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (vi) A reference in this agreement to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- (vii) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this agreement.
- (viii) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (ix) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (x) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (xi) References to the word "include" or "including" are to be construed without limitation.
- (xii) A reference to this agreement includes the agreement recorded in this agreement.
- (xiii) Any schedules and attachments form part of this agreement.

**29. Costs**

- 29.1 Each party shall bear its own costs associated with this Heads of Agreement.

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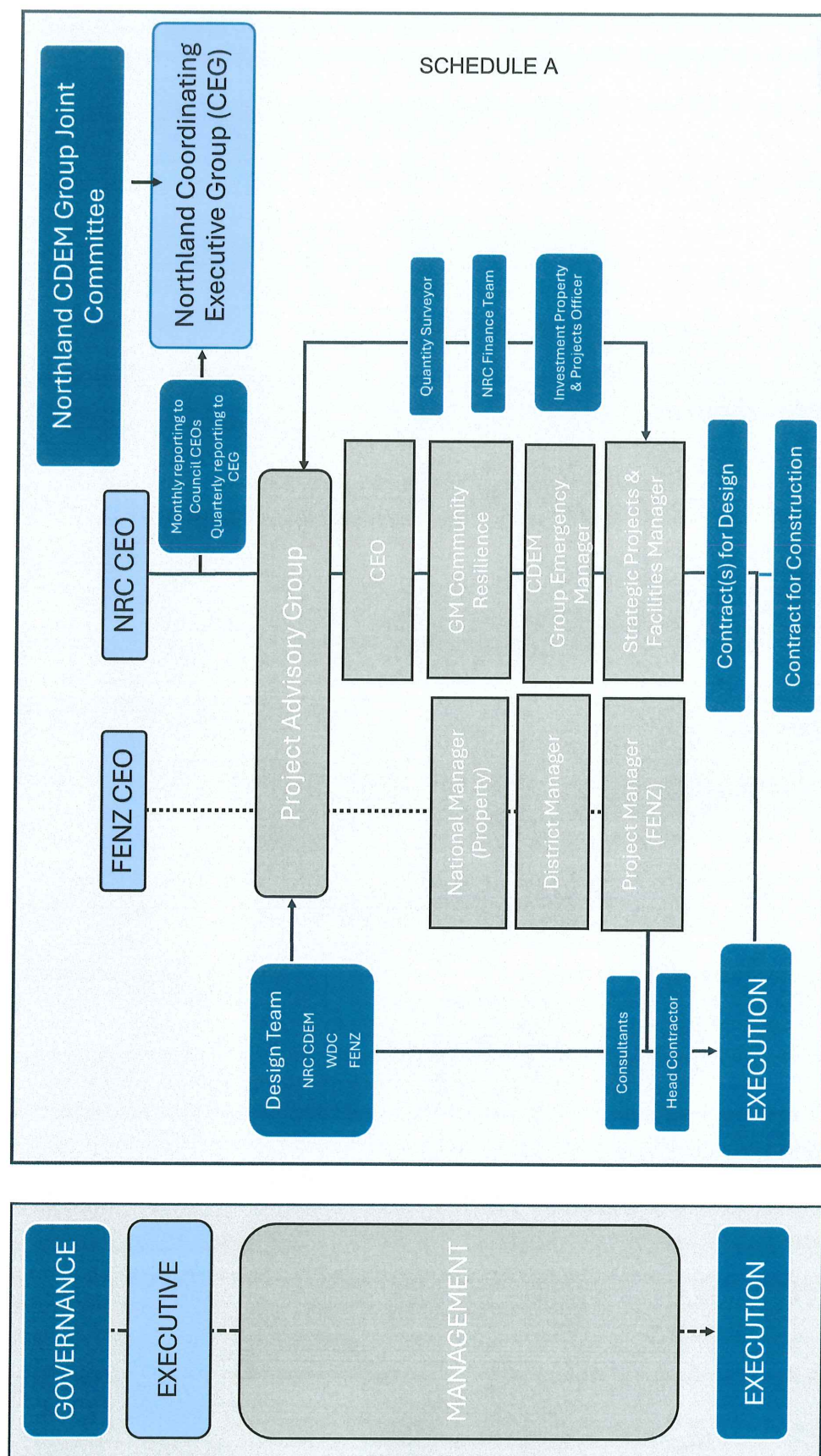
- 12 -

30. **Parties not Partners:**

- 30.1 Nothing in this Agreement shall create or constitute or be deemed to create or constitute a partnership between the Parties, nor to constitute or create, or be deemed to create or constitute a party as an agent of any other party for any purpose whatsoever.
- 30.2 No party shall have any authority or power to bind or commit, act or represent or hold that party out as having authority to act as an agent of, or in any way to bind or commit the other party to any obligation.

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SCHEDULE B

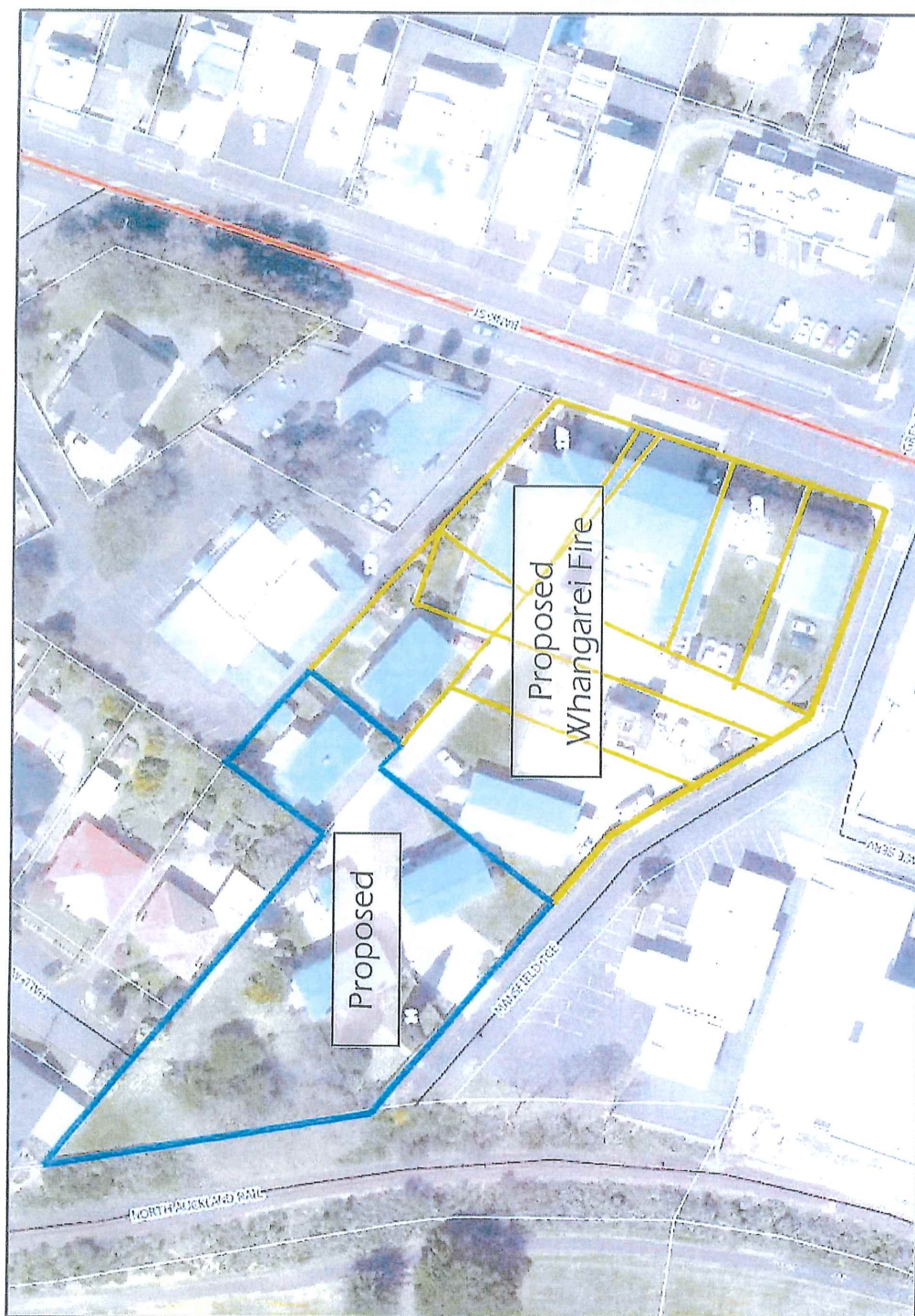


Image 2 – Proposed Sites, WDC GIS Image



FIFTH EDITION 2012 (4)

**AGREEMENT TO LEASE**

This form is approved by Auckland District Law Society Inc and the Real Estate Institute of New Zealand Inc

**GENERAL** address of the premises:

Mansfield Terrace, Whangarei

Schedule C

**DATE:****LANDLORD:**

FIRE AND EMERGENCY NEW ZEALAND

**TENANT:**

NORTHLAND REGIONAL COUNCIL

**GUARANTOR:**

**THE LANDLORD** agrees to grant and the **Tenant** agrees to take a lease of the premises and the carparks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

**THE LANDLORD AND TENANT** agree

- (1) as set out in the First, Second and Third Schedules
- (2) that the Landlord's fixtures, fittings and chattels contained in the premises are those described in the Fourth Schedule.

**THE GUARANTOR** (and if more than one jointly and severally), in consideration of the Landlord entering into this Agreement at the Guarantor's request, agrees with the Landlord to guarantee to the Landlord the obligations of the Tenant and to sign the Lease as a guarantor.

**SIGNED** by the Landlord:**Director / Trustee / Authorised Signatory / Attorney\****Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity***SIGNED** by the Tenant:**Director / Trustee / Authorised Signatory / Attorney\****Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity***SIGNED** by the Guarantor:**Director / Trustee / Authorised Signatory / Attorney\****Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity*

\*If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

*Signed by [full name of the donor] by his or her Attorney [attorney's signature].***WARNINGS** (These warnings do not form part of this contract)

1. This contract is binding on all parties upon signing. All parties should seek legal advice **before signing**.
2. Before signing this contract the Tenant should make sure that the status of the property under the Resource Management Act 1991 is satisfactory for the Tenant's intended use of it.
3. The parties should agree upon and record the Landlord's fixtures, fittings and chattels and their condition in the Fourth Schedule.
4. The parties are advised to insert a clause requiring inclusion of a report of the condition of the premises as at the commencement of the lease.

Release date: 28 November 2017

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**FIRST SCHEDULE**

1. **PREMISES:** Area comprising 3150 square metres more or less being that part of the land contained in Records of Title NA648/209 and NA1805/72 as is shown delineated in blue on the attached plan entitled "Proposed"
2. **CAR PARKS:**
3. **TERM:** Thirty Five (35) years
4. **COMMENCEMENT DATE:** The day that a new title issues for the Premises following a boundary adjustment subdivision involving the land in RTs NA648/209 and NA1805/72
5. **RIGHTS OF RENEWAL:** In perpetuity
6. **RENEWAL DATES:** Every thirty fifth year anniversary of the Commencement Date
7. **FINAL EXPIRY DATE:** N.A.
8. **ANNUAL RENT:**

Premises	\$ 1.00	plus GST
Car Parks	\$	plus GST
<b>TOTAL</b>	<b>\$ 1.00</b>	<b>plus GST</b>

(Subject to review if applicable)
9. **DEPOSIT:** \$ Nil plus GST  
(advance rent)
10. **RENT REVIEW DATES:**

(Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)

  1. ~~Market rent review dates:~~
  2. ~~GPI rent review dates:~~
11. **DEFAULT INTEREST RATE:** 0 % per annum  
(subclause 5.1 of the Lease)
12. **BUSINESS USE:** Joint emergency coordination centre  
(subclause 16.1 of the Lease)

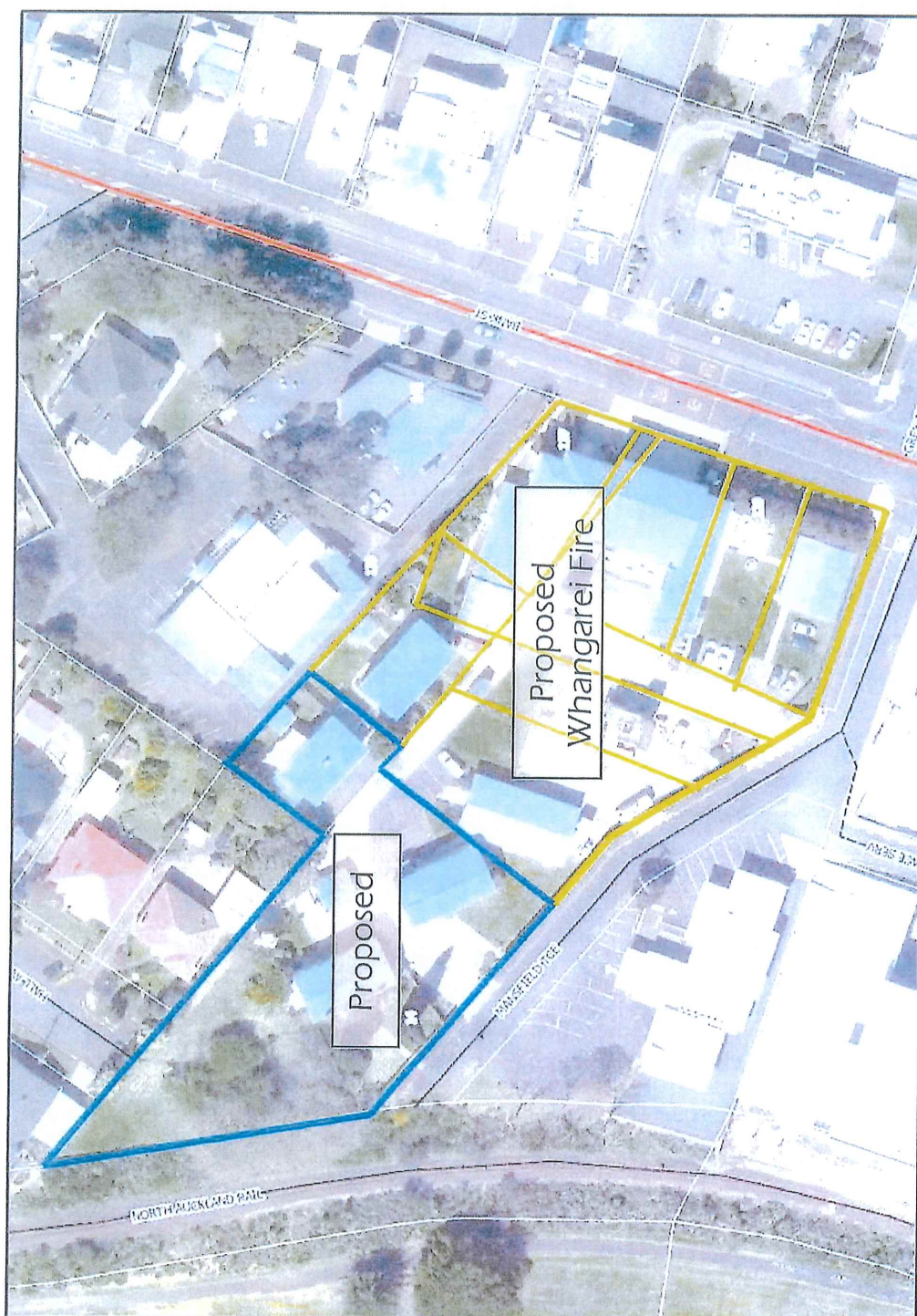


Image 2 – Proposed Sites, WDC GIS Image

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13. **LANDLORD'S INSURANCE:**  
(subclause 23.1 of the Lease)  
(Delete or amend extent of cover as appropriate)
- (Delete either (a) or (b); if neither option is deleted, then option (a) applies)
- (Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)
- (1) ~~Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity, on the following basis:~~
- (a) ~~Full replacement and reinstatement (including loss damage or destruction of windows and other glass);~~
- OR**
- (b) ~~Indemnity to full insurable value (including loss damage or destruction of windows and other glass);~~
- (2) Cover for the following additional risks:
- (a) ~~(i) 12 months~~
- OR**
- (ii) \_\_\_\_\_ months
- indemnity in respect of consequential loss of rent and outgoings;
- (b) ~~Loss damage or destruction of any of the Landlord's fixtures fittings and chattels;~~
- (c) ~~Public liability;~~
14. **NO ACCESS PERIOD:**  
(subclause 27.6 of the Lease)
- (Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)
- (1) ~~0 months~~
- OR**
- (2)
15. **PROPORTION OF OUTGOING:**  
(subclause 3.1 of the Lease)
- 100 % which at commencement date is estimated to be \$ plus GST per annum
16. **LIMITED LIABILITY TRUSTEE:**
17. **OUTGOINGS:**  
(clause 3 of the Lease)
- (1) Rates or levies payable to any local or territorial authority.
  - (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
  - (3) Rubbish collection and recycling charges.
  - (4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
  - (5) Any insurance excess (but not exceeding \$2000) in respect of a claim and insurance premiums and related valuation fees.
  - (6) Service contract charges for air conditioning, lifts, other building services and security services.
  - (7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.
  - (8) The provisioning of toilets and other shared facilities.
  - (9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
  - (10) Yard and carparking area maintenance and repair charges but excluding charges for repaving or resealing.
  - (11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.
  - (12) Management expenses.
  - (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

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## SECOND SCHEDULE

### DEFINITIONS, NOTICES AND INTERPRETATION

#### 1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meaning as in section 4 of the Property Law Act 2007 and the Lease.
- (2) "Agreement" means this document including the front page, any further terms and any schedules and attachments.
- (3) "Working day" means any day of the week other than:
  - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and
  - (b) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive; and
  - (c) the day observed as the anniversary of any province in which the premises are situated.
- (4) A Working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- (5) Any act done pursuant to this agreement by a party after 5.00 pm on a Working day, or on a day which is not a Working day, shall be deemed to have been done at 9.00 am on the next succeeding Working day.
- (6) Where two or more acts (including service of notice) done pursuant to this Agreement are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for subclause 1.1(5).

#### 1.2 Notices

All notices must be in writing and must be served by one of the following means:

- (1) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (2) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
  - (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
  - (b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.
- (3) In respect of the means of service, a notice is deemed to have been served:
  - (a) In the case of personal delivery, when received by the addressee.
  - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
  - (c) In the case of facsimile transmission, when sent to the addressee's facsimile number.
  - (d) In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- (4) In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- (5) A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- (6) Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 1.1(5).
- (7) Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

#### 1.3 Interpretation

- (1) Headings are for information only and do not form part of this Agreement.
- (2) The terms, conditions and covenants contained in this Agreement shall not merge insofar as they either have not been fulfilled at the time of the execution of the Lease or are not reflected in the Lease but shall remain in full force and effect.

1.4 If there is more than one Landlord or Tenant, the liability of the Landlords or the Tenants as the case may be is joint and several.

1.5 Where the Tenant executes this Agreement with provision for a nominee or on behalf of a company to be formed, the Tenant shall remain liable for all the obligations on the part of the Tenant hereunder until such time as the Tenant and the Guarantor have signed the Lease.

1.6 This agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Communication of execution of this agreement may be made by each party transmitting by facsimile or email to the other party or their respective agents a counterpart of this agreement executed by the party sending the facsimile or email.

### DEPOSIT

2.1 The Tenant shall pay as a deposit an advance rental payment of the amount specified in the First Schedule. The deposit shall be payable to the Landlord or the Landlord's agent immediately upon execution of this Agreement by all parties and/or at such other time as is specified in this Agreement. The person to whom the deposit is paid shall hold it as a stakeholder until this Agreement is unconditional or is avoided.

2.2 The Landlord shall not be entitled to cancel this Agreement for non-payment of the deposit unless the Landlord has first given to the Tenant three working days' notice in writing of intention to cancel and the Tenant has failed within that time to remedy the default. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.

FIFTH EDITION 2012 (4)

- 2.3 Without prejudice to any of the Landlord's rights or remedies, including any right to claim for additional expenses and damages, if the deposit or any portion thereof is not paid upon the due date for payment the Tenant shall pay to the Landlord interest at the default interest rate on the portion of the deposit so unpaid for the period from the due date for payment until payment. Unless a contrary intention appears on the front page or elsewhere in this agreement the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

#### LEASE PAYMENTS

- 3.1 The Tenant shall pay the annual rent by equal monthly payments in advance as from the commencement date specified in the First Schedule.
- 3.2 The Tenant shall pay the Goods and Services Tax payable by the Landlord in respect of the rent and other payments payable by the Tenant pursuant to the Lease.
- 3.3 In addition to the rent the Tenant shall pay the outgoings specified in the First Schedule and where any outgoing is not separately assessed in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then a fair proportion.

#### LEASE

form of lease attached.

- 4.1 The Tenant shall enter into a formal lease with the Landlord to be prepared by the Landlord's lawyer using the ~~current Auckland District Law Society Inc Deed of Lease form amended in accordance with the provisions of this Agreement ("Lease")~~. Each party will pay their own costs of the negotiation and preparation of the Lease and any deed recording a rent review or renewal.
- 4.2 ~~Unless otherwise set out in the Third Schedule, it is agreed that the Landlord's fixtures, fittings and chattels contained in the premises as more particularly described in the Fourth Schedule are in a good state of repair.~~
- 4.3 Notwithstanding that the Lease may not have been executed, the parties shall be bound by the terms, covenants and provisions contained in this Agreement and in the Lease as if the Lease had been duly executed.

#### DISPUTE RESOLUTION

- 5.1 Unless otherwise provided in this Agreement, if a party considers that there is a dispute in respect of any matters arising out of, or in connection with this Agreement, then that party shall immediately give notice to the other party setting out details of the dispute. The parties will endeavour in good faith to resolve the dispute between themselves within five (5) working days of the receipt of the notice, failing which the parties will endeavour in good faith within a further ten (10) working days to appoint a mediator and resolve the dispute, time being of the essence.
- 5.2 Neither party will commence legal proceedings against the other except for injunctive relief before following the procedure set out in subclause 5.1.

#### NO ASSIGNMENT

- 6.1 The Tenant shall not assign or agree to assign this Agreement or the Tenant's interest under this Agreement and the Tenant shall not register any caveat against the land in respect of its interest under this Agreement. The Tenant shall not be entitled to exercise the right of assignment contained in the Lease until such time as the Tenant has signed the Lease.

#### AGENT

- 7.1 If the name of a licensed real estate agent is recorded on this Agreement it is acknowledged that the lease evidenced by this Agreement has been made through that agent whom the Landlord appoints as the Landlord's agent to effect the Lease. The Landlord shall pay the agent's charges including GST for effecting such Lease.

#### LIMITATION OF LIABILITY

- 8.1 If any person enters into this Agreement as trustee of a trust, then:
- (1) That person warrants that:
    - (a) that person has power to enter into this Agreement under the terms of the trust; and
    - (b) that person has properly signed this Agreement in accordance with the terms of the trust; and
    - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Agreement; and
    - (d) all of the persons who are trustees of the trust have approved entry into this Agreement.
  - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 8.2 Notwithstanding subclause 8.1, a party to this Agreement that is named in item 16 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 8.1(2).

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### **THIRD SCHEDULE**

**FURTHER TERMS (if any)**

FIFTH EDITION 2012 (4)

## **FOURTH SCHEDULE**

### **LANDLORD'S FIXTURES, FITTINGS AND CHATTELS (if any)**

(Subclause 4.2)

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FIFTH EDITION 2012 (4)

DATED \_\_\_\_\_

**BETWEEN**

Landlord \_\_\_\_\_

Ph \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

**AND**

Tenant \_\_\_\_\_

Ph \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

**AGREEMENT TO LEASE**

© This form is copyright to  
Auckland District Law Society Inc

General address of the premises:

\_\_\_\_\_  
Landlord's lawyer (indicate individual acting)

\_\_\_\_\_  
Tenant's lawyer (indicate individual acting)

Deposit paid to \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Date paid \_\_\_\_\_

**LEASE NEGOTIATED BY:**

**Licensed Real Estate Agent**

Office \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Manager \_\_\_\_\_

Salesperson \_\_\_\_\_

© AUCKLAND DISTRICT LAW SOCIETY INC 2017  
REF 4010

## DEED OF LEASE

**Dated:**

**Landlord: FIRE AND EMERGENCY NEW ZEALAND**

**Tenant: NORTHLAND REGIONAL COUNCIL**

**IN CONSIDERATION** of the Annual Rent hereinafter reserved and of the covenants, conditions and stipulations on the part of the Tenant contained or implied herein the Landlord leases to the Tenant the Land for the Term and at the Annual Rental as set out in the First Schedule subject to the covenants conditions and restrictions set out in the Second Schedule and the Tenant accepts the lease to be held by it as tenant subject to the covenants conditions restrictions and covenants set out in this lease.

The Landlord and the Tenant covenant and agree as set out in the Second Schedule.

Whenever words or phrases appear in this lease and in the Second Schedule that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

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**FIRST SCHEDULE**  
**Reference Schedule**

Landlord:	Fire and Emergency New Zealand
Landlord's Address:	Mansfield Terrace, Whangarei
Tenant:	Northland Regional Council
Tenant's Address:	36 Water Street, Whangarei 0110 Private Bag 9021, Whangarei 0148
Land:	Area comprising 3150 square metres more or less being that part of the land contained in Records of Title NA648/209 and NA1805/72 as is shown delineated in blue on the attached plan entitled "Proposed"
Term:	Thirty five (35) years
Commencement Date:	
Renewal Dates:	Every thirty fifth anniversary of the Commencement Date
Annual Rent:	\$1.00 per annum
Rent Payment Date(s):	The Commencement Date and every anniversary of the Commencement Date
Permitted Use:	A joint emergency coordination centre
Default Interest Rate:	10%
Minimum Public Liability Insurance Cover:	\$2,000,000.00

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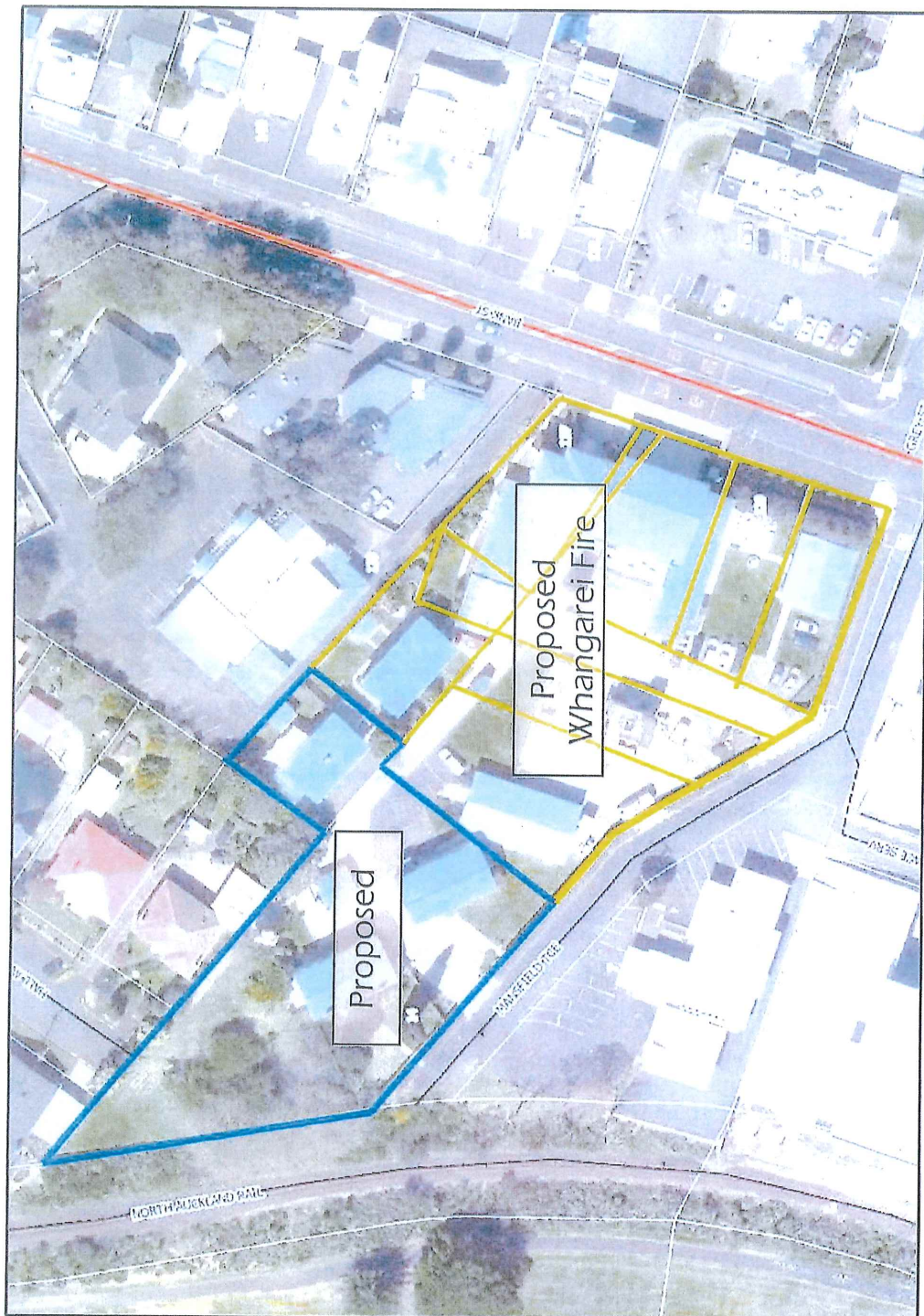


Image 2 – Proposed Sites, WDC GIS Image

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## SECOND SCHEDULE

### 1. INTERPRETATION

In this deed unless the context indicates otherwise:

#### 1.1. Definitions:

**"Authority"** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or Building or their use;

**"Building"** means all buildings erected on the Land by the Tenant;

**"Building Work"** means work for or in connection with the construction, alteration, demolition or removal of a Building or any fixtures or Improvements and includes earthworks preparatory to or associated with that construction, alteration, demolition or removal and any work of a structural or retaining nature, and services associated with that work;

**"Excepted Event"** means:

(a) fire, flood, explosion, lightning, storm, earthquake or volcanic activity;

(b) the occurrence of any other peril against the risk of which the Landlord may elect to insure from time to time;

**"GST"** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

**"Improvement(s)"** means any improvement in or on the Land, and includes all pipes, drains, conduits and other connections for utilities that primarily serve the Land, regardless of whether they are located in or on the Land;

**"Land"** means the area comprising 3150 square metres more or less and being that part of the Property as is shown outlined in blue on the plan attached hereto;

**"Landlord"** means Fire and Emergency New Zealand together with its transferees, assignees or successors in title;

**"Lease"** means this lease or any lease in substitution therefore;

**"Property"** means the property comprised in Records of Title NA648/209 and NA1805/72;

**"Rent"** means the annual rent specified in the Reference Schedule subject to changes consequent upon Landlord's exercise of any right to review the annual rent;

**"Tenant"** means Northland Regional Council with its transferees, assignees or successors in title;

**"Tenant's Agent"** means a person for whose acts or omissions the Tenant is responsible and includes without limitation the Tenant's agents, employees, contractors and invitees;

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**"Working Day"** has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a Working Day, or on a day which is not a Working Day, shall be deemed to have been served on the next succeeding Working Day.

- 1.2. Reference Schedule Expressions:** the expressions "Term", "Commencement Date", "Default Interest Rate", "Renewal Dates", "Annual Rent Payment Date(s)", "Permitted Use" and "Minimum Public Liability Insurance Cover" will be interpreted by reference to the Reference Schedule;
- 1.3. Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background;
- 1.4. Gender:** words importing one gender will include the other genders;
- 1.5. Headings:** section, clause and other headings are for ease of reference only and will not affect this deed's interpretation;
- 1.6. Negative Obligations:** any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;
- 1.7. Parties:** references to parties are references to parties to this deed;
- 1.8. Persons:** references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.9. Plural and Singular:** words importing the singular number will include the plural and vice versa;
- 1.10. Schedules:** the schedules to this deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this deed;
- 1.11. Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this deed's sections, clauses and schedules;
- 1.12. Statutes and Regulations:** references to any statutory provision will include any statutory provision which amends or replaces it, and any subordinate legislation made under it.
- 1.13. Reference Schedule Provisions:** wherever words appear in the Second Schedule of this Lease (clauses 1 through 24) that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.

## **2. TERM**

- 2.1.** The Term of this Lease will commence on the Commencement Date and will end at 5pm on the Expiry Date.

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### **3. RENEWAL**

- 3.1.** On the expiry of the term and on the expiry of every term of thirty three (33) years thereafter the Landlord will grant the Tenant a new lease for a further term of thirty three (33) years on the same terms and conditions as set out in this lease.

### **4. RENT**

- 4.1.** The Tenant shall pay to Landlord an annual rent of \$1.00 plus GST payable in advance commencing with a first payment on the Commencement Date and on the annual anniversary of the Commencement Date in each year thereafter during the Term and any renewed Term.
- 4.2.** The Tenant must not reduce any payment of Rent by making any deduction from it or set off against it.

### **5. OUTGOINGS**

- 5.1.** The Tenant must punctually pay:
- 5.1.1.** all rates as defined in the Local Government (Rating) Act 2002 and any other rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority in respect of the Land; and
- 5.1.2.** all charges for electricity, gas, water and any other service or utility charges addressed to either the Landlord or the Tenant for the Land.

### **6. GST**

- 6.1.** The Tenant must pay all GST on the Rent and other payments made by the Tenant under this Lease either to the Landlord or as the Landlord directs. The GST on the Rent shall be payable on each occasion when the Rent falls due for payment and in respect of any other payment shall be payable on demand.
- 6.2.** If the Tenant defaults in payment of Rent or any other payment due under this Lease and the Landlord becomes liable to pay additional GST or penalty tax, the Tenant must on demand pay the additional GST or penalty tax.

### **7. DEFAULT INTEREST**

- 7.1.** If the Tenant fails to pay any Rent or other money payable under this Lease for 10 Working Days after the due date for payment or (if there is no due date) on the date of the Landlord's demand, then the Tenant must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of the Landlord's demand (as the case may be) to the date of payment.

### **8. REQUIRED USE**

- 8.1.** The Tenant must only use the Land for the Permitted Use.

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## **9. CONDUCT ON THE LAND**

- 9.1.** The Tenant must not use or permit the Land or Buildings or any part of the Land or Buildings to be used for any activity which is or may become dangerous, offensive, noxious, noisy, illegal or immoral, or which is or may become a nuisance or annoyance to the Landlord or to the owners and occupiers of neighbouring properties.

## **10. INSURANCE**

- 10.1.** The Tenant acknowledges for the purposes of section 271(1) of the Property Law Act 2007 that the Landlord has not insured and is under no obligation to insure the Land or the Buildings or Improvements against destruction or damage to the Land and the Buildings and Improvements by an Excepted Event. Any insurance that the Landlord does elect to effect will only be to the extent, with the excess, under the type of policy and on the terms and conditions that the Landlord from time to time considers appropriate at its absolute discretion.
- 10.2.** The Tenant must at all times during the Term maintain the following insurances:
- 10.2.1.** Public liability insurance (which includes a tenant's liability clause) for at least the Minimum Public Liability Insurance stated in the Reference Schedule (being the amount which may be paid out arising from any single accident or event), or any higher amount the Landlord reasonably requires;
- 10.2.2.** Insurance for the Buildings and Improvements on a full replacement and reinstatement basis against destruction or damage by fire, flood, explosion, lightning, storm, earthquake or volcanic activity and any other risks which Landlord reasonably requires to be insured against; and
- 10.2.3.** Replacement of all glass in the Land, Buildings and Improvements,
- 10.3.** The Tenant's insurance will be on terms and conditions and with a reputable insurer of which the Landlord reasonably approves. The Tenant will provide the Landlord with proof of the insurance and the terms of it on the Commencement Date stated in the Reference Schedule, and every 12 months from the Commencement Date. The insurance will be in the joint names of the Landlord and the Tenant for their respective interests.
- 10.4.** Whenever the Landlord requests it to, the Tenant will provide the Landlord with a copy of the insurance policy for the insurance it must maintain, plus evidence that the Tenant has paid the premium.

## **11. DAMAGE TO OR DESTRUCTION OF THE LAND**

- 11.1.** If the Land, Building or Improvements are damaged or destroyed, the Tenant must meet the cost of making good the damage or destruction to the Land or the Building or Improvements and must indemnify the Landlord against such costs in any of the following circumstances:

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- 11.1.1.** (for the purposes of section 271(2) of the Property Law Act 2007) to the extent that:
  - (a) the damage or destruction arises from an Excepted Event; and
  - (b) at the time when the damage or destruction occurs, the Landlord is not, in fact, entitled to be indemnified under a policy of insurance for the whole or any part of the destruction or damage; or
- 11.1.2.** where the destruction or damage was intentionally done or caused by the Tenant or the Tenant's Agent; or
- 11.1.3.** where the destruction or damage was the result of an act or omission by the Tenant or the Tenant's Agent that:
  - (a) occurred on or about the Land and Building or on or about the whole or any part of the Property; and
  - (b) constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
- 11.1.4.** where any insurance moneys that would otherwise have been payable to the Landlord for the destruction or damage are irrecoverable because of the act or omission of the Tenant or the Tenant's Agent.

## **12. BUILDING WORK**

- 12.1.** The Tenant may not erect, alter, reinstate, extend, paint or redecorate any Building or Improvement without:
  - 12.1.1.** first supplying the Landlord with detailed plans and specifications and a project programme; and
  - 12.1.2.** obtaining the prior written approval of the Landlord as landowner.
- 12.2.** The Landlord will not withhold its consent arbitrarily or unreasonably under clause 12.1.2 if the proposed Building Work:
  - 12.2.1.** complies with any reasonable standards applicable to the Property which the Landlord may from time to time set as to the design, quality, materials and colour of any Buildings and Improvements;
  - 12.2.2.** will not in the opinion of the Landlord overload or endanger the proper working of any services, utilities or amenities;
  - 12.2.3.** will be carried out under the supervision of an architect, project manager, engineer or other suitably qualified person; and
  - 12.2.4.** is, in the opinion of Landlord, associated with and necessary for the Required Use or otherwise in the public interest.
- 12.3.** If the Landlord as landowner gives its approval under clause 12.1.2 then the Tenant must promptly complete the Building Work in a proper and workmanlike manner in accordance with the approved plans and specifications and all approvals, permits and consents.

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- 12.4.** The Tenant must obtain all consents required under the Building Act 2004 and the Resource Management Act 1991 and provide the Landlord (as landowner) with a copy of those consents.
- 12.5.** In granting consent or approval under this clause 12 the Landlord will not be deemed to have warranted that the plans or specifications are suitable for the Tenant's purposes or that any person involved in the work is suitable or adequately qualified.
- 12.6.** During the construction of the Building Work the Tenant must maintain, in the joint names of the Landlord and the Tenant for their respective interests, builders' risk and public liability insurance for amounts approved by the Landlord and will provide the Landlord with a copy of the policies. All Building Work is at the sole risk of the Tenant.
- 12.7.** If during the course of the Building Work the Landlord reasonably considers the Tenant is failing to adhere to the approved plans or specifications, the project programme, the standards referred to in clause 12.2.1, or reasonably considers that the project is not being properly managed, the Landlord may by notice in writing to the Tenant require that all work stop immediately, or require it to take other action as necessary to mitigate the Landlord's concerns.
- 12.8.** On completion of the Building Work, the Tenant must provide the Landlord with a copy of the code compliance certificate under the Building Act 2004 and a complete set of drawings accurately showing the Buildings and Improvements as constructed or altered.

### **13. MAINTENANCE OF THE LAND**

The Tenant shall maintain the Land in a tidy and attractive condition.

### **14. MAINTENANCE OF BUILDING/IMPROVEMENTS**

- 14.1.** The Tenant must keep and maintain all Buildings (both the exterior and the interior) and Improvements on the Land in good, clean, and substantial order, repair and condition. The Tenant will do this to the satisfaction of the Landlord.
- 14.2.** The Tenant must remove any externally visible graffiti from any Buildings or Improvements on the Land within 5 days of any defacement occurring.
- 14.3.** The Tenant shall ensure that the Land is left in clean order repair and condition at the end or earlier determination of the Term and will quietly yield up the Land in clean order repair and condition. The Tenant shall not be liable for fair wear and tear arising from reasonable use.

### **15. ACTS, REGULATIONS, BY-LAWS, RULES AND MANAGEMENT PLAN**

- 15.1.** The Tenant must comply with all statutes, regulations, bylaws, rules and requisitions and District and Regional Plan Rules as they affect the Land and the Tenant's use of the Land.
- 15.2.** Where any Building requires a compliance schedule under the Building Act 2004 ("the Building Act") the Tenant shall at its own cost fully comply with all obligations imposed under the Building Act including but not limited to:

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- 15.2.1.** complying with any requirements specified in any compliance schedule issued by the Landlord in its regulatory capacity;
- 15.2.2.** ensuring the Building has at all times a current building warrant of fitness and obtaining any written reports relating to compliance with the compliance schedule;
- 15.2.3.** complying with any notices issued by the Landlord in its regulatory capacity under the Building Act.
- 15.3.** The Tenant shall at all times display at a place in the Building to which users of the Building have ready access, a copy of the current building warrant of fitness showing the location of the compliance schedule.
- 15.4.** The Tenant shall make available to the Landlord in its capacity as Landlord:
  - 15.4.1.** prior to the annual anniversary of the issue of the compliance schedule a copy of the compliance schedule together with any written reports relating to compliance with the compliance schedule; and
  - 15.4.2.** on every subsequent annual anniversary a copy of the building warrant of fitness for the Building together with any written reports relating to compliance with the compliance schedule.

#### **16. LANDLORD'S RIGHTS OF ENTRY TO INSPECT AND REPAIR**

- 16.1.** The Tenant must allow the Landlord or any person authorised by the Landlord at all reasonable times on to the Land and inside Buildings to inspect them or to carry out any works which are not the responsibility of the Tenant.
- 16.2.** If the Landlord gives the Tenant notice of failure to do repairs required by this Lease, the Tenant must carry out work with all speed and complete the work in a diligent and workmanlike manner.
- 16.3.** If the Tenant fails to comply with clause 16.2 then the Landlord is entitled to enter the Land and carry out the work and the Tenant must pay the cost of that work on demand.

#### **17. SUBLETTING**

- 17.1.** The Tenant may sublease all or part of the Land, Buildings and Improvements subject to the consent of the Landlord such not to be unreasonably withheld.

#### **18. DEFAULT**

- 18.1.** The Landlord may (in addition to the Landlord's rights to apply for an order for possession or any other rights or remedies at law) cancel this Lease by immediately or thereafter re-entering the Land:
  - 18.1.1.** if the Rent is in arrears 10 Working Days after the due date to pay any instalment of the Rent and the Tenant has failed to remedy that breach within 10 Working Days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007; or

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**18.1.2.** in the case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied (other than the covenant to pay Rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007;

and the Term shall terminate on such cancellation, but without prejudice to the rights of either party against the other.

**18.2.** It shall be a breach of this Lease if the Tenant:

**18.2.1.** being a company or incorporated body:

- (a) is or is deemed to be unable to pay its debts under section 287 of the Companies Act 1993; or
- (b) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by the Landlord); or
- (c) is wound up or dissolved; or
- (d) enters into any assignment or other compromise or scheme of arrangement with its creditors or any class of its creditors; or
- (e) has a receiver, manager or receiver and manager appointed in respect of any of its assets; or

**18.2.2.** being an unincorporated association or trust, is wound up, dissolved or becomes defunct.

**18.3.** The Landlord may without being under any obligation to do so remedy at the Tenant's cost any default by the Tenant under this Lease.

**18.4.** The Tenant's breach of the following terms is a breach of an essential term of this Lease:

**18.4.1.** the covenant to pay Rent or other money payable by the Tenant under this Lease;

**18.4.2.** the terms prohibiting assignment or subleasing;

**18.4.3.** the terms restricting use of the Land; and/or

**18.4.4.** the terms dealing with erecting, altering, reinstating, extending, pulling down or removing any Building or Improvement.

**18.5.** The Landlord's acceptance of any arrears of Rent or other money payable under this Lease is not a waiver of the essential obligation to pay any other Rent or other money payable under this Lease.

## **19. COMPENSATION AND INDEMNITY**

**19.1.** If any act or omission of the Tenant:

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**19.1.1.** is a repudiation of this Lease or of the Tenant's obligations under this Lease; or

**19.1.2.** is a breach of any of the Tenant's obligations under this Lease

the Tenant must compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

**19.2.** The Landlord's entitlement to recover damages will not be affected or limited by:

**19.2.1.** the Tenant abandoning or vacating the Land, the Landlord electing to re-renter or to terminate this Lease;

**19.2.2.** the Landlord electing to re-enter or to terminate this Lease; or

**19.2.3.** the Landlord accepting the Tenant's repudiation; or

**19.2.4.** the parties' conduct constituting a surrender by operation of law.

**19.3.** The Tenant indemnifies the Landlord against all actions, proceedings, calls, costs, claims, demands, losses, damages, expenses and liabilities of any kind suffered or incurred by the Landlord resulting from any negligent act or omission of the Tenant or the Tenant's Agents or any breach of the Tenant's obligations under this lease.

**19.4.** The indemnity in clause 19.3 will not apply to damage to or destruction to the Land and Buildings to the extent that section 269 of the Property Law Act 2007 applies.

## **20. DISPUTE RESOLUTION**

**20.1.** If any dispute arises between the Landlord and the Tenant concerning this Lease, the parties will try in good faith to settle the matter by negotiation, and if that is unsuccessful by mediation.

**20.2.** If the dispute cannot be settled by negotiation or mediation, it will be referred to arbitration (under clause 20.3).

**20.3.** The dispute will be referred to a sole arbitrator if the parties agree upon one, and if not then the dispute will be referred to an arbitrator appointed by the then President or Vice President of the New Zealand Law Society.

**20.4.** The Arbitration Act 1996 will govern the arbitration and the arbitral award will be final and binding on the parties. However, either party is entitled to appeal to the High Court on any error of law arising out of the award.

## **21. IMPLIED PROVISIONS**

**21.1.** The covenants and provisions implied in Leases by the Property Law Act 2007 and the Land Transfer Act 2017 will apply to this Lease except to the extent they are inconsistent with the terms of this Lease.

**21.2.** The Tenant will not call for this Lease to be registered, or lodge a caveat against the title to the Land.

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**22. COSTS**

- 22.1.** Each party will pay its own legal costs and expenses for the preparation, completion and execution of this Lease or any renewal or variation of it.

**23. NO WAIVER**

- 23.1.** The Landlord's waiver or failure to act in response to the Tenant's breach of any of the Tenant's obligations in this Lease will not operate as a waiver of the same breach on any later occasion, or any other breach of this Lease.

**24. NOTICES**

- 24.1.** Any notice or document required or authorised to be delivered or served under this Lease may be delivered or served:

**24.1.1.** In any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served; or

**24.1.2.** By facsimile where permitted by the Property Law Act 2007 for a notice of its type.

- 24.2.** Any notice or other document will be treated as delivered or served and received by the other party:

**24.2.1.** On personal delivery;

**24.2.2.** Three days after being posted by prepaid registered post; or

**24.2.3.** on completion of an error free transmission, when sent by facsimile.

- 24.3.** Any notice or document to be delivered or served under this Lease must be in writing and signed by:

**24.3.1.** Any attorney, officer, employee or solicitor for the party serving or giving the notice; or

**24.3.2.** The party serving the notice or any other person authorised by that party.

- 24.4.** Clauses 24.2 and 24.3 apply to any notice or communication from the Tenant to the Landlord.

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Schedule D

# Feasibility Budget Estimate

**Number : 3**

Issue : 5.0

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Northland Multi Agency Coordination Centre  
12 Mansfield Terrace  
Whangarei

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Instructing Party: Fire and Emergency New Zealand

Lead Designer: Chris McClusky  
Architect  
Design Composites Ltd

Prepared by: Ralph Murray  
Quantity Surveyor / Managing Director  
MNZIQS, Reg. QS  
Duffield Murray Consultants Ltd

ralph@duffieldmurray.co.nz

+64 7 839 5641

Date: 27 June 2023

Duffield Murray Consultants Ltd

Quantity Surveyors, Construction Cost Consultants, Cost Managers



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Full Estimate Breakdown	



## Executive Summary

Duffield Murray Consultants have been instructed to prepare a feasibility budget estimate for the Northland Multi Agency Coordination Centre based on a bulk and form plan.

**Our mean estimate value for core construction costs is \$ 7,570,000.00 excluding GST.**

The estimate value includes building and resource consent fees

The estimate value includes professional fees of 9.00%

The estimate value includes construction contingency of 10.00%

The estimate value includes a provisional allowance for market movement from today's date through to an anticipated tender date of June 2024. Actual movement could vary significantly.

Allowance for furniture and the optional provision within the structure for a future first floor would increase the estimate value by \$ 635,000.00.

The cost reduction from previous feasibility estimates has been achieved by both a reduction in building area and a rationalisation of the building form / finishes / services, offset by market movement since our last estimate.

Refer to the balance of this report for full details of inclusions and exclusions from this figure, to the estimate accuracy section which clarifies potential cost ranges and to the estimate breakdown which clarifies the specific allowances made.

Specific attention is drawn to the risk of not obtaining truly competitive pricing in the current construction market together with ongoing pricing and supply chain volatility.

## Introduction

Fire and Emergency New Zealand have had a bulk and form plan completed by Design Composites Ltd for the Northland Multi Agency Coordination Centre at 12 Mansfield Terrace, Whangarei.

Fire and Emergency New Zealand have in turn requested that Duffield Murray Consultants provide a Feasibility Budget Estimate for the works.

The purpose of this estimate is to provide an indication of the likely range of construction costs that could be expected if the design was fully developed in accordance with the intent of the concept provided and the works were let in a competitive tender situation in today's market.

This report is specifically intended for Design Composites Ltd and their client Fire and Emergency New Zealand only. It is not intended to be used by any other parties or for any other purpose.

## Basis of Estimate

Design Composites Ltd have provided the following information up to 17/08/22:

- Design Composites bulk and form plans 01a rev P2 and 06 to 08 rev P1 dated July 2022
- Land Development and Engineering geotechnical assessment report dated 04/03/22
- Revised professional fees and furniture estimates

No architectural design beyond bulk form plans, structural design, services design, fire design, outline specification or fitout design has been provided

The site has not been inspected.

## Assumptions

The following forms the basis of pricing for the works:

- Design being fully developed in accordance with the intent of the bulk and form plans provided
- IL4 design but with provision for temporary / short term services resilience
- Medium commercial standard of design / finishes
- Work being competitively tendered on the open market with multiple tenderers
- Tenders being called under NZS 3910 or similar conditions with a typical risk balance between the parties
- Rates based on today's market but assuming competitive tenders are obtained, plus a provisional allowance for market movement through to November 2023
- Full un-interrupted access to the site for the duration of the work
- A reasonable construction period without the need to work out of hours

## Clarifications

The estimate has been based on generic costs / m<sup>2</sup> for construction works derived from data held on similar projects and industry knowledge. The nature of such an estimate means that specific supplier / subcontractor quotations have generally not been sourced.

Seeking tenders by invitation only, pricing by negotiation, evaluating tenders based on non-price attributes, modified contract conditions, fast tracked procurement, incomplete or ambiguous documentation and the like are likely to result in varied pricing to that established within this estimate. In the current market this variance can be significant but may be unavoidable.

The estimate has been based on bulk and form plans and should therefore be treated as indicative only at this stage for the purpose of evaluating the concept. Total estimate values are likely to move as a specific design is developed and the project brief defined. It is recommended that the estimate be reviewed and updated as further design information becomes available.

## Exclusions

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The following are specifically excluded from the estimate and separate allowance should be made as considered necessary:

- Exclusions as specifically noted in estimate detail
- Costs associated with unidentified ground conditions including rock excavation, piling, dewatering and deep soil remediation (no requirement indicated by current geotechnical assessment)
- Diversion of any council or network services which may run through the site
- ESD features / greenstar rating
- IL5 resilience including base isolation and the like, full services resilience and the like
- Staging / phasing of the works
- Costs beyond core construction works including;
  - Property purchase / holding costs
  - Finance / legal costs
  - Decanting and relocation costs
  - Information and Communications Technology
  - Security
  - **Temporary accommodation and storage costs**
- **Market movement / cost escalation beyond a projected tender date of June 2024**

## Estimate

### Area Schedule

The following areas have been measured from the plans provided:

Location	Area (m <sup>2</sup> )
Ground floor	810 m <sup>2</sup>
<b>Total Gross Floor Area</b>	<b>810 m<sup>2</sup></b>

It should be noted that areas are based on the RICS code of measuring practice for gross floor area so may differ from areas noted on plans.

### Estimate Summary

A summary breakdown of the estimate follows:

Cost Centre	Amount
Site Clearance / Platform Formation	\$ 570,000.00
Buildings	\$ 5,060,000.00
Professional & Consent Fees	\$ 620,000.00
Contingency	\$ 630,000.00
Market Movement To Jun 2024 (Provisional)	\$ 690,000.00
<b>TOTAL OF CORE BUILDING WORKS (excluding GST)</b>	<b>\$ 7,570,000.00</b>

#### Optional Resilience and Furniture

Furniture	\$ 235,000.00
Optional Resilience (provision for future first floor)	\$ 400,000.00

## Elemental Breakdown

The build-up of the estimate is further clarified as follows:

Cost Centre	Amount
<b>SITE CLEARANCE / PLATFORM FORMATION</b>	<b>\$ 570,000.00</b>
Demolition	\$ 220,000.00
Site Clearance	\$ 100,000.00
Platform Formation	\$ 250,000.00
<b>BUILDINGS</b>	<b>\$ 5,060,000.00</b>
Main Building	\$ 3,260,000.00
Stores	\$ 260,000.00
Site Services	\$ 300,000.00
External Works	\$ 900,000.00
Services Resilience	\$ 340,000.00
<b>PROFESSIONAL &amp; CONSENT FEES</b>	<b>\$ 620,000.00</b>
Resource Consent Fees / Levies	\$ 70,000.00
Building Consent	\$ 30,000.00
Professional Fees	\$ 520,000.00
<b>CONTINGENCY</b>	<b>\$ 630,000.00</b>
Design Contingency	\$ -
Construction Contingency - 10 %.	\$ 630,000.00
<b>MARKET MOVEMENT TO JUN 2024 (PROVISIONAL)</b>	<b>\$ 690,000.00</b>
Projection for Market Movement to Jun 2024 - 7.5 %.	\$ 690,000.00
<b>TOTAL OF CORE BUILDING WORKS (excluding GST)</b>	<b>\$ 7,570,000.00</b>

### OPTIONAL RESILIENCE & FURNITURE

<b>Fitout</b>	<b>\$ 235,000.00</b>
Information and Communications Technology	No Allowance
Security	No Allowance
Furniture	\$ 235,000.00
<b>Optional Resilience</b>	<b>\$ 400,000.00</b>
Upgrade Foundations For Future First Floor	\$ 220,000.00
Upgrade Frame for Future First Floor	\$ 180,000.00



## Estimate Accuracy / Cost Parameters

Construction costs are affected by a wide range of factors including the scale and complexity of the works, site location relative to suitable resource bases, the level of competition in pricing, the final degree of risk to be carried by the contractor and the like. Where these are known they have been taken into account when establishing the estimated mean value for the works.

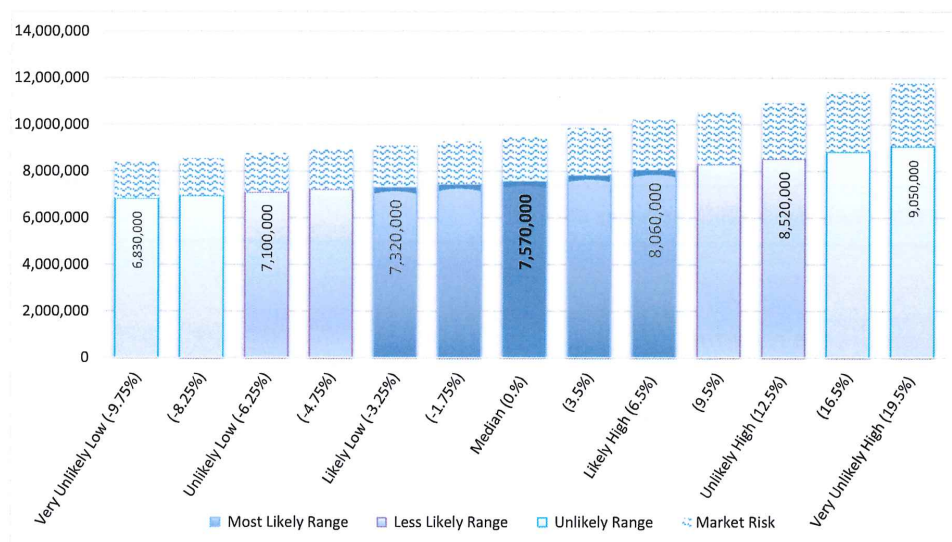
It is important to be aware however that many of these factors also affect the range in pricing that can be expected to be received.

In addition to this the level of design detail available at time of estimate preparation will also have a significant impact on pricing variability. While design development may result in lower costs than projected, it is more common for costs to move upward during design development as issues are identified and resolved. The earlier cost estimates are prepared in the design process, the greater the degree of likely cost movement.

An assessment of all of these variables indicates a current volatility profile for this project as follows:



Based on this volatility profile it is recommended that when setting budgets the following cost parameters be considered in relation to the estimated mean value of \$ 7,570,000.00 excluding GST:



Market risk category above offers an indication of the likely risk to overall project value should market conditions not allow multiple competitive tenders to be obtained on typical contractual terms. These values are however potentially open ended.

It is noted that in the current market there is a reasonably significant risk that it may not be possible to obtain truly competitive pricing for a project of this type. In such circumstances the estimated mean value provides a benchmark against which to measure pricing received so that an informed decision on whether to accept any pricing premium can be made.

Note that the range identified does not account for future changes in the scope of the project, which are unable to be pre-quantified.

## Appendix A

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### Full Estimate Breakdown



## Feasibility Budget Estimate Number 3 Issue 5

## Fire and Emergency New Zealand

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
<b>1 - 2 AREAS</b>					
<b>Floor Areas</b>					
Basement - Deleted					
1	Ground floor	810	m <sup>2</sup>		
First floor - Deleted					
2	Total	810	m <sup>2</sup>		
<b>3 - 13</b>	<b><u>SITE CLEARANCE / PLATFORM FORMATION</u></b>				<b>570,000.00</b>
<b>3 - 6</b>	<b><u>Demolition</u></b>				<b>220,000.00</b>
3	Asbestos removal (Provisional, no asbestos report so actual requirements could vary considerably).		SUM		120,000.00
4	Demolish two storey light timber framed building with timber floor.	816	m <sup>2</sup>	98.04	80,000.00
5	Demolish single storey light timber framed building with concrete foundations / floor.	100	m <sup>2</sup>	100.00	10,000.00
6	Demolish decks, ramps, covered areas	117	m <sup>2</sup>	85.47	10,000.00
<b>7 - 10</b>	<b><u>Site Clearance</u></b>				<b>100,000.00</b>
No allowance for contaminated soil.					
7	Break up and remove paving.	760	m <sup>2</sup>	39.47	30,000.00
8	Demolish fencing and remaining site development.		SUM		10,000.00
9	Clear trees and planting.		SUM		10,000.00
10	Strip topsoil / disturbed ground (300mm assumed), remove from site.	907	m <sup>3</sup>	55.13	50,000.00
<b>11 - 13</b>	<b><u>Platform Formation</u></b>				<b>250,000.00</b>
Generally good ground indicated but have allowed to excavate to 1.2m below existing level with engineered gravel pad for IL4 requirements and to avoid expansive soils.					
No allowance for rock excavation.					
11	Platform formation at main building, 900 cut below topsoil, 600 fill to underside of foundations, geotex fabric at 300 c/c.	964	m <sup>2</sup>	82.99	80,000.00
12	Platform formation at store, 900 cut below topsoil, 800 fill to underside of foundations, geotex fabric at 300 c/c.	145	m <sup>2</sup>	137.93	20,000.00
13	Platform formation at roading and paving, 900 cut below topsoil, 600 fill to underside of basecourse, geotex fabric at 300 c/c.	1,800	m <sup>2</sup>	83.33	150,000.00

## Feasibility Budget Estimate Number 3 Issue 5

## Fire and Emergency New Zealand

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
<b>14 - 52</b>	<b><u>BUILDINGS</u></b>				<b>5,060,000.00</b>
<b>14 - 34</b>	<b><u>Main Building</u></b>				<b>3,260,000.00</b>
	Indicative rate build-up. Actual values will be design dependant.				
	Design brief simplified to a single storey regular building form with the following attributes:				
	➤ Shallow concrete foundations and uninsulated floor slab, to suit single storey building.				
	➤ Light steel portal frame supporting 10 degree pitch simple roof falling to fascia spouting with no parapets.				
	➤ 3m knee height to suit 2.7m ceilings throughout.				
	➤ Timber framed external walls with mid-range cladding and 30% of area in double glazed but not thermally broken aluminium joinery.				
	➤ Standard commercial grade interior finishes.				
	➤ Type 4 fire alarm with no more than 3 fire cells, no sprinklers, no fire rating requirement to structural frame.				
	➤ Detailed fitout works by others.				
14	Preliminary & general.	810	m <sup>2</sup>	246.91	200,000.00
15	Work below lowest floor finish.	810	m <sup>2</sup>	345.68	280,000.00
16	Superstructure.	810	m <sup>2</sup>	296.30	240,000.00
17	Roof.	810	m <sup>2</sup>	370.37	300,000.00
18	External walls and external finish.	810	m <sup>2</sup>	296.30	240,000.00
19	Windows and external doors.	810	m <sup>2</sup>	123.46	100,000.00
20	Partitions.	810	m <sup>2</sup>	246.91	200,000.00
21	Internal doors & windows.	810	m <sup>2</sup>	345.68	280,000.00
22	Floor finishes.	810	m <sup>2</sup>	148.15	120,000.00
23	Wall finishes.	810	m <sup>2</sup>	74.07	60,000.00
24	Ceiling finishes.	810	m <sup>2</sup>	123.46	100,000.00
25	Fixed fittings and fixtures.	810	m <sup>2</sup>	98.77	80,000.00
26	Window treatments.	810	m <sup>2</sup>	74.07	60,000.00
27	Kitchen cabinetry and appliances.	810	m <sup>2</sup>	123.46	100,000.00
28	Sanitary plumbing.	810	m <sup>2</sup>	148.15	120,000.00
29	Heating and ventilation services.	810	m <sup>2</sup>	296.30	240,000.00
30	Fire services.	810	m <sup>2</sup>	24.69	20,000.00
31	Electrical services.	810	m <sup>2</sup>	222.22	180,000.00
32	Audio visual, data & comms wiring.	810	m <sup>2</sup>	123.46	100,000.00
33	Security.	810	m <sup>2</sup>	24.69	20,000.00
34	Contractors margin.	810	m <sup>2</sup>	271.60	220,000.00

## Feasibility Budget Estimate Number 3 Issue 5

## Fire and Emergency New Zealand

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
35 -	<u>Stores</u>				<b>260,000.00</b>
35	Lightweight storage building.	91	m <sup>2</sup>	2857.14	260,000.00
36 - 41	<u>Site Services</u>				<b>300,000.00</b>
36	Preliminary & general.		Sum		20,000.00
37	Plumbing.		Sum		10,000.00
38	Drainage.		Sum		80,000.00
39	Electrical.		Sum		40,000.00
40	Transformer and street connection.		Sum		130,000.00
41	Contractors margin.		Sum		20,000.00
42 - 48	<u>External Works</u>				<b>900,000.00</b>
42	Street crossing.		SUM		10,000.00
43	Carparks.		SUM		400,000.00
44	Paving.		SUM		50,000.00
45	Fencing.		SUM		210,000.00
46	Breakout area.		SUM		50,000.00
47	Entry canopy and feature.		SUM		120,000.00
48	Landscaping.		SUM		60,000.00
49 - 52	<u>Services Resilience</u>				<b>340,000.00</b>
49	Water - inground storage tanks x 2 with pumps and filtration.		SUM		50,000.00
50	Wastewater - inground storage and connections for truck disposal.		SUM		30,000.00
51	Electrical - UPS and connections for mobile generators (note, cost is extremely dependant on capacity i.e. loadings attached to critical supply and duration of protection required). Costs could vary significantly.		SUM		230,000.00
52	Comms - link to adjacent fire station systems for redundancy.		SUM		30,000.00

Feasibility Budget Estimate Number 3 Issue 5				Fire and Emergency New Zealand		
ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT	
<b>53 - 55</b>	<b><u>PROFESSIONAL &amp; CONSENT FEES</u></b>				<b>620,000.00</b>	
53 -	<u>Resource Consent Fees / Levies</u>				<b>70,000.00</b>	
53	Non notified resource consent application and development contributions - as advised.		SUM		70,000.00	
54 -	<u>Building Consent</u>				<b>30,000.00</b>	
54	Lump sum allowance.		SUM		30,000.00	
55 -	<u>Professional Fees</u>				<b>520,000.00</b>	
55	Percentage allowance - including independent project manager - 9%.		SUM		520,000.00	
<b>56 -</b>	<b><u>CONTINGENCY</u></b>				<b>630,000.00</b>	
-	<u>Design Contingency</u>				<b>0.00</b>	
	No allowance - refer Estimate Accuracy for commentary.					
56 -	<u>Construction Contingency - 10 %.</u>				<b>630,000.00</b>	
56	Percentage allowance for unforeseen costs during the construction phase - 10%.		SUM		630,000.00	
<b>57 -</b>	<b><u>MARKET MOVEMENT TO JUN 2024 (PROVISIONAL)</u></b>				<b>690,000.00</b>	
57 -	<u>Projection for Market Movement to Jun 2024 - 7.5 %.</u>				<b>690,000.00</b>	
57	Percentage allowance for market movement from Jun 2023 to Jun 2024 - Provisional based on nominal 10%.		SUM		690,000.00	
<b>ESTIMATED MEAN VALUE (Excluding GST)</b>					<b>\$ 7,570,000.00</b>	

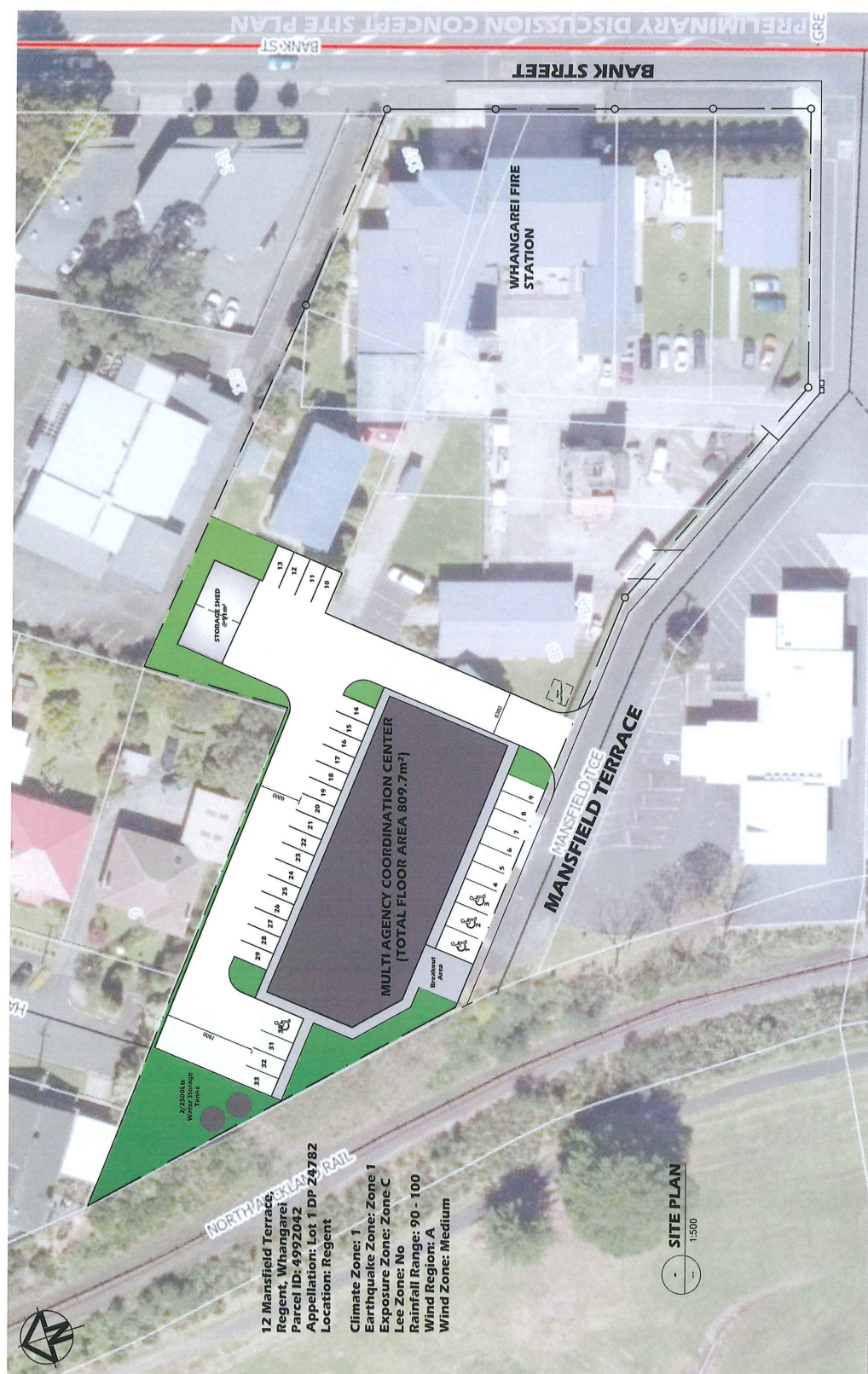
## Feasibility Budget Estimate Number 3 Issue 5

## Fire and Emergency New Zealand

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
-	<b><u>OPTIONAL RESILIENCE &amp; FURNITURE</u></b>				
<b>58 - 62</b>	<b><u>FITOUT</u></b>				<b>235,000.00</b>
58 - 60	<u>Information and Communications Technology</u>				<b>0.00</b>
58	Comms - backbone equipment, mast, transmitters.		SUM		No Allowance
59	Comms - user interfaces, seat licenses.		SUM		No Allowance
60	IT - servers, terminal servers, patch panels, display panels.		SUM		No Allowance
61 -	<u>Security</u>				<b>0.00</b>
61	CCTV, Cardax master control and licensing.		SUM		No Allowance
62 -	<u>Furniture</u>				<b>235,000.00</b>
62	Loose furniture as Frontstage estimate.		SUM		235,000.00
<b>63 - 64</b>	<b><u>OPTIONAL RESILIENCE</u></b>				<b>400,000.00</b>
	Values are indicative only - actual values would be dependant on specific engineering design and may vary significantly.				
63 -	<u>Upgrade Foundations For Future First Floor</u>				<b>220,000.00</b>
63	Work below lowest floor finish.	810	m <sup>2</sup>	271.60	220,000.00
64 -	<u>Upgrade Frame for Future First Floor</u>				<b>180,000.00</b>
	Columns upgraded to suit loadings and rafters constructed as primary floor beams with lightweight roof packed above this. No allowance for secondary floor beams or first floor slab.				
64	Superstructure.	810	m <sup>2</sup>	222.22	180,000.00



Schedule E



DRAWING TO BE READ IN CONJUNCTION WITH SPECIFICATION AND DESCRIPTION OF WORKS. ORIGINAL SCALE 3 A.1. WRITTEN DIMENSIONS TAKE PRECEDENCE.

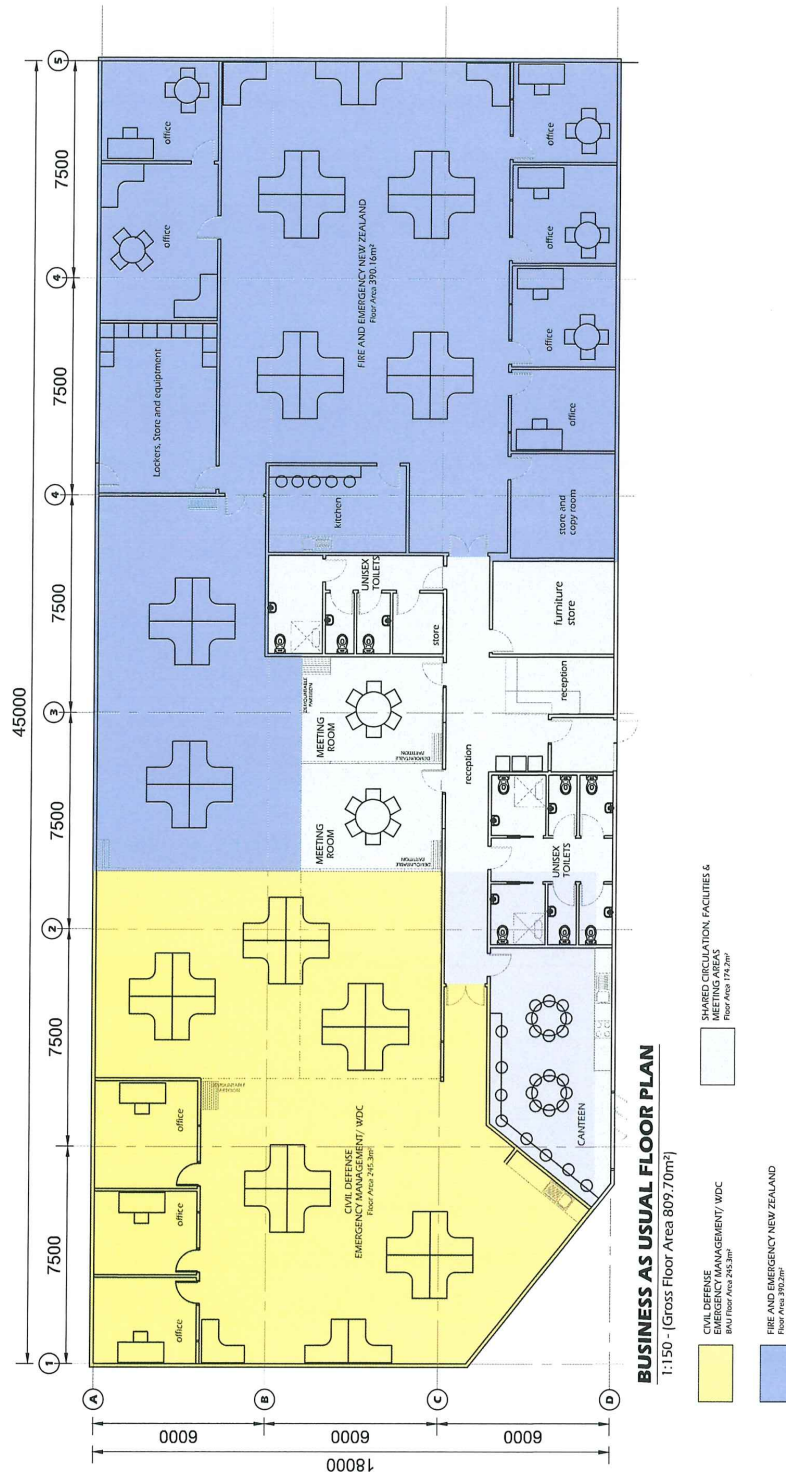
SHEET NO. 01A DATE JULY 22 REVISION P1

P1 DRAWING ISSUED FOR CLIENT REVIEW  
REV/ REVISION NOTES

**CLIENT** FIRE AND EMERGENCY NEW ZEALAND  
**PROJECT** NORTHLAND MULTI AGENCY COORDINATION CENTRE  
**DRAWING** 12 MANSFIELD TERRACE, WHANGAREI  
CONCEPT SITE PLAN (SINGLE STOREY)

**DESIGN COMPOSITES LTD**  
1038 MILLINGTON ROAD, RD9, MAUNU, WHANGAREI  
Mob021301354 Email design.composites@gmail.com

## BUSINESS AS USUAL FLOOR PLAN



**BUSINESS AS USUAL FLOOR PLAN**  
1:150 - (Gross Floor Area 809.70m²)

**DESIGN COMPOSITES LTD**  
1038 MILLINGTON ROAD, RD9, MAUNU, WHANGAREI  
Mob021301354 Email: design-composites@gmail.com

**FIRE AND EMERGENCY NEW ZEALAND**  
NORTHLAND MULTI AGENCY COORDINATION CENTRE  
12 MANSFIELD TERRACE, WHANGAREI  
BUSINESS AS USUAL CONCEPT FLOOR LAYOUT

DRAWING TO BE READ IN CONJUNCTION WITH SPECIFICATION AND DESCRIPTION OF WORKS. ORIGINAL SCALE: A3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER DIMENSIONS SHOWN ON DRAWING.

SHEET No: 07 DATE: JULY REVISION: P1 DRAWING ISSUED FOR CLIENT REVIEW

REV: 1/23/2024



First Edition 2018 (2)

## AGREEMENT TO SUBLEASE

Schedule F

This form is approved by Auckland District Law Society Inc and the Real Estate Institute of New Zealand Inc

**GENERAL** address of the premises:

Mansfield Terrace, Whangarei

**DATE:**

**SUBLANDLORD:** NORTHLAND REGIONAL COUNCIL

**SUBTENANT:** NORTHLAND REGIONAL COUNCIL, WHANGAREI DISTRICT COUNCIL, FAR NORTH DISTRICT COUNCIL and KAIPARA DISTRICT COUNCIL as tenants in common in equal shares

**GUARANTOR:**

**THE SUBLANDLORD** agrees to grant and the Subtenant agrees to take a sublease of the premises and the carpark (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

**THE SUBLANDLORD AND SUBTENANT** agree:

- (1) as set out in the First, Second and Third Schedules; and
- (2) that the Sublandlord's fixtures, fittings and chattels contained in the premises are those described in the Fourth Schedule.

~~**THE GUARANTOR** (and if more than one jointly and severally), in consideration of the Sublandlord entering into this Agreement at the Guarantor's request, agrees with the Sublandlord to guarantee to the Sublandlord the obligations of the Subtenant and to sign the Sublease as a guarantor.~~

### WARNINGS *(These warnings do not form part of this contract)*

1. This contract is binding on all parties upon signing. All parties should seek legal advice **before signing**.
2. Before signing this contract the Subtenant should make sure that the status of the property under the Resource Management Act 1991 is satisfactory for the Subtenant's intended use of it.
3. The parties should agree upon and record the Sublandlord's fixtures, fittings and chattels and their condition in the Fourth Schedule.
4. The parties are advised to insert a clause requiring inclusion of a report of the condition of the premises as at the commencement of the Sublease.
5. This contract is intended to be used with the current ADLS Sublease form. The parties are advised to review that form of Sublease.

**SIGNED** by the Sublandlord:

\_\_\_\_\_  
**Director / Trustee / Authorised Signatory / Attorney\***  
*Delete the options that do not apply*  
*If no option is deleted, the signatory is signing in their personal capacity*

**SIGNED** by the Subtenant:

\_\_\_\_\_  
**Director / Trustee / Authorised Signatory / Attorney\***  
*Delete the options that do not apply*  
*If no option is deleted, the signatory is signing in their personal capacity*

**SIGNED** by the Guarantor:

\_\_\_\_\_  
**Director / Trustee / Authorised Signatory / Attorney\***  
*Delete the options that do not apply*  
*If no option is deleted, the signatory is signing in their personal capacity*

\*If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

*Signed by [full name of the donor] by his or her Attorney [attorney's signature].*

Release date: 5 June 2018

1

8136.165

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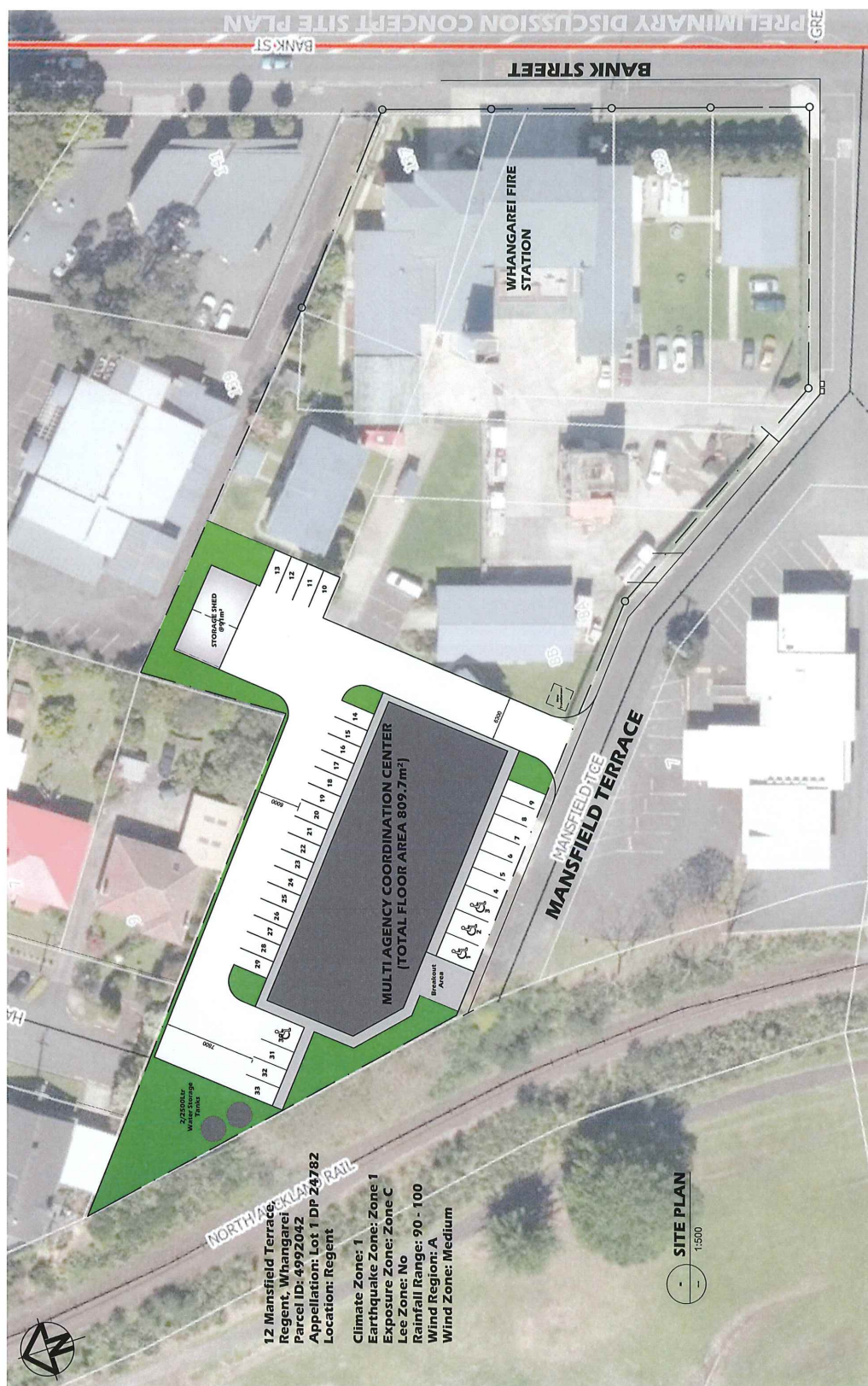
**FIRST SCHEDULE**

1. **HEAD LANDLORD:** FIRE AND EMERGENCY NEW ZEALAND
2. **PREMISES/ LAND:** Area comprising 3150 square metres more or less being that part of the land contained in Records of Title NA638/208 and NA1805/72 as shown delineated in blue on the attached Plan A being the area shown marked "Proposed"
3. **CAR PARKS:** As shown on attached Plan B
4. **TERM:** Thirty five (35) years
5. **COMMENCEMENT DATE:** Five (5) days after the Sublandlord notifies the Subtenant that a Certificate of Practical Completion has issued for the Emergency Coordination Centre that has been built on the Land
6. **RIGHTS OF RENEWAL:** In perpetuity
7. **RENEWAL DATES:** Every thirty fifth anniversary of the Commencement Date
8. **FINAL EXPIRY DATE:** Not applicable  
(Note the final expiry date of the Sublease should not be later than the final expiry date of the Headlease)
9. **ANNUAL RENT:**
- |           |         |          |
|-----------|---------|----------|
| Premises  | \$ 1.00 | plus GST |
| Car Parks | \$      | plus GST |
| TOTAL     | \$1.00  | plus GST |
- (Subject to review if applicable)
10. **DEPOSIT:** \$ 1.00 plus GST
11. **RENT REVIEW DATES:**
- (Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)
1. Market rent review dates:  
N.A.
  2. CPI rent review dates:  
N.A.
12. **PROPORTION OF OUTGOINGS:** 100%  
(Clause 4 of the Sublease)
13. **ESTIMATED OUTGOINGS PAYABLE BY SUBTENANT** \$ \_\_\_\_\_ plus GST for the period \_\_\_\_\_  
(Clause 4 of the Sublease) (specify appropriate period)
14. **DEFAULT INTEREST RATE:** \_\_\_\_\_ % per annum  
(Clause 5 of the Sublease)
15. **BUSINESS USE:** Emergency Coordination Centre  
(Clause 7 of the Sublease)



Image 2 – Proposed Sites, WDC GIS Image





12 Mansfield Terrace  
 Regent, Whangarei  
 Parcel ID: 4992042  
 Application: Lot 1 DP 24782  
 Location: Regent  
 Climate Zone: 1  
 Earthquake Zone: Zone 1  
 Exposure Zone: Zone C  
 Lee Zone: No  
 Rainfall Range: 90 - 100  
 Wind Region: A  
 Wind Zone: Medium

SITE PLAN  
 1:500

DRAWING TO BE READ IN CONJUNCTION WITH SPECIFICATION AND DESCRIPTION OF WORKS. ORIGINAL SCALE & ALL WRITTEN DIMENSIONS TAKE PRECEDENCE.  
 SHEET No. 01A DATE JULY 22 REVISION P1  
 P1 DRAWING ISSUED FOR CLIENT REVIEW  
 REV1 REVISION NOTES  
 DATE

FIRE AND EMERGENCY NEW ZEALAND  
 NORTH AUCKLAND COMMUNITY COORDINATION CENTRE  
 12 MANSFIELD TERRACE, WHANGAREI  
 CONCEPT SITE PLAN (SINGLE STOREY)

DESIGN COMPOSITES LTD  
 103B MILLINGTON ROAD, RD9, MAUNU, WHANGAREI  
 Mob021301354 Email design.composites@gmail.com

- 16. LIMITED LIABILITY TRUSTEE:** N.A.  
(Clause 6 of the Sublease)
- 17. HEAD LANDLORD'S CONSENT REQUIRED:** ~~Yes~~ / No  
(Subclause 3.1 of this Agreement to Sublease) (if neither deleted Yes applies)
- 18. OUTGOINGS:** 100%  
(Clause 4 of the Sublease)
- (1) Rates or levies payable to any Authority.
  - (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
  - (3) Rubbish collection and recycling charges.
  - (4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
  - (5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees.
  - (6) Service contract charges for air conditioning, lifts, other building services and security services.
  - (7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.
  - (8) The provisioning of toilets and other shared facilities.
  - (9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
  - (10) Yard and carparking area maintenance and repair charges but excluding charges for repaving or resealing.
  - (11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.
  - (12) Management expenses.
  - (13) The costs incurred and payable by the Head Landlord or Sublandlord in supplying to any Authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

## SECOND SCHEDULE

### 1.0 Definitions, notices and interpretation

#### 1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meaning as in the Sublease.
- (2) "Agreement" means this document including the front page, any further terms and any schedules and attachments.
- (3) "Authority" means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the premises or their use.
- (4) "Headlease" means the lease attached at the Fifth Schedule.
- (5) "Sublease" means the Sublease entered into in accordance with subclause 5.1.
- (6) "Working day" means any day of the week other than:
  - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
  - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
  - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive; and
  - (d) the day observed as the anniversary of any province in which the premises are situated.
- (7) A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- (8) Any act done pursuant to this Agreement by a party after 5.00 pm on a working day, or on a day which is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (9) Where two or more acts (including service of notice) done pursuant to this Agreement are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for subclause 1.1(8).

#### 1.2 Notices

All notices must be in writing and must be served by one of the following means:

- (1) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (2) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
  - (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
  - (b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.
- (3) In respect of the means of service, a notice is deemed to have been served:
  - (a) In the case of personal delivery, when received by the addressee.
  - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
  - (c) In the case of facsimile transmission, when sent to the addressee's facsimile number.
  - (d) In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- (4) In the case of a notice to be served on the Subtenant, if the Sublandlord is unaware of the Subtenant's last known address in New Zealand or the Subtenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Subtenant on the day on which it is affixed.
- (5) A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- (6) Any period of notice required to be given under this Agreement shall be computed by excluding the date of service.

#### 1.3 Interpretation

- (1) Headings are for information only and do not form part of this Agreement.
- (2) The terms, conditions and covenants contained in this Agreement shall not merge insofar as they either have not been fulfilled at the time of the execution of the Sublease or are not reflected in the Sublease but shall remain in full force and effect.
- (3) A reference in this agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

1.4 If there is more than one Sublandlord or Subtenant, the liability of the Sublandlords or the Subtenants as the case may be is joint and several.

1.5 Where the Subtenant executes this Agreement with provision for a nominee or on behalf of a company to be formed, the Subtenant shall remain liable for all the obligations on the part of the Subtenant hereunder until such time as the Subtenant and the Guarantor have signed the Sublease.

- 1.6 This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Communication of execution of this Agreement may be made by each party transmitting by facsimile or email to the other party or their respective agents a counterpart of this Agreement executed by the party sending the facsimile or email.

## **2.0 — Deposit —**

- 2.1 ~~The Subtenant shall pay as a deposit an advance rental payment of the amount specified in the First Schedule. The deposit shall be payable to the Sublandlord or the Sublandlord's agent immediately upon execution of this Agreement by all parties and/or at such other time as is specified in this Agreement. The person to whom the deposit is paid shall hold it as a stakeholder until this Agreement is unconditional or is avoided.~~
- 2.2 ~~The Sublandlord shall not be entitled to cancel this Agreement for non-payment of the deposit unless the Sublandlord has first given to the Subtenant three working days' notice in writing of intention to cancel and the Subtenant has failed within that time to remedy the default. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.~~
- 2.3 ~~Without prejudice to any of the Sublandlord's rights or remedies, including any right to claim for additional expenses and damages, if the deposit or any portion thereof is not paid upon the due date for payment the Subtenant shall pay to the Sublandlord interest at the default interest rate on the portion of the deposit so unpaid for the period from the due date for payment until payment. Unless a contrary intention appears on the front page or elsewhere in this Agreement the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.~~

## **3.0 — Consent —**

- 3.1 ~~This Agreement is conditional on the Sublandlord obtaining, at the Sublandlord's cost, the consent of the Head Landlord to the Sublease within 10 working days of the date of this Agreement.~~
- 3.2 ~~The Sublandlord and the Subtenant shall do all things that may reasonably be necessary to enable the condition in subclause 3.1 to be fulfilled by the date for fulfilment.~~
- 3.3 ~~The condition shall be deemed not to be fulfilled until the Sublandlord serves a notice of fulfilment on the Subtenant.~~
- 3.4 ~~If the condition is not fulfilled by the date for fulfilment either party may at any time before the condition is fulfilled or waived avoid this Agreement by giving notice to the other. Upon avoidance of this Agreement, the Subtenant shall be entitled to the immediate return of the deposit and any other monies paid by the Subtenant under this Agreement, and neither party shall have any right or claim against the other arising from this Agreement or its termination.~~
- 3.5 ~~The condition in subclause 3.1 is for the benefit of both parties and can only be waived by both parties.~~

## **4.0 Sublease payments**

- 4.1 The Subtenant shall pay the annual rent by equal ~~monthly~~ <sup>annual</sup> payments in advance as from the commencement date specified in the First Schedule.
- 4.2 The Subtenant shall pay the Goods and Services Tax payable by the Sublandlord in respect of the rent and other payments payable by the Subtenant pursuant to the Sublease.
- 4.3 In addition to the rent the Subtenant shall pay the outgoings specified in the First Schedule and where any outgoing is not separately assessed in respect of the premises then the Subtenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then a fair proportion. The estimated outgoings payable by the Subtenant is specified in the First Schedule.

## **5.0 Sublease**

**\* the attached form of Sublease**

- 5.1 The Subtenant shall enter into a formal sublease with the Sublandlord, to be prepared by the Sublandlord's lawyer using the current Auckland District Law Society Inc. Deed of Sublease form, as amended in accordance with the provisions of ~~this Agreement~~. The Subtenant acknowledges that the terms of the Headlease will apply (with the necessary changes) to the sublease. Each party will pay their own costs of the negotiation and preparation of the sublease and any deed recording a rent review or renewal.
- 5.2 Unless otherwise set out in the Third Schedule, it is agreed that the Sublandlord's fixtures, fittings and chattels contained in the premises as more particularly described in the Fourth Schedule are in a good state of repair.
- 5.3 Notwithstanding that the Sublease may not have been executed, the parties shall be bound by the terms, covenants and provisions contained in this Agreement and in the Sublease as if the Sublease had been duly executed.

**6.0 Dispute resolution**

- 6.1 Unless otherwise provided in this Agreement, if a party considers that there is a dispute in respect of any matters arising out of, or in connection with this Agreement, then that party shall immediately give notice to the other party setting out details of the dispute. The parties will endeavour in good faith to resolve the dispute between themselves within five (5) working days of the receipt of the notice, failing which the parties will endeavour in good faith within a further ten (10) working days to appoint a mediator and resolve the dispute, time being of the essence.
- 6.2 Neither party will commence legal proceedings against the other except for injunctive relief before following the procedure set out in subclause 6.1.

**7.0 No assignment**

- 7.1 The Subtenant shall not assign or agree to assign this Agreement or the Subtenant's interest under this Agreement and the Subtenant shall not register any caveat against the land in respect of its interest under this Agreement. ~~The Subtenant shall not be entitled to exercise the right of assignment contained in the Sublease until such time as the Subtenant has signed the Sublease.~~

~~**8.0 Agent**~~

- ~~8.1 If the name of a licensed real estate agent is recorded on this Agreement it is acknowledged that the Sublease evidenced by this Agreement has been made through that agent whom the Sublandlord appoints as the Sublandlord's agent to effect the Sublease. The Sublandlord shall pay the agent's charges (including GST) for effecting the Sublease.~~

**9.0 Limitation of liability**

- 9.1 If any person enters into this Agreement as trustee of a trust, then:
- (1) That person warrants that:
    - (a) that person has power to enter into this Agreement under the terms of the trust;
    - (b) that person has properly signed this Agreement in accordance with the terms of the trust;
    - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Agreement; and
    - (d) all of the persons who are trustees of the trust have approved entry into this Agreement.
  - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 9.2 Notwithstanding subclause 9.1, where a party to this Agreement is named in item 16 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 9.1(2).

### THIRD SCHEDULE

FURTHER TERMS (if any)





## FOURTH SCHEDULE

SUBLANDLORD'S FIXTURES, FITTINGS AND CHATTELS (if any)  
(Subclause 5.2)



## FIFTH SCHEDULE

### HEAD LEASE





First Edition 2018 (2)

## AGREEMENT TO SUBLEASE

© The copyright to the form is owned by the Real Estate Institute of New Zealand Incorporated and Auckland District Law Society Incorporated

### DATED:

**Sublandlord:**  
**NORTHLAND REGIONAL COUNCIL**

Ph:

Fax:

Email:

**Subtenant:**  
**NORTHLAND REGIONAL COUNCIL, WHANGAREI**  
**DISTRICT COUNCIL, FAR NORTH DISTRICT COUNCIL**  
**and KAIPARA DISTRICT COUNCIL**

Ph:

Fax:

Email:

**General address of the premises:**  
**Mansfield Terrace, Whangarei**

**Sublandlord's lawyer (indicate individual acting):**

**Subtenant's lawyer (indicate individual acting):**

**© Auckland District Law Society Inc. (ADLS) & Real Estate Institute of New Zealand Inc. (REINZ) 2018.**

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**WARNING:** ADLS & REINZ monitor the use of its forms and may take enforcement action against any person acting in breach of these obligations.

These forms cannot be distributed or on sold to another party by the purchaser unless the written agreement of ADLS and REINZ has been obtained.

Deposit paid to:

Amount: \$

Date paid:

**SUBLEASE NEGOTIATED BY:**

**Licensed Real Estate Agent:**

Office:

Address:

Telephone:

Manager:

Salesperson:

# SUB DEED OF/LEASE

Sixth Edition 2012 (5)

**GENERAL** address of the premises:

Mansfield Terrace, Whangarei

**DATE:**

**LANDLORD:**

Northland Regional Council

**TENANT:**

Northland Regional Council, Whangarei District Council, Far North District Council and Kaipara District Council as tenants in common in equal shares

**GUARANTOR:**

**THE LANDLORD** leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

**THE LANDLORD AND TENANT** covenant as set out in the First, Second and Third Schedules.

~~**THE GUARANTOR** covenants with the Landlord as set out in the Fourth Schedule.~~

Sixth Edition 2012 (5)

**SIGNED** by the Landlord

in the presence of:

<p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Witness Name</p> <p>_____</p> <p>Witness Occupation</p> <p>_____</p> <p>Witness Address</p>	<p>_____</p> <p>Signature of Landlord</p> <p>_____</p> <p>Print Full Name  <b>Director / Trustee / Authorised Signatory / Attorney*</b>  <i>Delete the options that do not apply</i>  <i>If no option is deleted, the signatory is signing in their personal capacity</i></p> <p>_____</p> <p>Signature of Landlord</p> <p>_____</p> <p>Print Full Name  <b>Director / Trustee / Authorised Signatory / Attorney*</b>  <i>Delete the options that do not apply</i>  <i>If no option is deleted, the signatory is signing in their personal capacity</i></p>
---	---

**SIGNED** by the Tenant

in the presence of:

<p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Witness Name</p> <p>_____</p> <p>Witness Occupation</p> <p>_____</p> <p>Witness Address</p>	<p>_____</p> <p>Signature of Tenant</p> <p>_____</p> <p>Print Full Name  <b>Director / Trustee / Authorised Signatory / Attorney*</b>  <i>Delete the options that do not apply</i>  <i>If no option is deleted, the signatory is signing in their personal capacity</i></p> <p>_____</p> <p>Signature of Tenant</p> <p>_____</p> <p>Print Full Name  <b>Director / Trustee / Authorised Signatory / Attorney*</b>  <i>Delete the options that do not apply</i>  <i>If no option is deleted, the signatory is signing in their personal capacity</i></p>
---	---

**Note:** If signing by a company or as an Attorney - please refer to the notes on page 3

Sixth Edition 2012 (5)

~~SIGNED~~ by the Guarantor

in the presence of:

Signature of Guarantor

Print Full Name

**Director / Trustee / Authorised Signatory / Attorney\***

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name

**Director / Trustee / Authorised Signatory / Attorney\***

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*



\* If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (ADLS form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (ADLS form code: 4997WFP).

Also insert the following wording for the Attorney's Signature above:

*Signed by [full name of the donor] by his or her Attorney [attorney's signature].*

**Note: Signing by a company** – Companies must sign this document in accordance with section 180 of the Companies Act 1993, to ensure it is binding as a deed. In general, this means:

- (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;
- (b) if there is only one director of the company, that director signs and the signature must be witnessed.

Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed.

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# FIRST SCHEDULE

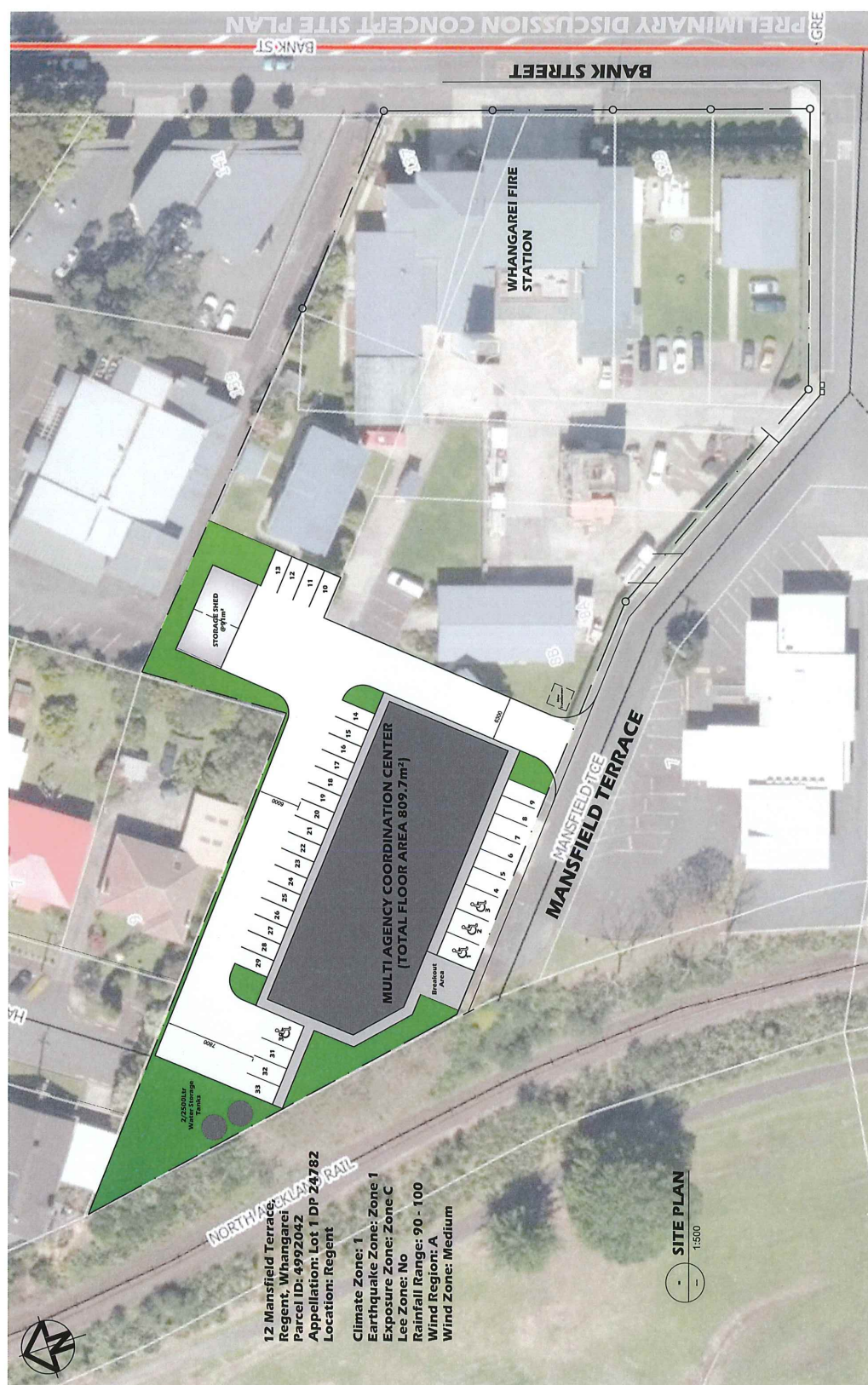
1. **PREMISES:** Area comprising 3150 square metres more or less being that part of the land contained in Records of Title NA648/209 and NA1805/72 as is shown delineated in blue on the attached Plan A and being the area marked on that plan as "Proposed"
2. **CAR PARKS:** As shown on attached Plan B
3. **TERM:** Thirty five (35) years
4. **COMMENCEMENT DATE:**
5. **RIGHTS OF RENEWAL:** In perpetuity
6. **RENEWAL DATES:** Every thirty fifth anniversary of the Commencement Date
7. **FINAL EXPIRY DATE:**
8. **ANNUAL RENT:**  
(Subject to review if applicable)

Premises	\$ 1.00	plus GST
Car Parks	\$	plus GST
TOTAL	\$ 1.00	plus GST
9. **MONTHLY RENT:** \$ plus GST
10. **RENT PAYMENT DATES:** The 1st day of each month commencing on the 20 day of 20
11. **RENT REVIEW DATES:**  
(Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)
  1. ~~Market rent review dates:~~
  2. ~~CPI rent review dates:~~
12. **DEFAULT INTEREST RATE:**  
(subclause 5.1) 10 % per annum
13. **BUSINESS USE:**  
(subclause 16.1) Joint Emergency Coordination Centre



Image 2 – Proposed Sites, WDC GIS Image





DRAWING TO BE READ IN CONJUNCTION WITH SPECIFICATION AND DESCRIPTION OF WORKS. ORIGINAL SCALE @ A1. WRITTEN DIMENSIONS TAKE PRECEDENCE.

SHEET No.	01A	DATE	JULY 22	REVISION	P1
				REV	REVISION NOTES

**DESIGN COMPOSITES LTD**  
 103B MILLINGTON ROAD, RD9, MAUNU, WHANGAREI  
 Mob021301354 Email design.composites@gmail.com

**DESIGN COMPOSITES LTD**  
 103B MILLINGTON ROAD, RD9, MAUNU, WHANGAREI  
 Mob021301354 Email design.composites@gmail.com

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**14. LANDLORD'S INSURANCE:**  
(subclause 23.1)  
(Delete or amend extent of cover as appropriate)

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

(1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

(a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

**OR**

~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass);~~

(2) Cover for the following additional risks:

(a) (i) 12 months

**OR**

~~(ii) \_\_\_\_\_ months~~

indemnity in respect of consequential loss of rent and outgoings.

(b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels.

(c) Public liability

**15. NO ACCESS PERIOD:**  
(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

(1) 9 months

**OR**

(2)

**16. PROPORTION OF OUTGOINGS:**  
(subclause 3.1)

100 % which at commencement date is estimated to be \$ **Plus** GST per annum

**17. LIMITED LIABILITY TRUSTEE:**  
(subclause 45.2)

**18. OUTGOINGS:**  
(clause 3)

- (1) Rates or levies payable to any local or territorial authority.
- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
- (3) Rubbish collection and recycling charges.
- (4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
- (5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).
- (6) Service contract charges for air conditioning, lifts, other building services and security services.
- (7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.
- (8) The provisioning of toilets and other shared facilities.
- (9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
- (10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing.
- (11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.
- (12) Management expenses (subject to subclause 3.7).
- (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

Sixth Edition 2012 (5)

## SECOND SCHEDULE

### TENANT'S PAYMENTS

#### Rent

- 1.1 The Tenant shall pay the annual rent by equal ~~monthly~~ <sup>annual</sup> payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first ~~monthly~~ <sup>annual</sup> payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

#### Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:
- Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date;
  - If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with subclause 2.2;
  - If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply;
  - Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term;
  - The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4;
  - The market rent review at the option of either party may be recorded in a deed.

#### Rent Determinations

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
  - If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
    - Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent;
    - If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
    - The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers;
    - The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert;
    - Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them;
    - The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party;
    - If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.

When the new rent has been determined the person or persons determining it shall give written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.

#### Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- if both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
  - if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
  - if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date;
- but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.
- The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.
- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

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**GPI Rent Review**

~~2.5 The annual rent payable from each GPI rent review date shall be determined as follows:~~

- ~~(a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the GPI by giving notice to the Tenant of the increase (if any) using the formula:~~

$$A = B \times (G + D)$$

~~Where:~~

~~A = the GPI reviewed rent from the relevant GPI rent review date~~

~~B = the annual rent payable immediately before the relevant GPI rent review date~~

~~G = GPI for the quarter year ending immediately before the relevant GPI rent review date~~

~~D = GPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the GPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement date of the preceding term)~~

~~where (G + D) shall not be less than 1.~~

- ~~(b) If the GPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the GPI, or a resetting of the GPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.~~

- ~~(c) If the relevant GPI is not published at the relevant GPI rent review date, as soon as the GPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant GPI rent review date.~~

- ~~(d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant GPI rent review date shall not be less than the annual rent payable immediately preceding the GPI rent review date (and in the case where the relevant GPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).~~

~~2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant GPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the GPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.~~

**Outgoings**

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

**Goods and Services Tax**

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

**Interest on Unpaid Money**

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

**Costs**

- 6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.

**LANDLORD'S PAYMENTS****Outgoings**

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3 the ~~Landlord~~ <sup>Tenant</sup> shall pay all outgoings in respect of the property, ~~not payable by the Tenant direct.~~ The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax, ~~prior to receiving payment from the Tenant.~~



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**MAINTENANCE AND CARE OF PREMISES****Tenant's Obligations**

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

8.2 ~~Where the Tenant is leasing all of the property, the~~ The Tenant shall:(a) **Care of grounds**

Keep any grounds yards and surfaced areas in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.

(b) **Water and drainage**

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

(c) **Other works**

Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

~~8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.~~

~~8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.~~

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

**Toilets**

9.1 The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

**Rubbish Removal**

10.1 The Tenant shall regularly cause all of the Tenant's rubbish and recycling to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

**Tenant's  
Landlord's Maintenance**

11.1 ~~The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:~~

~~(a) Repair or maintenance which the Tenant is responsible to undertake.~~

~~(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.~~

~~(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.~~

~~(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.~~

11.2 ~~The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.~~

11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

**Notification of Defects**

12.1 The Tenant shall give to the Landlord prompt written notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

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**Landlord's Right of Inspection**

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

**Landlord may Repair**

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

**Access for Works**

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

**USE OF PREMISES****Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. ~~The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:~~
- ~~(a) not in substantial competition with the business of any other occupant of the property which might be affected by the use;~~
  - ~~and~~
  - ~~(b) reasonably suitable for the premises; and~~
  - ~~(c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.~~
- ~~If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.~~
- 46.2 ~~If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.~~
- 46.3 ~~If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.~~

**Lease of Premises and Car Parks Only**

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

**Neglect of Other Tenant**

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

**Signage**

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord ~~but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.~~

**Additions, Alterations, Reinstatement and Chattels Removal**

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

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- 20.3** The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4** The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

#### **Compliance with Statutes and Regulations**

- 21.1** The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
  - (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
  - (c) The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2** If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3** The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4** The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5** During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

#### **No Noxious Use**

- 22.1** The Tenant shall not:
- (a) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
  - (b) Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
  - (c) Use the premises or allow them to be used for any noxious illegal or offensive trade or business.
  - (d) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

#### **INSURANCE**

##### **Landlord shall insure**

- 23.1** The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2** The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule.

##### **Tenant not to void insurance**

- 24.1** The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) Shall make void or voidable any policy of insurance on the property.
  - (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2** In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

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**When Tenant to have benefit of Landlord's insurance**

- 25.1** Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
  - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
    - (1) occurred on or about the property; and
    - (2) constitutes an imprisonable offence; or
  - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

**DAMAGE TO OR DESTRUCTION OF PREMISES****Total Destruction**

- 26.1** If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
  - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

**Partial Destruction**

- 27.1** If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
  - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2** Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3** Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4** If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

**No Access in Emergency**

- 27.5** If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
  - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
  - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6** This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
  - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.
- Any termination shall be without prejudice to the rights of either party against the other.

**DEFAULT****Cancellation**

- 28.1** The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
  - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
  - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
  - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.



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- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

The term shall terminate on the cancellation but without prejudice to the rights of either party against the other.

#### Essentiality of Payments

- 29.1** Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2** The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

#### Repudiation

- 30.1** The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

#### QUIET ENJOYMENT

- 31.1** The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in this lease shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

#### RENEWAL OF LEASE

- 32.1** If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
  - (b) If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
  - (c) Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
  - (d) The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
  - (e) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
  - (f) If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
  - (g) Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
  - (h) The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

#### ASSIGNMENT OR SUBLETTING

- 33.1** The Tenant shall not assign sublet or otherwise part with the possession of the premises, ~~the premises (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:~~
- ~~(a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.~~
  - ~~(b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.~~
  - ~~(c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.~~
  - ~~(d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.~~
  - ~~(e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.~~
- ~~**33.2** Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.~~
- ~~**33.3** Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.~~

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**UNIT TITLE PROVISIONS**

~~34.1~~ Clause 34 applies where the property is part of a unit title development:

**Body Corporate**

~~34.2~~ The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

**Act and Rules Paramount**

~~34.3~~ This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

**Insurance**

~~34.4~~ Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

**Landlord's Obligations**

34.5 The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

**Tenant's Obligations**

~~34.6~~ The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

**Consents**

~~34.7~~ Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

**CARPARKS**

35.1 The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

35.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

35.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

35.4 The provisions of the Second Schedule shall apply to the car parks as appropriate.

**GENERAL****Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

**Access for Re-Letting or Sale**

37.1 The Tenant will, during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

**Suitability**

38.1 No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

**Affirmation**

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

**Waiver**

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

**Land Transfer Title or Mortgagee's consent**

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

**Notices**

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
  - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
  - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

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- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- (a) In the case of personal delivery, when received by the addressee.
  - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
  - (c) In the case of facsimile transmission, when sent to the addressee's facsimile number.
  - (d) In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

**Arbitration**

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

**No Implied Terms**

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

**Limitation of Liability**

- 45.1 If any person enters into this lease as trustee of a trust, then:
- (a) That person warrants that:
    - (1) that person has power to enter into this lease under the terms of the trust; and
    - (2) that person has properly signed this lease in accordance with the terms of the trust; and
    - (3) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
    - (4) all of the persons who are trustees of the trust have approved entry into this lease.
  - (b) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).

**Counterparts**

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

**DEFINITIONS AND INTERPRETATION**

- 47.1 In this lease:
- (a) "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
  - (b) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
  - (c) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
  - (d) "emergency" for the purposes of subclause 27.5 means a situation that:
    - (1) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
    - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
    - (3) the event is not caused by any act or omission of the Landlord or Tenant.

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- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
  - (1) must not unreasonably withhold consent or approval, and
  - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
    - (i) grant that consent or approval; or
    - (ii) notify the Tenant in writing that the consent or approval is withheld.

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## THIRD SCHEDULE

FURTHER TERMS (if any)



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## FOURTH SCHEDULE

### GUARANTEE

~~IN CONSIDERATION~~ of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- ~~(a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease:~~
- ~~(b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person:~~

~~THE GUARANTOR~~ covenants with the Landlord that:

- ~~1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.~~
- ~~2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.~~
- ~~3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.~~
- ~~4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.~~
- ~~5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.~~
- ~~6. The Guarantee and indemnity shall extend to any holding over by the Tenant.~~

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## FIFTH SCHEDULE

### LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))



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## SIXTH SCHEDULE

### PREMISES CONDITION REPORT

(Subclause 8.1)





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**Dated**

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**Between**

Northland Regional Council

**Landlord**

**and**

Northland Regional Council, Whangarei District Council,  
Far North District Council and Kaipara District Council as  
tenants in common in equal share

**Tenant**

**and**

**Guarantor**

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**SUB  
DEED OF LEASE**

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**General address of the premises:**

Mansfield Terrace, Whangarei

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REF. 4035

**7.11 REGIONAL DEAL TE TAI TOKERAU NORTHLAND****File Number: A5001582****Author: Roger Ackers, Group Manager - Planning & Policy****Authoriser: Guy Holroyd, Chief Executive Officer****TAKE PŪRONGO / PURPOSE OF THE REPORT**

To agree the process and response to the Governments' invitation to apply for a Regional Deal.

**WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY**

- On 21 November 2024, Hon Simeon Brown, Minister of Local Government sent a letter to the mayors / chairs of all local authorities inviting them to submit a regional deal proposal (Attachment 1).
- Regional deals are focused on delivering connected and resilient infrastructure, building economic growth and improving the supply of affordable housing. There will be based on a 30-year vision with 10-year strategic plans.
- In terms of boundaries, "regions" should be a configuration of territorial authorities within a defined economic and geographic area and must include the relevant regional council. It is left to territorial authorities to determine how they collaborate with one another.
- In terms of timing, a registration form (Attachment 2) is due by 18 December 2024 and the "light-touch" proposal (Attachment 3) by 28 February 2025. A key part of the "light touch" proposal is for the region to list five projects/initiatives that it wishes to be included in a regional deal, detailing the outcomes expected, the contribution that councils will be making to these, and what the region is seeking from central government to achieve these outcomes.
- Cabinet will then agree on next steps for each region by mid-2025. The intention is to finalise the first regional deal with one selected region by December 2025 with two more deals finalised by October 2026 (ahead of the next general election).
- Staff recommend agreeing to the steps outlined in this report as they make use of existing resource and governance roles within the region and provide an efficient mechanism for responding to the tight deadlines set by government.

**TŪTOHUNGA / RECOMMENDATION**

**That Council:**

- a) **Endorse the preparation of a Regional Deal proposal for submission to central government.**
- b) **Agree to collaborate with the other three local authorities, Kaipara District Council (KDC), Whangārei District Council (WDC), and Northland Regional Council (NRC) as a single "region" for the purpose of the Regional Deal.**
- c) **Approve Northland Inc as the lead organisation responsible for coordinating the development of the Regional Deal proposal, with support from all four councils.**
- d) **Approve the Joint Regional Economic Development Committee as the governance entity overseeing the development of the proposal.**
- e) **Approve the amendment to the Joint Regional Economic Development Committee Terms of Reference as provided in Attachment 4 of this agenda item.**
- f) **Agree that the Chair of the Northland Mayoral Forum be the spokesperson of the Regional Deal programme on behalf of the region.**

- g) Approve the Registration form being submitted by Northland Inc. on behalf of Northland Local Authorities (by 18 December 2024), following review by the Chief Executive.**
- h) Note that the Joint Regional Economic Development Committee may be required to meet outside of the normal council meeting cycle during the traditional Christmas recess period.**
- i) Note that similar recommendations are being presented to KDC, WDC, and NRC at their December 2024 meetings to ensure regional alignment and collaboration.**

## **1) TĀHUHU KŌRERO / BACKGROUND**

The government's Regional Deals (RD) initiative is a new framework aimed at supporting regional economic growth through customised agreements between central and local government. The initiative aligns with the shared economic development vision of Northland and emphasises collaboration on projects that address local opportunities and challenges. Each regional deal will cater to local priorities while sharing the following foundational components:

- Each regional deal will be based on a 30-year vision for the region.
- Each deal will have a 10-year strategic plan with clear outcomes and actions required to achieve them.
- Deals will rely on existing resources to achieve shared goals over new funding.
- Deals establish a framework through which new funding can be allocated as it becomes available.

## **2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

The Northland Mayoral Forum (NMF) discussed the Minister's letter at its meeting on Monday 25 November 2024 and agreed that the following steps be taken:

- **Proposal Submission:** A regional deal proposal be submitted.
- **Regional Collaboration:** All four Northland councils (Far North District Council (FNDC), Northland Regional Council (NRC), Whangārei District Council (WDC) and Kaipara District Council (KDC)) will participate collectively as a single "region".
- **Coordination Role:** Northland Inc, as the council-controlled organisation jointly owned by all four councils, will coordinate the development of the proposal with support from key staff within each council.
- **Governance Mechanism:** The Joint Regional Economic Development Committee (Joint Committee), made up of two members from each of the four councils, will act as the governance entity for developing the proposal, engaging with central government, and Regional Deals decision-making. A new role and responsibility are required to be added to the Terms of Reference for the Joint Committee to allow it to carry out this function (Attachment 4).
- **Spokesperson:** The NMF Chair, Mayor Vince Cocurullo, will be the spokesperson for the Regional Deals initiative.

To ensure that Council's meet the central government timeframes, this paper seeks agreement to the recommended steps for Northland's participation in this opportunity.

Similar papers are being provided to the other three councils for their agreement. The respective council meeting dates are 10 December (NRC), 11 December (KDC) and 12 December (both FNDC and WDC).

## Options

No.	Option	Advantages	Disadvantages
<b>1</b> <b>Recommended Option</b>	Agree to the recommended collaborative approach (single “region” with Northland Inc as coordinator and Joint Committee as governance body).	<ul style="list-style-type: none"> <li>Aligns with government’s preference for a unified regional approach.</li> <li>Strengthens Northland’s proposal with a comprehensive and cohesive vision.</li> <li>Leverages Northland Inc’s expertise and existing inter-council governance structures.</li> <li>Builds stronger regional identity.</li> </ul>	<ul style="list-style-type: none"> <li>Requires significant coordination across councils, potentially leading to delays.</li> </ul>
<b>2</b>	Don’t agree to participate in the Regional Deals initiative and the steps outlined above.	<ul style="list-style-type: none"> <li>Avoid administrative workload and resource allocation for proposal development.</li> <li>Allows focus on other strategic priorities of council.</li> </ul>	<ul style="list-style-type: none"> <li>Misses a significant opportunity to attract long-term government investment.</li> <li>Risks Northland falling behind other regions that actively engage in the initiative.</li> <li>Damages the council’s reputation as a collaborator in regional development.</li> </ul>

**TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

Staff recommend Option 1 as it positions Northland to secure investment while fostering collaboration across councils. The proposed approach provides a mechanism for responding to the tight timeframes given in the invitation from Hon Minister Brown by leveraging existing governance structures, such as the Joint Committee and Northland Inc. This ensures efficiency, aligns with government expectations, and enhances Northland’s ability to present a unified and compelling regional vision.



**E WHAIAKE NEI / NEXT STEPS**

A staff operational group has been formed from the four councils to progress this work and schedule. This will need be communicated to the Joint Committee. This will set expectations on the work needed and commitments over the next two-to-three-month period.

**3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

The cost for developing the “light-touch” proposal and any subsequent negotiation with central government are expected to be minimal and largely administrative. Any associated expenses will be covered by the Investment and Growth Reserve (IGR) or existing council resources, as approved by the Chief Executives. Any funding implications arising from specific projects or developments that are incorporated into a regional deal will need to be subject to separate and future council decisions.

**ĀPITI HANGA / ATTACHMENTS**

1. Letter from Hon Simeon Brown to all Mayors and Chairs - A5002460 [↓](#) 
2. Regional Deals initial registration form - A5002459 [↓](#) 
3. Regional Deals - light touch proposal application - A5002458 [↓](#) 
4. Joint Regional Economic Development Committee ammended Terms of Reference - A5002461 [↓](#) 

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	Low level of significance as this proposal does not meet any of the thresholds in Councils Significance and Engagement Policy. No feedback is required, and the public will be informed of Council's decision via the agenda and minutes publication of this meeting, on the website and through other channels if appropriate.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	A new role and responsibility is required to be added to the Terms of Reference for the Joint Regional Economic Development Committee to allow it to undertake its governance task in relation to Regional Deals. It is proposed that the following new role and responsibility be added to the Terms of Reference provided in Attachment 4.  <i>4) Make decisions relating to the government's Regional Deals initiative for establishing long-term agreements between central and local government, including but not limited to submitting a proposal, finalising a Memorandum of Understanding and negotiating a deal, ensuring alignment with regional priorities and collaboration among councils.</i>
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	The recommendation in this report has District Wide Relevance.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	Māori have not been engaged in the decision-making process because of the tight timeframes between receiving the invitation letter from the Minister and the need for a council decision. However, the "light-touch" proposal form requires local government to engage with both Māori and the private sector to obtain their input into any submission and this will be completed prior to submission approval.
Identify persons likely to be affected by or have an interest in the matter, and	There are specific persons or groups outside of staff from the Northland Councils and Northland In that will directly

how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	be affected by the recommendation given in this agenda item.
State the financial implications and where budgetary provisions have been made to support this decision.	The cost for developing the “light-touch” proposal and any subsequent negotiation with central government are expected to be minimal and largely administrative. Any associated expenses will be covered by the Investment and Growth Reserve (IGR) or existing council resources, as approved by the Chief Executives. Any funding implications arising from specific projects or developments that are incorporated into a regional deal will need to be subject to separate and future council decisions.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.

**Hon Simeon Brown**

MP for Pakuranga

Minister for Energy  
Minister of Local Government  
Minister of TransportMinister for Auckland  
Deputy Leader of the House

Dear Mayor/Chair,

21 November 2024

**Invitation to submit a regional deal light-touch proposal**

The Government is pleased to invite your council to submit a regional deal proposal.

Regional deals is our Government's initiative to boost economic growth through infrastructure development. Deals will be focused on delivering connected and resilient infrastructure, building economic growth and improving the supply of affordable housing. They will be based on a 30-year vision for the region, with negotiated 10-year strategic plans.

**Proposal process**

Each region has the opportunity to submit one proposal for consideration. The proposals must be a collaborative submission by the territorial authorities involved and the relevant regional council. 'Regions' in the context of regional deals should be a configuration of territorial authorities within a defined economic and geographic area and must include the regional council where relevant. One relevant regional council will be involved in each regional deal alongside territorial authorities.

The proposal is intended to be straightforward and high level. We are looking for simple, in-house proposals supported by readily accessible information. Each proposal should identify 3-5 key infrastructure priorities or projects for the region. These should clearly show how they will boost regional economic growth or unlock growth for housing. To support the development of your proposal, a light-touch form is attached to guide you.

Should you wish to submit a regional deals proposal, please complete the attached registration form and submit it to [regionaldeals@dia.govt.nz](mailto:regionaldeals@dia.govt.nz) by 18 December 2024. Final proposals are due by 28 February 2025.

Please find additional guiding material below. Further information will be available at the <https://www.dia.govt.nz/Regional-Deals>. If you have any questions, do not hesitate to refer them to your Department of Internal Affairs Partnership Director or to [regionaldeals@dia.govt.nz](mailto:regionaldeals@dia.govt.nz).

We are pleased to begin this journey and look forward to working with you to deliver infrastructure investment and economic growth for your communities.

Yours sincerely,

Hon Simeon Brown

**Minister of Local Government**

Private Bag 18041, Parliament Buildings, Wellington 6160 New Zealand  
+64 4 817 6804 | [s.brown@ministers.govt.nz](mailto:s.brown@ministers.govt.nz) | [www.beehive.govt.nz](http://www.beehive.govt.nz)



**What classifies as a 'Region'?**

'Regions' in the context of regional deals should be a configuration of territorial authorities within a defined economic and geographic area and must include the regional council where relevant. One relevant regional council will be involved in each regional deal alongside the territorial authorities.

Territorial authorities should determine how they collaborate with one another, alongside the relevant regional council, on a proposal that will support economic growth or unlock growth for housing for the region involved.

**Why are all councils being invited to submit a light-touch proposal?**

We have made the decision to invite all territorial authorities at the same time to enable all regions to put forward proposals that will boost economic growth, and to support the building of relationships between these territorial authorities and their relevant regional council.

**What is a light-touch proposal?**

A light-touch proposal is a document that outline ideas that can be implemented to address clearly understood issues and opportunities. We are not looking for exploratory studies or huge glossy documents.

While each regional deal will reflect the priorities for each region, deals should address the following criteria:

- Regional alignment - shared strategic objectives, developed in partnership and reflecting the particular local characteristics of each region;
- Identification of economic opportunities for long term growth potential;
- Financial and non-financial resources that will be brought to the table;
- Alignment and commitment on approach to broader government reform objectives such as Local Water Done Well – to provide confidence that councils are meeting their regulatory standards;
- Commitment to use of shared services; and
- Identification of alternative funding and financing tools for projects.

My expectation is that territorial authorities take a 'no-frills' approach to these proposals, which are practical and focused on achieving results. The information needed to complete your proposal is expected to be able to be sourced from your existing resources and materials, minimising any unnecessary additional costs and reducing reliance on external parties.

Private Bag 18041, Parliament Buildings, Wellington 6160 New Zealand  
+64 4 817 6804 | [s.brown@ministers.govt.nz](mailto:s.brown@ministers.govt.nz) | [www.beehive.govt.nz](http://www.beehive.govt.nz)

**How should I confirm my intention to submit a light-touch proposal?**

To confirm your intention to submit a light-touch proposal, submit the attached registration form to the Regional Deals Team at DIA ([RegionalDeals@dia.govt.nz](mailto:RegionalDeals@dia.govt.nz)) before 18 December 2025.

**How will light-touch proposals be assessed?**

Proposals will be assessed according to the assessment criteria on page 24 of the Regional Deals Strategic Framework (<https://www.beehive.govt.nz/sites/default/files/2024-08/Regional%20Deals%20Strategic%20Framework.pdf>).

**When will my region get a deal?**

We expect the first regional deal to be finalised with the selected region by December 2025, with two more deals finalised by October 2026. Plans for future rounds of deals are still being developed.

We encourage councils that are not selected in the first tranche to continue to build relationships and planning with neighbouring territorial authorities and the relevant regional council to develop their future proposal. The regional deals secretariat will continue to provide support and share information on the rollout of the deals.

**What are the key dates I need to know?**

Activity	Date
Letters sent to all Councils inviting a regional deal proposal	21 Nov 2024
Online Q&A sessions for all councils	Late Nov 2024
Regions confirm intention to submit a proposal	By 18 Dec 2024
Regions submit final proposals for consideration	28 Feb 2025
Cabinet agreement on next steps for each region	Mid-2025

**Further information**

In the meantime, I encourage you to review the information at [\[https://www.dia.govt.nz/Regional-Deals\]](https://www.dia.govt.nz/Regional-Deals), including the Regional Deals [Strategic Framework - DIA](#).

For further questions, please contact your DIA Partnership Director in the table ahead or email [RegionalDeals@dia.govt.nz](mailto:RegionalDeals@dia.govt.nz).

Private Bag 18041, Parliament Buildings, Wellington 6160 New Zealand  
+64 4 817 6804 | [s.brown@ministers.govt.nz](mailto:s.brown@ministers.govt.nz) | [www.beehive.govt.nz](http://www.beehive.govt.nz)

<i>Regions</i>	<i>DIA Partnership Director</i>	<i>Contact details</i>
Northland/Auckland/Waikato	Vanessa Blakelock	<a href="mailto:Vanessa.blakelock@dia.govt.nz">Vanessa.blakelock@dia.govt.nz</a> [021 832 417]
Bay of Plenty/Gisborne Tairāwhiti/Hawkes Bay/Manawatū Whanganui/Taranaki	Caroline Dumas	<a href="mailto:Caroline.dumas@dia.govt.nz">Caroline.dumas@dia.govt.nz</a> [022 652 5199]
Wellington/Otago/Southland	Warren Ulusele	<a href="mailto:Warren.ulusele@dia.govt.nz">Warren.ulusele@dia.govt.nz</a> [021 227 8187]
Nelson City and Tasman /Marlborough/Canterbury/ West Coast	Paul Barker	<a href="mailto:Paul.barker@dia.govt.nz">Paul.barker@dia.govt.nz</a> [027 610 7508]

**Action required: Please confirm your acceptance of this invitation to submit a regional deal proposal. Include the councils you will be partnering with to develop your proposal and form your 'region'.**

To confirm your intention to submit a regional proposal, please submit the attached registration form to the Regional Deals Team at DIA ([RegionalDeals@dia.govt.nz](mailto:RegionalDeals@dia.govt.nz)) before 18 December 2025.

Private Bag 18041, Parliament Buildings, Wellington 6160 New Zealand  
+64 4 817 6804 | [s.brown@ministers.govt.nz](mailto:s.brown@ministers.govt.nz) | [www.beehive.govt.nz](http://www.beehive.govt.nz)

# Regional Deals

## Registration form

The purpose of this form is to confirm your region's intention to submit a proposal for a Regional Deal by 28 February 2025. Please note that 'regions' in the context of regional deals should be a configuration of territorial authorities within a defined economic and geographic area and must include the regional council where relevant.

Please include:

- The councils that intend to form a region for the purposes of a Regional Deals' proposal.

**Insert details here...**

- Key contact people (including names, titles, contact details).

**Insert details here...**

Optional:

- Please identify any projects/focus areas you are considering including in your final proposal.  
Note you will not be assessed on this, this is to assist in central government coordination.

**Insert details here...**

Please complete the attached registration form and submit it to [RegionalDeals@dia.govt.nz](mailto:RegionalDeals@dia.govt.nz) by 18 December. For further questions, please contact your DIA Partnership Director below or email us at [RegionalDeals@dia.govt.nz](mailto:RegionalDeals@dia.govt.nz).

<i>Regions</i>	<i>DIA Partnership Director</i>	
Northland/Auckland/Waikato	Vanessa Blakelock	<a href="mailto:Vanessa.blakelock@dia.govt.nz">Vanessa.blakelock@dia.govt.nz</a> [021 832 417]
Bay of Plenty/Gisborne Tairāwhiti/Hawkes Bay/Manawatū Whanganui/Taranaki	Caroline Dumas	<a href="mailto:Caroline.dumas@dia.govt.nz">Caroline.dumas@dia.govt.nz</a> [022 652 5199]
Wellington/Otago/Southland	Warren Ulusele	<a href="mailto:Warren.ulusele@dia.govt.nz">Warren.ulusele@dia.govt.nz</a> [021 227 8187]
Nelson City and Tasman /Marlborough/Canterbury/ West Coast	Paul Barker	<a href="mailto:Paul.barker@dia.govt.nz">Paul.barker@dia.govt.nz</a> [027 610 7508]

# Regional Deals

## Light-Touch Proposal Template Guidance

The purpose of this template is to support the development of proposals for regional deals. The content in this template will help central government confirm alignment with the objectives set out in the [Regional Deals Strategic Framework](#), confirm the proposed areas of work to be included in a potential Memorandum of Understanding between central and local government, and provide early indications for the work required to support a potential regional deal.

The Department of Internal Affairs acknowledges that all parties are expected to treat proposals in confidence as they may contain confidential and commercially sensitive information. All parties will keep the information confidential, unless obliged to disclose it (such as by law under the Official Information Act 1982 (OIA) or the Local Government Official Information and Meetings Act 1987 (LGOIMA)), or until it no longer remains confidential (such as being agreed to in a Memorandum of Understanding). Where a relevant OIA or LGOIMA request is received, each party must consult with each other.

Use this template to complete and submit your “light-touch” Regional Deals proposal, consistent with the [Regional Deals Strategic Framework](#).

Regional Deals will be based on a 30-year vision, with negotiated 10-year strategic plans to deliver shared objectives and outcomes between central and local government. Deals will be long-term commitments, intended to endure, to promote economic growth and productivity, delivering connected and resilient infrastructure, and improving the supply of affordable, quality housing.

Your proposal should outline the economic objectives and project outcomes that your region is proposing will be delivered. It should also include what actions your region will take to unlock or enable growth, and what policy, legislative or other actions your region needs from central government to assist in achieving the objectives of the regional deals strategic framework.

Light-touch in the context of this template means that you should provide brief answers to the questions. Evidence and data included should be from sources that are already available such as Long-Term Plans (2024-2034), economic development and infrastructure strategies and other pre-existing information. It is not envisaged that regions prepare a full business case or deal proposition at this stage. The intention is to gather initial information that can inform a deal proposition. We also do not encourage the use of external consultants or preparing detailed supporting information to complete the light-touch proposal.

Please complete one application per regional deal, approved by all councils included in the region. Further supporting information may be attached as an appendix.

For further questions, please contact your Department of Affairs (DIA) Partnership Director below or email us at [RegionalDeals@dia.govt.nz](mailto:RegionalDeals@dia.govt.nz).

Regions	DIA Partnership Director	
Northland/Auckland/Waikato	Vanessa Blakelock	<a href="mailto:Vanessa.blakelock@dia.govt.nz">Vanessa.blakelock@dia.govt.nz</a> [021 832 417]

Bay of Plenty/Gisborne Tairāwhiti/Hawkes Bay/Manawatū Whanganui/Taranaki	Caroline Dumas	<a href="mailto:Caroline.dumas@dia.govt.nz">Caroline.dumas@dia.govt.nz</a> [022 652 5199]
Wellington/Otago/Southland	Warren Ulusele	<a href="mailto:Warren.ulusele@dia.govt.nz">Warren.ulusele@dia.govt.nz</a> [021 227 8187]
Nelson City and Tasman /Marlborough/Canterbury/ West Coast	Paul Barker	<a href="mailto:Paul.barker@dia.govt.nz">Paul.barker@dia.govt.nz</a> [027 610 7508]

Final proposals to be sent to [RegionalDeals@dia.govt.nz](mailto:RegionalDeals@dia.govt.nz) by 28 February 2025.

## Region and Contact Details

Please confirm your region's economic/geographical area and list all the local authorities involved, contact names and roles, emails addresses and phone numbers. Highlight the primary contact point(s) for all future correspondence related to this proposal.

*For this section please include:*

- *A description of the region's economic/geographical area*
- *Please list all local authorities involved*

Insert details here...

## Light-Touch Proposal

### 1. Executive Summary

Please provide a title for the proposal.

**Insert details here...**

Present a high-level vision for your region and your region's economic role in New Zealand. Please also include a summary of the proposed regional deal, with clear economic outcomes sought and the actions required to achieve them. List up to five projects/initiatives and clearly state for each project/initiative the outcomes you are proposing will be delivered, aligned with the Strategic Framework. You should also include what your region/councils will be contributing towards your regional deal. Please add what your region is seeking from central government to achieve these outcomes.

*For this section please consider:*

- *Outline your region's vision for a deal, your region's economic role in New Zealand and the economic objectives for your regional deal.*
- *List the five projects/initiatives your region seeks to be included in the deal and include the project outcomes to be delivered because of your regional deal. Note that more detail on proposed projects/initiatives is to be covered in Section 7.*
- *What is your region/councils contributing towards your regional deal?*
- *What is your region seeking from central government to achieve these outcomes?*

**Insert Text Here (maximum 4 paragraphs only):**

## 2. Alignment with the Strategic Framework

Identify how the proposal aligns with the priority objectives of the Regional Deals Strategic Framework to build economic growth, deliver connected and resilient infrastructure, and/or improve the supply of affordable, quality housing. This is required as part of the application.

You may also include alignment to the secondary objectives of greater regional and private sector collaboration, improving local government decision-making and funding and financing, promoting collaborative ways of working between central and local government, and ensuring regions are resilient and sustainable. This is optional.

*For this section please include:*

- *Alignment with one or more priority objectives*
- *Alignment with secondary objectives (optional)*

**Insert Text Here (maximum 4 paragraphs only):**

## 3. What drives growth in your region?

Please identify the areas of growth, existing and potential, in your region and key drivers of that growth. What actions do you intend to take to unlock or enable growth? What do you need from central government to support growth? What is the anticipated growth that would be triggered by a regional deal?

*For this section please include:*

- *Key Growth Sector(s) (identify which sectors, annual expected growth in revenue and % increase)*

**Insert Text Here (maximum 4 paragraphs only, additional information may be attached):**



#### 4. Central and Local Government Partnership

Please include:

- details of the proposed councils involved in the regional deal proposal.
- a summary of any current/previous collaboration between the councils involved in this application and central government, including but not limited to any urban, regional or provincial partnerships, etc., including information on how long they have been in existence, broadly the activities they cover etc., and their outcomes. Please note, relationships outside of existing central government partnerships, such as with New Zealand Land Transport, Ministry of Education, Kainga Ora etc., that may need to be engaged as part of a Regional Deal.
- an explanation of how these partnerships/ previous examples of collaboration may support a Regional Deal. This may also include progress towards delivery of current central government funded projects.

Please note that one of the selection criteria in the Regional Deals Strategic Framework is to support delivery of other government work programmes. This could include current and planned progress towards alignment with the following reforms and objectives:

- Water reforms (Local Water Done Well)
- Transport (Government Policy Statement on Land Transport, including Roads of National and Regional significance, Rural roads)
- Increasing Housing Supply (Going for Housing Growth)
- Infrastructure (Alignment with the National Infrastructure Pipeline and/or where appropriate for those infrastructure projects of national significance included in the Infrastructure Priorities Programme)
- Fast-track consenting Bill
- Resource Management Reforms
- Any other central government reforms/objectives that you consider relevant for your deal, such as the National Policy Statement on Urban Development, Medium Density Residential Standards, etc.

*For this section please include:*

- *Central and local government partnerships (including crown entity and department relationships)*
- *Actions councils in the region can take to achieve reform outcomes*
- *How can central government help councils meet reform expectations*

**Insert Text Here (maximum 6 paragraphs only):**

## 5. Commitment to Regional Spatial Priorities

Please confirm if there is an existing commitment to clear regional spatial priorities as set out in a regional plan, growth strategy, Future Development Strategy (FDS) or any similar strategic document.

Comment briefly on how these priorities could be supported by a regional deal?

Comment on how the regional deal could change/improve your spatial plan?

*For this section please consider:*

- *Is there a commitment to clear regional spatial priorities?*
- *How can the regional spatial priorities support the deal?*
- *How could the regional deal change/improve your spatial plan?*

**Insert Text Here (maximum 4 paragraphs only):**

## 6. Capability, Capacity and Readiness to Implement and Deliver

Please outline your region's readiness to deliver a regional deal. How will the projects/initiatives be successfully implemented and delivered? This can include proven existing partnerships with central government, other councils in the region, private sector and iwi/Māori. Provide examples of delivering infrastructure projects and how these were managed. Please note support from the private sector and iwi/Māori for the regional deal, including what role they may play in funding and implementing projects/initiatives. The proposed governance arrangements between local authorities working together within the regional deal. Please include proposed arrangements with other key actors in your region such as the private sector and iwi/Māori.

*For this section please consider:*

- *Readiness to implement and deliver a regional deal (including projects/initiatives). This may be demonstrated by including proven existing partnerships, avenues for implementing and funding projects/initiatives, examples of successful implementation and delivery of infrastructure projects.*
- *Proposed governance arrangements between local authorities included within the deal and (optional) with any others, such as the private sector and iwi/Māori.*

**Insert Text Here:**

## 7. Regional Deal Priority Projects/Initiatives

Please provide a brief description of priority projects or initiatives that the regional deal could include and how they will contribute to your region's overall vision. Projects or initiatives, including proposed regulatory relief should be aligned with the objectives outlined in the Strategic Framework. For the top five priority projects or initiatives, include an outline of what information is currently available:

- A summary of economic benefits and costs from the projects/initiatives to be included within the regional deal, including both local and national.<sup>1</sup>
- The anticipated economic costs and benefits (monetised and non-monetised) – both local and national.
- The anticipated costs, any revenues and a summary of how the project/initiative will be funded.
- how the project/initiative will unlock economic growth or local regulatory relief in your region or otherwise contribute to the vision of your region through a deal.
- estimated timeframes to commence and complete.
- whether the projects/initiatives are included in current council planning, such as in the long-term plan and infrastructure strategy.
- For any proposed infrastructure projects/initiatives, please note if these are included in the National Infrastructure Pipeline and/or the Infrastructure Priorities Programme (as managed by the Infrastructure Commission – Te Waihanga). Include any initiative identifiers from these systems to support easy identification
- how the projects/initiative relate to the central government interventions requested. Note any potential risks and how these will be mitigated.
- If the proposed project/initiative relates to a central government priority and how (note not all projects need to align with government reforms)
- Please note that if the above information is not available, we do not expect analysis to be developed. Only include what is available from pre-existing information.

**Insert details here (continue over)...**

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<sup>1</sup>The economic summary should outline the monetised and non-monetised benefits, and costs, to evidence value for money for the overall proposal. The economic proposition should align to the Strategic Framework objectives. Detailed economic analysis is not required for the light-touch proposal, however if supporting material this has previously been developed it can be attached as supplementary material.

Insert details here (continued)...

## 8. What will your region bring to a regional deal?

Summarise what your region will bring to a regional deal (this may be covered above). This could include (but is not limited to):

- coordination of planning and funding tools;
- planning decisions;
- funding and financing; and
- contributions in-kind.

Insert details here ...

## 9. What are you seeking from Central Government as part of a deal?

Outline what policy, legislative or other actions the proposal requires from central government to advance or unlock expected economic growth (this may be covered above), deliver connected and resilient infrastructure and or improve the supply of affordable, quality housing. This could include regulatory relief, improved use of existing or new funding and financing tools, better central government coordination. Outline in order of priority, under each category, how each intervention applies to your proposed projects/initiatives.

*For this section please consider:*

- *Regulatory relief*
- *Improved use of existing or new planning and funding and financing tools*
- *Government coordination*

Insert details here...

## 10. Further Supporting Information

Additional supporting information may be provided but may be excluded from consideration in the assessment process. Please provide a schedule of any additional supporting information provided.

**Insert schedule of additional information here...**

## 11. Approval

As mentioned in the guidance, there is to be one application per regional deal, approved by all councils included in the region.

Please indicate that this regional deal proposal is approved by each local authority included within the deal (listed in Page 1). You could do this by each local authority providing a signatory or have it signed by an authorised person on behalf of all local authorities to be partners to the regional deal.

Approval of proposal
Title of the proposal: Enter Title Here
Chair/Mayor names and signatures: <b>Insert names and signatures here</b>
Date: Click or tap to enter a date.

## **Joint Regional Economic Development Committee Terms of Reference<sup>1</sup>**

### **Background**

Economic development is listed as one of the five policy priorities of Local Government New Zealand. Globalisation and the relaxation of border controls have been radically changing the way in which local and regional economies work. Cities, districts and regions in New Zealand are now competing against their peers in other parts of the world for the same capital and same skilled workers. The COVID-19 pandemic and associated policy responses disrupted this long-term trend and brought additional challenges to the economy. To succeed, local authorities need to ensure that they not only offer a good life and effective infrastructure and services they must also promote these attributes. Economic development agencies such as Northland Inc Limited play an important role in bridging the gaps in local economies, leveraging local advantage, and promoting the region both nationally and internationally.

Economic growth is vital for generating the resources needed to address some of the pressing problems affecting Northland, such as poor housing, health and education. Councils wish to improve Northland's economic performance to support strong communities and environmental sustainability.

A joint committee of the Northland Regional Council and the Far North, Kaipara and Whangarei district councils elected council members is fundamental to ensuring these outcomes are achieved in a coordinated and collaborative way across Te Taitokerau.

### **Membership**

The Joint Regional Economic Development Committee (the **committee**) is a joint committee made up of elected members from the Northland Regional Council, the Far North District Council, the Kaipara District Council and the Whangarei District Council.

The committee shall have eight members as follows:

Two elected members from:	Kaipara District Council
	Far North District Council
	Northland Regional Council
	Whangarei District Council

Each council shall also appoint one alternative elected member who will have full speaking and voting rights when formally acting as the alternate.

Ex officio: Whereas the Mayors of Far North, Kaipara and Whangarei district councils are a member of all committees by virtue of section 41A(5) of the Local Government 2002, the Mayors have agreed not to exercise this right of membership.

### **Role and Responsibilities**

- 1) All responsibilities, duties and powers of a local authority as a shareholder in Northland Inc Limited are, as far as legally possible, delegated to the committee. For avoidance of doubt, a meeting of the committee is not a meeting of shareholders under the Companies Act 1993.

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<sup>1</sup> Approved by NRC at its meeting on 23 July 2024, WDC on 25 July 2024, KDC on 31 July 2024 and FNDC on 8 August 2024.

- 2) Make funding allocations from the Investment and Growth Reserve (IGR) administered by Northland Regional Council.
- 3) Receive advice and provide direction and support to economic development in Te Taitokerau.
- ~~3~~4) Make decisions relating to the government's Regional Deals initiative for establishing long-term agreements between central and local government, including but not limited to submitting a proposal, finalising a Memorandum of Understanding and negotiating a deal, ensuring alignment with regional priorities and collaboration among councils.
- ~~4~~5) Make recommendations to member councils to ensure a consistent regional approach is applied and adopted to economic development activities.
- ~~5~~6) Act collectively as an advocate for regional economic development generally and within the individual bodies represented on the committee.
- ~~6~~7) Ensure the bodies represented on the committee are informed of economic development activities in Te Taitokerau.

**Status**

The committee is a joint committee of council as provided for under Clause 30(1)(b) of Schedule 7 of the Local Government Act 2002 and shall operate in accordance with the provisions of Clause 30A of Schedule 7 that Act.

The committee has no powers under the Local Government Act 2002 (or any other Act) other than those delegated by decision of all member councils.

The committee shall operate under Northland Regional Council Standing Orders.

**Joint Committee not discharged at triennial elections**

Pursuant to Clause 30(7) of Schedule 7 of the Local Government Act 2002, the councils have resolved that this joint committee is not discharged at the triennial elections. However, on coming into office following an election, a council may choose to review its appointments to the committee.

**Committee Chair and Deputy Chair:**

The Chair and Deputy Chair are to be elected by members at the first meeting of the committee according to System A of clause 25 of Schedule 7 of the Local Government Act 2002.

**Meetings**

The committee shall meet a minimum of four times per annum.

**Quorum**

At least 50% of members shall be present to form a quorum with at least one member from each council present.

**Decision making**

The committee will endeavour to make all decisions by consensus, i.e. 100%. However, if consensus cannot be reached, matters will be decided by a simple majority of the votes cast by the members present. For the avoidance of doubt the Chair shall not have a casting vote at committee meetings.



**Service of meetings**

The Northland Regional Council will provide secretarial and administrative support to the committee.

Draft agendas are to be prepared by Northland Regional Council and approved by the Chair of the Committee prior to the committee meeting.

Northland Inc Limited can request the committee hold a confidential committee meeting for discussion about commercially sensitive matters, subject to this request meeting the requirements of section 7(2) of the Local Government Official Information and Meetings Act. Any report submitted by Northland Inc needs to be accompanied by council management advice to the committee.

**Remuneration**

Remuneration and / or reimbursement for costs incurred by committee members is the responsibility of each council.

**Amendments**

Any amendment to the Terms of Reference or other arrangements of the committee shall be subject to approval by all member councils.

Should Kaipara District Council, Far North District Council, Northland Regional Council or Whangarei District Council cease to be a shareholder of Northland Inc Limited (a **departing Council**):

1. The number of members that the committee is to have (as referred to in paragraph 2 of the section entitled "Membership" above) shall reduce by two for each departing Council.
2. Any elected member(s) appointed by the departing Council to the committee shall automatically cease to be a member(s) of the committee.
3. The right of the departing Council to appoint members to the committee (as referred to in paragraph 2 of the section entitled "Membership" above) shall automatically cease.
4. All references to the departing Council in these Terms of Reference shall be deemed deleted.

These Terms of Reference replace the prior Terms of Reference approved by Kaipara District Council, Far North District Council, and Northland Regional Council for the committee in June 2021.

[These Terms of Reference are amended to incorporate governance responsibilities for the Regional Deals initiative as outlined above.](#)

**7.12 SUBMISSION ON THE TREATY PRINCIPLES BILL****File Number:** A5008393**Author:** Briar Macken, Manager - Strategy & Policy**Authoriser:** Roger Ackers, Group Manager - Planning & Policy**TAKE PŪRONGO / PURPOSE OF THE REPORT**

To seek endorsement of the submission on the Treaty Principles Bill.

**WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY**

- On 07 November, the Government introduced the Treaty Principles Amendment Bill (Bill).
- On 14 November, the Bill received its first reading and was referred to the Justice Committee.
- On 18 November, the Justice Committee called for public submissions. The closing date for submissions is 07 January 2025.
- The purpose of the bill is to set out the principles of the Treaty of Waitangi in legislation, and require, where relevant, those principles to be used when interpreting legislation.
- Council staff intend to make a submission on the Bill as the proposed amendments could significantly impact our relationship with tangata whenua and increase the resourcing required to meet our obligations for council activities such as engagement on resource consent matters.

**TŪTOHUNGA / RECOMMENDATION**

**That Council endorse the submission on the Treaty Principles Amendment Bill.**

**1) TĀHUHU KŌRERO / BACKGROUND**

On 07 November 2024, the Government introduced the Treaty Principles Amendment Bill (Bill). The Bill seeks to define in law the principles of Te Tiriti o Waitangi and the Treaty of Waitangi.

As part of the coalition agreement between the Act Party and the National Party to form the current government, the National Party agreed to support the Bill to the select committee stage. However, all elected parties other than ACT have made statements regarding voting the bill down beyond the first reading, therefore the bill is unlikely to pass its second reading.

On 14 November 2024, the Bill received its first reading and was referred to the Justice Committee. The Bill is now open for public submission which closes on **7 January 2025**.

FNDC intend to submit on the operational implications this bill may have for Council.

**2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

Council staff are concerned that if the Bill were to proceed:

- we may not be able to meet our requirements under the Local Government Act 2002
- we may not be able to uphold our obligations under genuine partnership
- we may not be able to fulfil our obligations under our 14 existing Memorandums of Understanding with iwi and hapū
- increased resources will be required to manage the relationships with settled vs unsettled iwi and to undertake operational activities such as engagement on resource consent matters.

The Far North district includes approximately 144 marae, 10 Iwi Runanga and over 250 hapū. The majority of our District's iwi and hapū have not reached settlements under the Waitangi Tribunal.

There have only been 9 treaty settlements to date in the Far North. However, there is potential for around 200 more as each hapū could settle in their own right.

The Bill essentially includes three principles. All three principles will impact tangata whenua and our relationship with iwi and hapū. However, the principle which will impact Council the most is Principle 2 which states:

- (1) The Crown recognises, and will respect and protect, the rights that hapū and iwi Māori had under the Treaty of Waitangi/te Tiriti o Waitangi at the time they signed it.
- (2) However, if those rights differ from the rights of everyone, subclause (1) applies only if those rights are agreed in the settlement of a historical treaty claim under the Treaty of Waitangi Act 1975.

In local government we are governed by legislation, mainly the Local Government Act 2002 (LGA). Clause 4 of the LGA states

“In order to recognise and respect the Crown’s responsibility to take appropriate account of the principles of the Treaty of Waitangi and to maintain and improve opportunities for Māori to contribute to local government decision-making processes, Parts 2 and 6 provide principles and requirements for local authorities that are intended to facilitate participation by Māori in local authority decision-making processes.”

Therefore, Council must align with the principles of the Treaty of Waitangi for all operational matters. However, if the principles are amended to only apply to the rights of iwi and hapū that have settled, then it will be difficult for FNDC to adhere to our other requirements under the LGA, specifically sections 75, 81, and 82 which are intended to facilitate participation by Māori in local authority decision-making processes.

Council staff have concerns that the Bill does not take into consideration those iwi and hapū who are yet to reach an agreement. For example, there is an overlap of boundaries between iwi who have settled and those iwi who have not, e.g., Te Roroa and Nga Puhi boundaries. This overlap may lead to conflicts and increase the resources required to manage those conflicts when undertaking operational activities such as engagement on resource consent matters.

As a district, FNDC strives to work closely with iwi and hapū and has embedded this collaboration into various layers of Council. We are concerned that this bill will unfairly impact tangata whenua and our relationship with them. We believe the management of settled vs unsettled iwi will cause significant issues within our district and impact our relationship with iwi and hapū.

FNDC have Memorandum of Understandings with 11 iwi and 3 hapū in the district which covers how we as a council will work with them. An obligation with the 11 iwi authorities through these memoranda is to partner on matters of significance to iwi and hapū including undertaking inclusive engagement in resource consent matters. A concern now arises whether FNDC will be able to fulfil our obligations under these memoranda.

The partnership with tangata whenua is embedded into the way FNDC works today and is an involving relationship. This bill will impact a number of the mechanisms which FNDC has in place to ensure iwi and hapū input and partnership, for example:

- Iwi/Hapū (Environmental) Management Plans Policy which includes as an objective to “integrate and consider the views and values of iwi/hāpu regarding the use of natural and physical resources in Council’s strategies, plans, and work programs”.
- Policies in the Proposed District Plan, specifically to work proactively with iwi and hapū and implement agreements with them.
- A Mana Whakahono ā Rohe with Te Runanga a Iwi o Ngapuhi under the Resource Management Act. This has involved 2 years of work alongside the Iwi to develop a Relationship Protocol that outlines how we as council will work alongside the Iwi. This covers participation around resource management decisions such as planning, compliance, and monitoring.

- Hapū working groups – e.g. Kaikohe Wastewater Treatment Plant Hapū Roopu, Ahipara Takiwā Working Group, Taipa Placemaking Working Group, Ngati Kawa Ngati Rahiri Water Treatment Plant Working group.

Council staff foresee risks and issues from the Bill that would impact our community and disproportionately affect the significant number of iwi and hapū we have in our district.

### **TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

Council staff intend to make a submission on the Treaty Principles Bill as:

- we may not be able to meet our requirements under the Local Government Act 2002
- we may not be able to uphold our obligations under genuine partnership
- we may not be able to fulfil our obligations under our 14 existing Memorandums of Understanding with iwi and hapū
- increased resources will be required to manage the relationships with settled vs unsettled iwi and to undertake operational activities such as engagement on resource consent matters.

### **3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

There are no financial implications from the decision in this report.

### **ĀPITIHINGA / ATTACHMENTS**

1. Treaty Principles Bill Submission - A5011106  

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	In line with the Significance and Engagement Policy, the endorsement of the submission will have little effect on financial thresholds, ratepayers, or levels of service. Therefore, the level of significance is low.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	The Local Government Act 2002 applies to the submission in this report.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	The decision in this report has district wide relevance and therefore the views of community boards have not been sought.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	The Treaty Principles Bill has significant implications for Māori.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	The submission is discussing how the proposed Treaty Principles Bill would affect council operations, therefore Council staff have been given an opportunity input through our internal processes.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial implications.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.



**HE ARA TĀMATA**  
**CREATING GREAT PLACES**  
*Supporting our people*

Private Bag 752, Kaikohe 0440, New Zealand

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2 December 2024

**To:** Committee Secretariat  
Justice Committee  
Parliament Buildings  
Wellington

—

**RE: 'Treaty Principles Bill'**

Far North District Council (FNDC) thanks the Justice Committee (the Committee) for the opportunity to submit on the 'Treaty Principles Bill'.

We recommend the Committee carefully consider the potential impacts and consequences this proposal could have.

The bill is short and has significant room for interpretation which we believe impacts both organisations and individuals on their ability provide a robust submission. The views expressed in this submission are purely on the operational impacts this bill may have and are not the views of any one person.

**We wish to be heard in support of our submission.**

## Background

In considering this submission it is critical to acknowledge that the Far North holds a unique place in New Zealand's history. The great explorer Kupe, who many iwi trace their lineage too, is said to have first set foot in New Zealand on the shores of the Hokianga Harbour.

It was in Waitangi, in the Bay of Islands, that Te Tiriti o Waitangi (the Māori version of the Treaty) was first signed in 1840. We are proud of our heritage and to be the home of New Zealand's most important historical site – The Treaty Grounds.

The Far North also maintains the sacred space of Te Rerenga Wairua. For Māori, Cape Reinga is the most spiritually significant place in New Zealand. An ancient pohutukawa tree and a lonely lighthouse mark this special place. It is here that after death, all Māori spirits travel up the coast and over the wind-swept vista to the pohutukawa tree on the headland of Te Rerenga Wairua.

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Te Tai Tokerau Northland is rich in Māori culture, from the language to the legends, the kai (food) to traditional performances, and most importantly, our sacred and significant places.

The Far North District is the most northern territorial local authority in New Zealand and shares borders with the Whangārei and Kaipara Districts. It has a land area of 669,251 hectares and an estimated residential population of approximately 74,700. Of those, approximately 38,000 are Māori (50.8%) which is significantly higher compared to the national average (14.6%), as per the 2023 census. The population of the Far North is predicted to grow to over 82,000 by 2043. As at April 2024, there are 35,366 people on the General Roll, and 14,721 on the Māori Roll for the Far North District.

The Far North is characterised by coastal harbours and bays on the east coast and long beaches interrupted by deep harbours on the west coast. Inland, the Far North is made up of rugged bush covered areas, farmland, and horticulture. There is no single main centre, instead our urban population is focused on a series of towns across the district, with Kerikeri, Kaitiāia, Kaikohe and Kawakawa being the largest being the largest. The Far North is a popular holiday destination, which leads to a fluctuating population over summer. Some areas have a household occupancy rate that doubles during peak season.

The Far North district includes approximately 144 marae, 10 Iwi Runanga and over 250 hapū. There have been 9 treaty settlements to date in the Far North with the potential for around 200 more as some hapū seek to settle as individual entities in addition to iwi. The largest iwi in the rohe, Ngāpuhi, have not yet reached a treaty settlement. In addition, a number of hapū and iwi have had customary rights recognised, and 2 hapū have also received Mandated Iwi Status through Forestry and Fisheries settlements.

Tangata whenua have a long and rich association with the Far North. Council recognises this long settlement and therefore the special position of tangata whenua within this district, and the significant and long-term role Māori have in Council's decision making. The partnership with tangata whenua is embedded into the way FNDC works today and is an evolving relationship.

This relationship is further nurtured through the establishment of Te Kuaka Te Ao Māori Committee which is made up of 11 Elected Members and Te Kahu o Taonui. Te Kahu o Taonui was established in 2006/7, as a collective of Iwi in Te Tai Tokerau. Te Kahu o Taonui now includes representation

from the following Iwi: Ngāti Kuri, Te Aupōuri, NgaiTakoto, Te Rarawa, Ngāti Kahu, NgātiKahu ki Whangaroa, Whaingaroa, Ngāpuhi, Ngāti Hine, Te Roroa, Ngātiwai, and Ngāti Whātua.

FNDC is a small council with limited resources. These limitations mean that proposals and changes to legislation may impact more greatly on FNDC and our district.

FNDC acknowledge the true and genuine intentions of Te Tiriti o Waitangi principles and He Whakaputanga o nga rangatira o niu tirenī through Te Pae Tata (Long Term Plan 2024-2027)

The proposed bill would further impact Councils ability to give effect to our Vision of He Whenua Rangatira A district of sustainable prosperity and Well-being.



## Submission

Of the three principles of the Bill, the principle which we interpret will impact Council the most is *Principle two*.

As such, FNDC have a number of concerns with the Bill and its operation. These primarily relate to:

- impacts on tangata whenua
- impacts on our relationship with tangata whenua
- the significant impacts this bill would have on unsettled iwi and hapū
- impacts on FNDC to uphold and make good on our agreements with tangata whenua
- wider community effects
- resourcing.

## Settled vs. unsettled Iwi

There have been 9 treaty settlements to date in the Far North with the potential for around 200 more as each hapū could settle in their own right. This Bill is heavily swayed towards those who have settled, with little to no consideration to those who are yet to reach an agreement.

The majority of our District's iwi and hapū have not reached settlements under the Waitangi Tribunal. However, those 9 who have, under Principle Two of the proposed bill, will have power in their boundaries. This overlap in boundaries affects unsettled Iwi (for example Te Roroa and Nga Puhi boundaries).

Staff will need to carefully manage the conflicting boundary areas impacting our operational tools and resources. For those who have not reached a treaty settlement, the Bill means our obligations under genuine partnership are at risk of not being upheld.

In local government we are governed mainly by the Local Government Act 2002. Clause four of the Local Government Act 2002 states:

*In order to recognise and respect the Crown's responsibility to take appropriate account of the principles of the [Treaty of Waitangi](#) and to maintain and improve opportunities for Māori to contribute to local government decision-making processes, [Parts 2](#) and [6](#) provide principles and requirements for local authorities that are intended to facilitate participation by Māori in local authority decision-making processes.*

Therefore, Council must align with the principles of the Treaty of Waitangi for all operational matters. If the principles are amended to only apply to the rights of iwi and hapū that have settled then it will be difficult for FNDC to adhere to our other requirements under the Local Government Act 2002, specifically sections 75, 81, and 82 which are intended to facilitate participation by Māori in local authority decision-making processes.

## Relationships

As a district, FNDC strives to work closely with iwi and hapū and has embedded this collaboration into various layers of Council. We are concerned that this bill will unfairly impact tangata whenua and our relationship with them. We believe the management of settled vs unsettled iwi will cause significant issues within our district and impact our relationship with iwi and hapū.

FNDC have Memorandum of Understandings with 11 iwi and 3 hapū in the district which covers how we as a council will work with them. An obligation with the 11 iwi authorities through these

memoranda is to partner on matters of significance to iwi and hapū including undertaking inclusive engagement in resource consent matters. A concern now arises whether FNDC will be able to fulfil our obligations under these memoranda.

The partnership with tāngata whenua is embedded into the way FNDC works today although it is recognised this is evolving. This bill will impact a number of the mechanisms which FNDC has in place to ensure iwi and hapū input and partnership, for example:

- Iwi/Hapū (Environmental) Management Plans Policy which includes as an objective to “integrate and consider the views and values of iwi/hāpu regarding the use of natural and physical resources in Council’s strategies, plans, and work programs”.
- Policies in the Proposed District Plan, specifically to work proactively with iwi and hapū and implement agreements with them.
- A Mana Whakahono ā Rohe with Te Runanga a Iwi o Ngapuhi under the Resource Management Act. This has involved 2 years of work alongside the Iwi to develop a Relationship Protocol that outlines how we as council will work alongside the Iwi. This covers participation around resource management decisions such as planning, compliance, and monitoring.
- Hapū working groups – e.g. Kaikohe Wastewater Treatment Plant Hapū Roopu, Ahipara Takiwā Working Group, Taipa Placemaking Working Group, Ngati Kawa Ngati Rahiri Water Treatment Plant Working group.

FNDC are concerned about the effect the Bill may have on the relationship between iwi and hapū in the district, and the council.

### Summary

Once again FNDC would like to thank the Committee for the chance to submit on this Bill.

We see significant risks and issues from the Bill, that would impact our community and disproportionately affect the significant number of iwi and hapū we have in our district. FNDC are concerned that if the Bill were to proceed:

- we may not be able to meet our requirements under the Local Government Act 2002
- we may not be able to fulfil our obligations under our 14 existing Memorandums of Understanding with iwi and hapū
- increased resources will be required to manage the relationships with settled vs unsettled iwi

We hope our views will give the committee an insight into the impacts the Bill would have and encourage the Committee to consider the submissions of FNDC carefully.

**7.13 ADOPTION OF FAR NORTH HOLDINGS STATEMENT OF INTENT FOR THE YEAR ENDED 30 JUNE 2025****File Number: A5013083****Author: Angie Thomas, Acting Chief Financial Officer****Authoriser: Charlie Billington, Group Manager - Corporate Services****TAKE PŪRONGO / PURPOSE OF THE REPORT**

The purpose of this report is to adopt the Far North Holdings Limited – Statement of Intent for the year ended 30 June 2025.

**WHAKARĀPOOTO MATUA / EXECUTIVE SUMMARY**

- Far North Holdings Limited (FNHL) delivered a draft Statement of Intent (SOI) to Council by 1 March 2024, and following review of comments and feedback from Council, a final SOI for adoption on 20 June 2024.
- Council as shareholder is required to adopt FNHL's SOI and publish a copy of the SOI on its external website within one month of Council adopting the SOI for a period of 7 years.

**TŪTOHUNGA / RECOMMENDATION****That Council:**

- 1) **adopt the Far North Holdings Limited Statement of Intent for the year ended 30 June 2025**
- 2) **publish the Far North Holdings Limited Statement of Intent for the year ended 30 June 2025 on its website within 1 month of adoption**

**1) TĀHUHU KŌRERO / BACKGROUND**

Part 5 and Schedule 8 of the Local Government Act 2002 (LGA02) provides a process for preparation, review, adoption and publication of a SOI by FNHL and Council as shareholder. Clause 3, Schedule 8 of the LGA02 requires FNHL, as a council controlled trading organisation, to deliver a final SOI to Council as Shareholder before the commencement of the financial year to which it relates. FNHL delivered a draft Statement of Intent to Council as Shareholder by 1 March 2024, which was presented at the Governance to Governance workshop on the 7th March 2024.

Further reviews were undertaken by Council and FNHL on 19 April 2024, with Management, Te Miromiro Chair, and was also shared with Murray Bain as part of the FNHL Governance Review.

Council provided comments and feedback to FNHL by 1 May 2024, which was further discussed with FNHL Management and Chair on 30 May 2024 at the Ngawha Innovation Park.

Taking all feedback and discussion into account, as required, FNHL provided the final SOI, which was delivered in draft to Council pending the FNHL Board meeting approval on 10 June. The SOI was approved by the FNHL Board, finalised, and provided in final form to Council as shareholder on 20 June 2024.

The FNHL SOI includes the \$5m special dividend which has been incorporated into FNDC's 2024/25 Annual Plan.

Reference to the final SOI was included in the LTP 2024-27, however, formal adoption of the SOI in accordance with Part 5/ Schedule 8 requirements did not occur in conjunction with the adoption of the LTP.

There is no statutory deadline for Council to adopt an SOI but under usual practice Council would either agree to the SOI or take steps to modify it once the final version has been sent to Council FNHL. Once the SOI has been adopted by Council it must publish on Council's website within 1 month of adoption and maintained on that site for a period of no less than 7 years.

This report looks to finalise the adoption and publication process formally.

## **2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

### **Option 1 (Recommended)**

Agree to the final FNHL SOI without further modification and publish it within one month of adoption.

#### *Advantages*

-Complies with the statutory requirements under Part5/ Schedule 8 of the LGA02.

#### *Disadvantages*

-None

### **Option 2**

Seek further modification of the SOI

#### *Advantages*

-Allows Council to address any concerns or improvements that may be identified after review already conducted.

#### *Disadvantages*

-Council has already undertaken an extensive review of the SOI, and additional delay might not be required.

### **Option 3**

Do not agree to the final FNHL SOI.

#### *Advantages*

-Forces a comprehensive re-evaluation of FNHL's strategic direction and performance objectives.

#### *Disadvantages*

-Council will not have followed the statutory process for adoption and publication under the LGA02.

-Creates uncertainty for FNHL, hindering their ability to operate effectively and plan for the financial year.

## **TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

Option 1 is recommended because it ensures compliance with legal requirements, acknowledges the thorough review process already completed, and supports FNHL's ability to proceed with its

operations without unnecessary delays. Adopting the SOI as finalised demonstrates effective governance and maintains a strong, collaborative relationship with FNHL.

### **3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

There are no specific financial implications arising from this report.

### **ĀPITIHINGA / ATTACHMENTS**

1. Far North Holdings SOI FY25 - A5012399 [↓](#) 

**Hōtaka Take Ōkawa / Compliance Schedule:**

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
  - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
  - b) Assess the options in terms of their advantages and disadvantages; and
  - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

<b>He Take Ōkawa / Compliance Requirement</b>	<b>Aromatawai Kaimahi / Staff Assessment</b>
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	The decision involve adherence to a routine statutory requirement. Council is required under section 64 LGA02 to either agree to FNHL's SOI or require modifications once it has been delivered to Council by FNHL.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Part 5 and Schedule 8 of the Local Government Act 2002
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	FNHL operates across the District, therefore the decision has district-wide relevance.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.  State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	<a href="#">Type here</a>
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	<a href="#">Type here</a>
State the financial implications and where budgetary provisions have been made to support this decision.	<a href="#">Type here</a>
Chief Financial Officer review.	



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# Statement of Intent

for the year ended 30 June 2025

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## Far North Holdings Limited Statement of Intent

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## Far North Holdings Limited Statement of Intent



## Introduction

Far North Holdings Limited (FNHL) is a limited company pursuant to the Companies Act 1993 and is a Council Controlled Trading Organisation (CCTO) pursuant to Section 6 of the Local Government Act 2002 (LGA).

FNHL is wholly owned by the Far North District Council (FNDC/the Shareholder).

This Statement of Intent (SOI) is prepared to meet the requirements of Section 64 and Schedule 8 of the LGA. It outlines the activities and intentions of FNHL and its subsidiaries (the Company) and the agreed objectives to which those activities will contribute. Performance targets and measures are specified, along with FNHL's policies relating to governance and other matters.

The SOI is reviewed annually with FNDC and covers a three-year period.

## Purpose of Statement of Intent

This SOI is presented by FNHL in accordance with Section 64(1) of the Local Government Act 2002. This SOI takes the Shareholder's comments into consideration and states the objectives, nature and scope of activities and performance targets by which FNHL is to be measured as the basis of accountability. This SOI is for the period from 1 July 2024 to 30 June 2027.

## Nature and Scope of Activity

As Council's commercial trading organisation, FNHL exists to:

1. Manage, operate and develop commercial, maritime, aviation, housing and infrastructure assets within its ownership in a commercial manner, or under the terms of any management agreement entered into;
2. Plan, facilitate and secure commercial outcomes and investment in its area of influence that support economic growth of the Far North District (the District) for the betterment of the District, in a socially, culturally and environmentally responsible way;
3. Create profits for its Shareholder and improve the Shareholder's asset value.

## Strategic Direction

This SOI sets the strategic framework, activities, and performance measures the Company has set for the next three years to deliver the outcomes its Shareholder seeks.

We consider FNHL to be an enabler of FNDC's Vision for the Far North "He Whenua Rangatira - A District of sustainable prosperity and well-being", and our strategic direction reflects this and the Mission of "He Ara Tāmata - creating great places, supporting our people". In setting our strategy, where appropriate, we also seek to align with FNDC's 2021/31 Long Term Plan (LTP), related Annual Plans and the Far North 2100 strategy; and in the spirit of "no surprises", we will communicate openly and transparently with FNDC on any changes to the strategic direction in the SOI.

## Far North Holdings Limited Statement of Intent

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Over the period of the SOI, FNDC will provide FNHL with any other documents that it should have knowledge of, whether they be in the consultation stage or have been formally adopted, that reflect any changes to FNDC's vision or aspirations that FNHL needs to align with.

FNHL aims to grow asset values and to generate increasing profitability to return to FNDC and the community. We will achieve this, having regard to the interests of our communities and stakeholders, by actively managing our assets for future generations and delivering residential housing to address the needs in our communities. Maintaining a strong asset base allows FNHL to deliver ongoing revenue streams to continue to support rate reductions into the future for ratepayers, ensures we are a credible organisation to encourage grants and investment for regional improvement, and supports FNHL to achieve a scale of development to help meaningfully improve social and economic outcomes for the District.

Over the forecast period FNHL remains committed to continuing to deliver a diverse range of projects across Tai Tokerau to deliver to the above. This includes the continued focus on attracting manufacturing and processing businesses to Ngawha Innovation & Enterprise Park (Ngawha Park), the development of community housing and the provision of project management services to FNDC in supporting its development of a new library facility in Kaikohe.

## Objectives

As FNDC's commercial vehicle, FNHL will grow the value of Shareholder funds, the return to FNDC over time and actively manage, develop and maintain regional infrastructure and assets. Additionally, we will contribute to the four aspects of well-being in the communities in which we operate (economic, social, environmental and cultural).

We will achieve these objectives by undertaking the following actions:

1. Achieve sustainable, commercial returns from our combined asset portfolio to facilitate dividends to our Shareholder;
2. Sustainably manage and maintain core community infrastructure and assets, in a socially and environmentally responsible manner which reflects and accommodates the interests of our stakeholders and communities when we are able to do so;
3. Deliver growth by identifying opportunities for investment and improved profitability, including development of a housing portfolio that helps to address community housing needs and consideration of opportunities proposed by FNDC;
4. Actively manage marine assets & infrastructure, including supporting growth of the Bay of Islands Marina and the associated marine economy, and address climate change and environmental impacts;
5. Continue to develop Ngawha Park to provide employment and skills-based training opportunities for our District and seek to attract value-added manufacturing and processing businesses that will generate further employment opportunities;
6. Be a good employer by doing the right thing by employees; and

#### Far North Holdings Limited Statement of Intent

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7. Using its portfolio: the Bay of Islands Airport, Bay of Islands Marina and Ngawha Park; the company will look to maximise opportunities to attract high quality capital and investment into the region to support FNDC's goal of sustainable prosperity.

FNHL's SOI and performance measures are based on known projects with confirmed funding. The company will continue to evaluate other investment opportunities as they arise. It will update FNDC if any new projects arise and, if necessary, work with FNDC to update our SOI.

### Decisions for which prior FNDC approval is required

The Company will seek approval from the Shareholder:

- Before entering any arrangements that provide commercial or infrastructural assets outside of the District;
- For decisions which will affect the Council Controlled Trading Organisation's (CCTO's) ability to meet any statutory responsibility;
- For any decisions which will significantly impact on any agreed service levels for a CCTO activity delivered to FNDC;
- For any decisions which will commit FNDC to future provision of funding;
- For any decisions which are not based on a "full arm's length" commercial basis requiring FNDC approval to be shown in the accounts as such;
- Prior to divestment of any assets identified by FNHL and FNDC as strategic regional assets as listed below:
  - Bay of Islands Airport
  - Paihia Car Park and ex-Countdown Property
  - Ngawha Park
  - Carpark adjoining Ministry of Education site, Kaitaia
  - Wharves and Ramp Infrastructure at Russell, Opuā, Mangonui and Paihia
  - Te Hononga and ātea; or
- Prior to divestment of those assets where FNDC retain the first right to acquire upon disposal by FNHL.

In respect of any other material asset disposals the company will notify the Shareholder of its intention to sell, for transparency purposes. If the Shareholder's view has altered on the asset being disposed of, it will notify the company of such change so this may be considered by the company.

In addition the company will:

- consult with the Shareholder on any changes to the structure of the company;
- provide a report providing assurance that any such change will not adversely affect the profitability and risk profile of the company; and
- provide a debt profile of the company ensuring compliance with its banking arrangements.

## Far North Holdings Limited Statement of Intent

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## Group Performance Measures

In our Quarterly Report, the Company will record its performance relating to its goals and objectives, which will be reviewed annually.

Strategic Focus	Objectives	Group Performance Target		
		2024/ 25	2025 / 26	2026/ 27
<b>Financial</b> "Achieve sustainable commercial returns"	Create value for ratepayers by increasing shareholder funds	Grow shareholder funds by	Grow shareholder funds	Grow shareholder funds
	Ratio of consolidated shareholder funds <sup>1</sup>	Must exceed 50%	Must exceed 50%	Must exceed 50%
	Effective financial management to deliver profitability	Operating profit > \$2.0 million	Operating profit > \$2.5 million	Operating profit > \$3.0 million
	Return profit to FNDC by way of dividend, in line with dividend policy, excluding any agreed special dividend	Dividend payable > \$1.0 million Special dividend \$5m	Dividend payable > \$1.25 million	Dividend payable > \$1.5 million
<b>People</b> "Be a good employer"	To make safety our priority to ensure health, safety and wellbeing of all employees and contractors in the Group	Put in place Health Safety & Wellbeing Objectives	Health Safety & Wellbeing Objectives and identified target areas being actioned	Health Safety & Wellbeing Objectives and identified target areas being actioned
	Comply with our living wage policy for all permanent employees	Achieved	Achieved	Achieved

<sup>1</sup> Defined as total equity / total assets, as reported in the Statement of Financial Position prepared under GAAP (generally accepted accounting practice).

Far North Holdings Limited Statement of Intent

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	Objectives	Group Performance Target		
		2024 / 25	2025 / 26	2026 / 27
<b>Sustainability</b> "Undertake sustainable investment and management for the benefit of future generations"	Commit to tangible action to measure climate impact and target reductions based on best practice	Scope requirements for measuring carbon footprint across Far North Holdings and its subsidiaries	Measure carbon footprint for the Ngawha Park in line with generally accepted standards	Measure carbon footprint across the wider business in line with generally accepted standards and prepare an emissions reduction plan
	Achieve and maintain Clean Marina certification	Achieved	Achieved	Achieved
<b>Community</b> "Create economic & housing opportunities, with improving engagement and communication"	Encourage positive relationships with the community by having transparent engagement policies and monitoring key stakeholder perceptions	Stakeholder perceptions survey	Stakeholder perceptions survey	Stakeholder perceptions survey
	Ngawha Park developed to grow economic and employment opportunities in the Far North	5 businesses based at the Park or incubated within the Innovation Centre	8 businesses based at the Park or incubated within the Innovation Centre	8+ businesses based at the Park or incubated within the Innovation Centre
	Identify opportunities to deliver social housing to meet local needs in partnership with Community Housing Providers (CHP's)	Develop at least 50 housing units	Develop at least 50 housing units (subject to funding availability)	Develop > 50 housing units (subject to funding availability)
	Civil Aviation Authority Certification maintained for the BOI Airport to support regional tourism and business visitors	Achieved	Achieved	Achieved

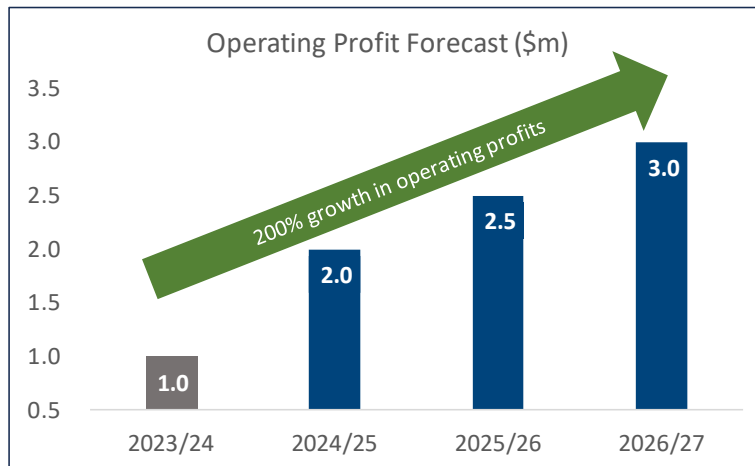
Far North Holdings Limited Statement of Intent

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## Financials

### Operating Profit 3-year Forecast

The Company is focussed on managing through the challenges of high interest rates and inflation to deliver continued growth over the forecast period. The completion of current Ngawha Park and community housing projects will contribute to this growth and the Company is actively pursuing new opportunities.



### Consolidated Shareholder's Funds and Total Assets

For the year ended 30<sup>th</sup> June 2023, consolidated Shareholder's Funds, as a ratio to total assets was 53%. The Company's Annual Report shows equity was \$99.17 million and total assets were \$186.40 million.

The target ratio of consolidated Shareholder's Funds to total assets is not expected to reduce below 50% for the period covered by this SOI.

The Directors review the appropriateness of this target ratio annually.

## Far North Holdings Limited Statement of Intent

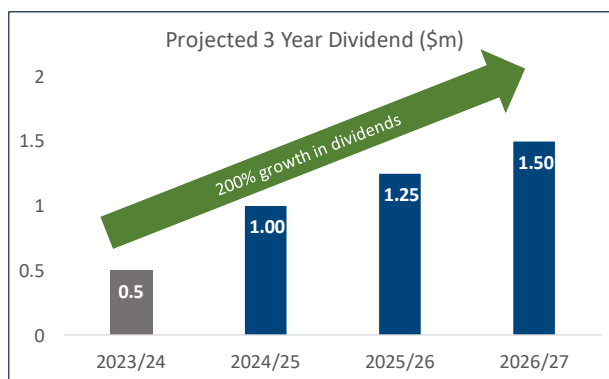
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### Dividend Policy

FNHL will pay a dividend of 50% of its operating profit to the Shareholder on 28th February in the following financial year, unless there is agreement to an alternative use of these funds that has commercial or future benefit. This will be in the most tax efficient manner, and after consultation with the Shareholder. Should a dividend not be paid in any year, we will provide an explanation as to the causes behind it.

For the following years the company will endeavour to pay the following minimum dividends, however we acknowledge the importance of this income stream to FNDC to mitigate increased costs to ratepayers.

Accordingly, the company will proactively seek to maximise dividend returns to FNDC to exceed the minimum commitments, which may be by way of an agreed special dividend. The company will actively look to consider special dividends subject to an appropriate capital structure, realised development margins and asset sales, taking into account the balance between re-investment opportunities, debt repayment and special dividend payments.



### Accounting Policies

FNHL is a for-profit Tier 2 entity that has adopted accounting policies that are consistent with the New Zealand International Financial Reporting Standards and generally accepted accounting practice.

The financial statements of the Company are prepared in accordance with the requirements of the Local Government Act 2002, Part 5, Section 67 which includes the requirement to comply with New Zealand Generally Accepted Accounting Practice ("NZ GAAP"). They comply with New Zealand equivalents to International Financial Reporting Standards - Reduced Disclosure Regime ("NZ IFRS (RDR)").

Additional disclosures are required to meet the needs of the Shareholders reporting requirements.

Significant Accounting Policies can be found on the Far North Holdings website.

[Annual Reports – Far North Holdings Ltd \(fnhl.co.nz\)](https://fnhl.co.nz/Annual-Reports)

## Far North Holdings Limited Statement of Intent

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## Board's Approach to Governance

Pursuant to Section 57 LGA, the Board of Directors is appointed by the Shareholder to govern and direct the activities of the Company in accordance with the Appointment and Remuneration of Directors for Council Organisations Policy. All Directors are required to comply with a formal Code of Conduct, which is based on the New Zealand Institute of Directors' Code of Ethics. The Directors' role is defined in Section 58 of LGA. This section states that all decisions relating to the operation of the CCTO shall be made pursuant to the authority of the directorate of the organisation and its SOI. The Board consults with the Company's Shareholder in preparing and reviewing the Statement of Intent.

### Current Board Membership

- Hon Murray McCully CNZM (Chair - term ends 30 September 2024)
- Sarah Petersen (Chair Audit & Risk - term ends 30 September 2024)
- Kevin Drinkwater (term ends 31 May 2025)
- Nicole Anderson (term ends 31 May 2025)
- Jane Frances (term ends 30 October 2026)

In undertaking its activities, the Board of FNHL will exhibit and ensure:

1. Sound business practice in its commercial undertakings, operating as an efficient and effective business;
2. Ethical and good behaviour in dealing with all parties, and in managing any conflicts of interest that may exist from time to time;
3. An active partnership approach with Māori, and all other people in business throughout the Far North, promoting effective communication where appropriate;
4. To comply with all relevant legislative requirements including those relating to the principles of the Te Tiriti o Waitangi;
5. In the spirit of "no surprises", keep the Shareholder informed on significant events and issues, including those sensitive to publicity that may arise from FNDC being a political organisation;
6. Operate according to the best practice statements produced from time to time by the Institute of Directors in New Zealand;
7. That Council's vision and aspirations are considered whilst conscious that FNHL needs to contribute to the overall financial performance of FNDC;
8. FNHL is a good employer in accordance with the legislative guidelines set by Government; and
9. Periodically undertake an independent review of board performance for Far North Holdings Ltd and its subsidiaries.



## Far North Holdings Limited Statement of Intent

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The Board will adopt the following approach to its fiduciary responsibilities to ensure good governance:

- Define its organisation structure and individual accountabilities by ensuring management have clearly defined job descriptions;
- Set corporate budgets, and regularly monitor performance against these;
- Delegate both responsibility and authority to its Chief Executive;
- Hold regular board meetings to monitor progress towards the Company's goals and objectives, and manage risks;
- Ensure a directors skills matrix is regularly updated with a view to preparing a succession plan that will be provided to Council on a periodic basis; and
- Act in accordance with the Constitution and SOI.

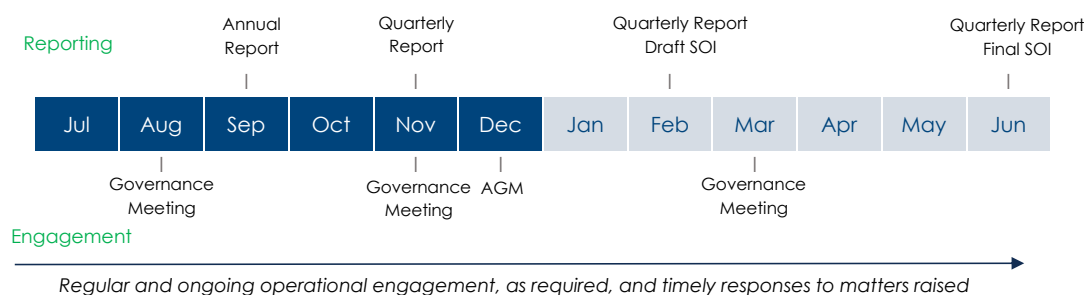
## Reporting and Engagement with Shareholder

FNHL will provide Quarterly Reports to its Shareholder in accordance with Section 66 of the LGA, and an Annual Report in September. Quarterly reports will provide an update on progress of performance relating to goals and objectives. They will include a Group Statement of Financial Performance and Statement of Financial Position, with prior year comparatives and commentary of performance against budget. In addition, it will provide such additional information as agreed between the parties.

Management will also be available to present at FNDC's Assurance, Risk and Finance Committee, where required, to present regular reports and address any queries. Governance meetings between the Board, management and FNDC will also occur regularly throughout the year to ensure ongoing, regular communication and discussion regarding business operations.

FNHL and our Shareholder agree that regular and transparent communication is essential to ensure the implementation of good governance within FNHL and the Shareholder. Accordingly, both parties agree to maintain a high level of communication between each other, the Chief Executives, and their respective management teams. They will use their best endeavours to communicate in a timely manner and raise any issues to ensure a "no surprises" approach.

The below summarises the regular reporting and communication between FNHL and FNDC, which incorporates both the statutory requirements and other 'touch-points' intended to maintain strong, open and regular lines of communication between the organisations.



## Far North Holdings Limited Statement of Intent

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In addition, management representatives from FNHL will meet with Community Board representatives at least once a quarter to update them on current projects and plans that affect their Ward and will have regular communication with the relevant board when physical works are to commence on those projects within their Ward.

FNHL will attend iwi and hapū forums, where invited, and is available to attend community or FNDC sessions where appropriate, or invited, should agenda items require our presence.

### Transactions with FNDC

In transactions with FNDC for the provision of goods and/or services, FNHL will seek trading terms and conditions applicable to external customers.

### Acquisition of Shares

If FNHL wishes to acquire shares in another company or organisation, it will notify its Shareholder at least 30 days in advance.

### Commercial Value of Shareholder's Investment

The Directors estimate the commercial value of the Shareholder's investment to be no less than the Shareholder's Funds.

The value ascribed to Shareholder's Funds will be that stated in the annual Statement of Financial Position of the Company as at the end of the financial year preceding each SOI. This value is reviewed annually as part of year-end financial reporting processes.

Shareholder Funds in the Annual Report as at 30 June 2023 stood at \$99.17 million.

### Commitment of the Shareholder

The Board aims to ensure that the Shareholder is informed in a timely manner of all major developments affecting the Company's situation. The Shareholder is consulted with on the review of the Company's SOI and is responsible for the appointment of FNHL Directors. Information is communicated to the Shareholder in the Annual Report, Quarterly Reports, Governance Meetings and other meetings where required.

The Shareholder is expected to:

- Deal with issues by the Company in a prompt and expedient manner;
- Maintain a high level of communication with the Company on relevant matters; and
- Ensure transparent and collaborative relationships are maintained with the Company.

## 8 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

### 8.1 REPORT ON THE INAUGURAL STATE OF THE FAR NORTH ADDRESS: OUTCOMES, INSIGHTS, AND FUTURE DIRECTIONS

**File Number:** A4997684

**Author:** Ruben Garcia, Group Manager – Community and Engagement

**Authoriser:** Guy Holroyd, Chief Executive Officer

#### TAKE PŪRONGO / PURPOSE OF THE REPORT

The purpose of this report is to provide a comprehensive overview of the inaugural State of the Far North Address event, held on 12 November 2024. This report will outline the event's significance, outcomes, and alignment with the Council's vision. Additionally, it will propose next steps and opportunities for future improvement while detailing the financial implications of the event.

#### WHAKARĀPOOTO MATUA / EXECUTIVE SUMMARY

The State of the Far North Address was a groundbreaking event for the Far North District Council, held at the Turner Centre in Kerikeri. Attended by over 200 stakeholders, it aimed to connect governance with the community, sharing updates on challenges, achievements, and the Council's vision.

Mayor Moko Tepania delivered a compelling presentation themed *Road to Recovery*, addressing issues such as extreme weather events, infrastructure improvements, and long-term strategic projects. The event received positive feedback from attendees, national media coverage, and robust digital engagement.

The Address set a precedent for Council transparency and community connection and is recommended to become an annual event. Future iterations will benefit from insights gained and recommendations for improvement outlined in this report.

#### TŪTOHUNGA / RECOMMENDATION

**That the Council receive the report on the Inaugural State of the Far North Address: Outcomes, Insights, and Future Directions.**

#### TĀHUHU KŌRERO / BACKGROUND

The State of the Far North Address was conceived as a platform to bridge the gap between governance and the community by highlighting the Council's progress, challenges, and plans for the future. It emphasised themes of transparency, accountability, and partnership, aligning closely with the Council's strategic goals.

Attendees included local business leaders, community advocates, elected members, and Te Ao Māori representatives, reflecting a diverse and engaged audience. The event also featured pre- and post-presentation networking opportunities, fostering dialogue among attendees.

#### MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

##### Discussion

The inaugural State of the Far North Address was structured around three core themes: *The Road Behind Us*, *Where We Stand*, and *The Road Ahead*. These themes framed a transparent narrative about the challenges faced, actions taken, and the Council's vision for the future.

1. **The Road Behind Us:** This segment reflected on past challenges, including severe drought, Cyclone Gabrielle, and COVID-19 lockdowns, and highlighted the Council's innovative responses to these crises.
2. **Where We Stand:** This segment showcased current achievements, such as:
  - a. Maintaining the lowest rates increase in New Zealand (4.5%).
  - b. Major infrastructure investments, including \$7.1 million for roads and footpaths and \$8.7 million for water supplies in the first quarter of the financial year.
  - c. Enhancing customer service delivery, with 90% of inquiries resolved at the first point of contact.
3. **The Road Ahead:** The Mayor outlined ambitious long-term projects such as the Kaitiāia Water Project and the Kaikohe Library and Civic Hub, alongside strategies to foster greater community engagement and participation in the democratic process.

### Survey Feedback

Post-event survey results (n=58) provided valuable insights into attendee experiences:

- **Overall Experience:** 91% rated their experience as "Excellent" or "Good."
- **Content Relevance:** 92% "Strongly Agreed" or "Agreed" that the presentation provided valuable information on Council efforts and goals.
- **Theme Clarity:** 70% felt the themes (The Road Behind Us, Where We Stand, The Road Ahead) were communicated "Very Clearly," while another 26% felt the themes were communicated "Somewhat clearly."
- **Networking Opportunities:** 86% found the networking sessions beneficial.
- **Event Logistics:** 99% rated the logistics as "Excellent" or "Good."

Open-ended feedback praised the Mayor's delivery and the event's innovative format but suggested areas for improvement, such as providing translations for te reo Māori and reducing presentation length.

### National and Local Media Coverage

The event gained widespread media attention, further amplifying its impact:

- **RNZ** published an article describing the event as a groundbreaking effort to reconnect with residents, emphasising its innovative format and transparent messaging ([link to story...](#)).
- **NZ Herald** highlighted the challenges faced by the district and the Council's proactive measures to address them, describing the event as a "state of the nation-style" address ([link to story...](#)).
- **Te Ao News** reported on the event's success in showcasing Council's achievements and future plans, noting the Mayor's candid approach to addressing community concerns ([link to story...](#)).

These articles provided a balanced perspective on the event, reinforcing its role in enhancing Council's reputation and visibility.

**Next Steps**

1. **Make the Address an Annual Event:** Formalise the State of the Far North Address as an annual event to ensure consistent engagement and accountability.
2. **Enhance Future Events:**
  - a. Improve ticketing processes and provide name tags for all attendees.
  - b. Introduce a dress code for elected members and speakers to maintain professionalism.
  - c. Conduct multiple rehearsals, including a full dry run with all participants.
  - d. Schedule event around the Parliament calendar to ensure attendance from key Members of Parliament.
3. **Extend Reach:** Explore the feasibility of localised roadshow events throughout the District to engage broader audiences.
4. **Increase Community Engagement:** Develop follow-up resources, such as video highlights and summary documents, to maintain momentum and reach a wider audience.
5. **Media Training:** Equip Council leadership with media training to handle post-event engagement confidently.

**PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

The event's total budget was \$9,778.26 (excluding GST), allocated across key expense categories, including:

- Venue hire: \$2,643.50
- Catering: \$5,000.00
- Security: \$395.76
- Koha: \$1,500.00
- Rentals & Office Supplies: \$239.00

The event remained within budget, reflecting effective cost management. The value derived from the event included heightened community engagement, positive media coverage, and robust digital engagement, with 430 video views and nearly 100 hours of watch time in the first week following the event.

**ĀPITI HANGA / ATTACHMENTS**

**Nil**

## 8.2 COMMUNITY BOARD MINUTES - NOVEMBER 2024

**File Number:** A5002685

**Author:** Maria Bullen, Democracy Advisor

**Authoriser:** Aisha Huriwai, Manager - Democracy Services

### TAKE PŪRONGO / PURPOSE OF THE REPORT

To provide an overview of resolutions made by Community Boards with an opportunity for Chairpersons to speak with Council about pertinent discussions held at Community Board.

### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

Minutes from Te Hiku, Bay of Islands-Whangaroa and Kaikohe-Hokianga Community Board September 2024 meetings are attached for Council information.

### TŪTOHUNGA / RECOMMENDATION

That Council note the following Community Board minutes:

- 19 November 2024 Te Hiku Community Board;
- 21 November 2024 Bay of Islands-Whangaroa Community Board; and
- 22 November 2024 Kaikohe-Hokianga Community Board

### TĀHUHU KŌRERO / BACKGROUND

This report is to provide Council with an overview of resolutions made at Community Board meetings and for Community Board Chairpersons to raise any Community Board issues with Council.

### MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

This is intended as an information report but shows on the agenda as a standard report to place it earlier on the agenda.

From time-to-time Community Boards may make recommendations to Council. This report is not considered to be the appropriate mechanism for Council to make a decision from a Community Board recommendation. Council could however move a motion to formally request a report on a particular matter for formal consideration at a subsequent meeting. The report would then ensure that Council have sufficient information to satisfy the decision-making requirements under the Local Government Act 2002 (sections 77-79).

The minutes presented to this meeting include recommendations to Council, which staff have requested be considered by Council for the June meeting.

### PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no financial implications or need for budget provision in considering this report.

### ĀPITIHINGA / ATTACHMENTS

1. 2024-11-19 Te Hiku Community Board Minutes - A4981580 [↓](#) 
2. 2024-11-21 Bay of Islands-Whangaroa Community Board Minutes - A4971228 [↓](#) 
3. 2024-11-22 Kaikohe-Hokianga Community Board Minutes - A4979369 [↓](#) 

Te Hiku Community Board Meeting Minutes

19 November 2024

**MINUTES OF  
TE HIKU COMMUNITY BOARD MEETING  
HELD AT THE CONFERENCE ROOM - TE AHU, CNR STATE HIGHWAY 1 AND MATHEWS  
AVENUE, KAITAIA  
ON TUESDAY, 19 NOVEMBER 2024 AT 10:01AM**

**PRESENT:** Chairperson Adele Gardner, Deputy Chairperson John Stewart, Member Darren Axe, Member William (Bill) Subritzky, Member Rachel Baucke (online).

**IN ATTENDANCE:**

**STAFF PRESENT:** Beverly Mitchell (Community Board Coordinator), Marysa Maheno (Democracy Advisor).

**1 KARAKIA TIMATANGA / OPENING PRAYER**

The meeting commenced with a karakia by Chair Gardner at 10:01AM.

**2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND CONFLICTS OF INTEREST**

**APOLOGY**

**RESOLUTION 2024/65**

Moved: Chairperson Adele Gardner

Seconded: Member Darren Axe

**That the apologies received from Cr Felicity Foy, Cr Hilda Halkyard-Harawira, Member Sheryl Bainbridge be accepted and leave of absence granted and online attendance from member Rachel Baucke be noted.**

**CARRIED**

**3 NGĀ KAIKŌRERO / SPEAKERS**

- Margaret West and Chris representing the Doubtless Bay Tennis Club in relation to funding application, item 7.2a.

**4 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES**

**4.1 CONFIRMATION OF PREVIOUS MINUTES**

Agenda item 6.1 document number A4666801, pages 8 - 14 refers

**RESOLUTION 2024/66**

Moved: Chairperson Adele Gardner

Seconded: Member William (Bill) Subritzky

**That Te Hiku Community Board confirm the minutes of the meeting held 22 October 2024 to be a true and correct record.**

**CARRIED**

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Te Hiku Community Board Meeting Minutes

19 November 2024

**5 NGĀ PŪRONGO / REPORTS****5.1 ALFRESCO DINING RENEWALS**

Agenda item 7.1 document number A4931234, pages 15 - 27 refers

**RESOLUTION 2024/67**

Moved: Member Darren Axe

Seconded: Member William (Bill) Subritzky

**That Te Hiku Community Board:**

- a) Pursuant to the Council resolution passed on 30 June 2022, provide comment on the renewal of alfresco dining approval applications from:
- Mussel Rock
  - Beach Box Café and Gelato
  - Jesse's on the Waterfront Café and Bar.

**CARRIED****5.2a FUNDING APPLICATIONS**

Agenda item 7.2 document number A4939758, pages 28 - 50 refers

**RESOLUTION 2024/68**

Moved: Deputy Chairperson John Stewart

Seconded: Member Darren Axe

**That Te Hiku Community Board approve the sum of \$5,000 (plus GST if applicable) be paid from the Board's Placemaking Grant Fund account to Doubtless Bay Tennis Club Inc for the building of pickleball courts.****CARRIED****5.2b FUNDING APPLICATION**

Agenda item 7.2 document number A4939758, pages 28 - 50 refers

**RESOLUTION 2024/69**

Moved: Deputy Chairperson John Stewart

Seconded: Member William (Bill) Subritzky

**That Te Hiku Community Board approve the sum of \$2,270 (plus GST if applicable) be paid from the Board's Community Grant Fund account to Momentum Charitable Trust for costs towards life and financial education at the Kaitāia Probation Centre.****CARRIED****5.3 PROJECT FUNDING REPORTS**

Agenda item 7.3 document number A4939760, pages 51 - 76 refers

**RESOLUTION 2024/70**

Moved: Member Darren Axe

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Te Hiku Community Board Meeting Minutes

19 November 2024

Seconded: Member William (Bill) Subritzky

**That Te Hiku Community Board note the project reports received from:**

- a) Ahipara Aroha – Matariki 2024
- b) Artisans Affair 2024
- c) Houhora Big Game and Sport Fishing Club
- d) Kaitaia Business Association
- e) R Tucker Thompson Youth Sailing Trust
- f) Te Whakaora Tangata
- g) TPTToTTTT – Nature Craft Workshops
- h) TPTToTTTT – Regenerative Green Spaces
- i) Volunteering Northland

**CARRIED**

#### **5.4 SETTING OF 2025 MEETING SCHEDULE**

Agenda item 7.4 document number A4960884, pages 77 - 81 refers

**RESOLUTION 2024/71**

Moved: Chairperson Adele Gardner

Seconded: Member Darren Axe

**That Te Hiku Community Board:**

- a) adopt the following meeting dates for the 2025 calendar year:
  - 21 January 2025
  - 18 February 2025
  - 18 March 2025
  - 15 April 2025
  - 13 May 2025
  - 10 June 2025
  - 8 July 2025
  - 5 August 2025
  - 2 September 2025

**CARRIED***Note: Board Members requested that the 21 January 2025 meeting be removed.*

## **6 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS**

### **6.1 TE HIKU COMMUNITY BOARD NOVEMBER 2024 OPEN RESOLUTION REPORT**

Agenda item 8.1 document number A4667383, pages 82 - 90 refers

**RESOLUTION 2024/72**

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Te Hiku Community Board Meeting Minutes

19 November 2024

Moved: Chairperson Adele Gardner  
Seconded: Member Darren Axe

**That Te Hiku Community Board receive the report Te Hiku Community Board November 2024 Open Resolution Report.**

**CARRIED**

## 6.2 CHAIRPERSON AND MEMBERS REPORTS

Agenda item 8.2 document number A4958498, pages 91 - 94 refers

### RESOLUTION 2024/73

Moved: Member Darren Axe  
Seconded: Member William (Bill) Subritzky

**That Te Hiku Community Board note the November 2024 member reports from Chairperson Adele Gardner and Member Darren Axe.**

**CARRIED**

*Note: Verbal Members Reports were received from Deputy Chairperson John Stewart, Members Bill Subritzky and Rachel Baucke.*

## 7 TE KAPINGA HUI / MEETING CLOSE

The meeting closed at 10:48AM with a karakia by Member Rachel Baucke.

The minutes of this meeting will be confirmed at Te Hiku Community Board Meeting held on 17 December 2024.

.....  
**CHAIRPERSON**

Bay of Islands-Whangaroa Community Board Meeting Minutes -  
**Unconfirmed**

21 November 2024

**MINUTES OF  
BAY OF ISLANDS-WHANGAROA COMMUNITY BOARD MEETING  
HELD AT THE TURNER CENTRE, 43 COBHAM ROAD, KERIKERI  
ON THURSDAY, 21 NOVEMBER 2024 AT 10.07 AM**

**PRESENT:** Chairperson Belinda Ward, Deputy Chairperson Lane Ayr, Member Bruce Mills, Member Amy Slack, Member Jane Hindle.

**IN ATTENDANCE:**

**STAFF PRESENT:** Kim Hammond (Community Board Coordinator), Aisha Huriwai (Manager – Democracy Services), Marlema Baker (Democracy Advisor).

**1 KARAKIA TIMATANGA / OPENING PRAYER**

Chair Belinda Ward commenced the meeting and Member Jane Hindle opened the meeting with a karakia.

Chair Belinda Ward called for a minute of silence in remembrance of Mr Bomb Gillies and Mr Doug Turner.

**2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND CONFLICTS OF INTEREST**

**APOLOGY**

**RESOLUTION 2024/123**

Moved: Chairperson Belinda Ward

Seconded: Deputy Chairperson Lane Ayr

**That the apology received from Cr Ann Court and Member Tyler Bamber be accepted and leave of absence granted.**

**CARRIED**

**3 TE WĀHANGA TŪMATANUI / PUBLIC FORUM**

- There were no public forum speakers for this meeting.

**4 NGĀ TONO KŌRERO / DEPUTATIONS**

- There were no deputations for this meeting.

**5 NGĀ KAIKŌRERO / SPEAKERS**

- Shirley May representing Bay of Islands Country and Rock Festival in relation to item 7.4a page 36.
- Kellie Hull representing Friends of Dance Northland Charitable Trust in relation to item 7.4b page 36.
- Sarah Curtis & Anika Whapshott representing Kerikeri Business Association in relation to item 7.4c page 36.
- Debbie Raphael representing Northern Dance Academy Trust in relation to item 7.4d page 36. ([Tabled document objective I.D A4995486](#))

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Bay of Islands-Whangaroa Community Board Meeting Minutes -  
**Unconfirmed**

21 November 2024

- Amy Crisp representing Amy Crisp speaking in relation to item 7.4e page 36. ([Tabled document objective I.D A4995485](#))
- Tana Apiata and Mieke Ward representing Te Tii Māori Reserve Waitangi Marae speaking in relation to item 7.4g page 37. ([Tabled document objective I.D A4995487](#))

*Member Amy Slack left the meeting at 11:02 am*

- Gerry Paul representing Turner Centre speaking in relation to item 7.4h page 37.
- Jackie Matthews representing Paihia Christian Community Church speaking in relation to item 7.4n page 37.

## **6 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES**

### **6.1 CONFIRMATION OF PREVIOUS MINUTES**

Agenda item 6.1 document number A4956725, pages 8 - 14 refers

#### **RESOLUTION 2024/124**

Moved: Chairperson Belinda Ward  
Seconded: Member Bruce Mills

**That Bay of Islands-Whangaroa Community Board confirm the minutes of the meeting held on 24 October 2024 are a true and correct record.**

**CARRIED**

## **7 NGĀ PŪRONGO / REPORTS**

### **7.1 SETTING OF 2025 MEETING SCHEDULE**

Agenda item 7.1 document number A4960773, pages 15 - 19 refers

#### **RESOLUTION 2024/125**

Moved: Member Jane Hindle  
Seconded: Deputy Chairperson Lane Ayr

**That the Bay of Islands-Whangaroa Community Board:**

**a) adopt the following meeting dates for the 2025 calendar year:**

- 20 February 2025
- 20 March 2025
- 17 April 2025
- 15 May 2025
- 12 June 2025
- 10 July 2025
- 7 August 2025
- 4 September 2025

**b) and delegates to Chair Belinda Ward authority to change the meeting dates.**

**CARRIED**

Bay of Islands-Whangaroa Community Board Meeting Minutes -  
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21 November 2024

## 7.2 ALFRESCO DINING APPLICATION

Agenda item 7.2 document number A4951249, pages 21 - 27 refers

### RESOLUTION 2024/126

Moved: Deputy Chairperson Lane Ayr

Seconded: Member Bruce Mills

**That the Bay of islands-Whangaroa Community Board:**

- a) Pursuant to the Council resolution passed on 30 June 2022, provide comment on the renewal of alfresco dining approval applications from:
  - i) Bakery Café Plus, Kerikeri.

**CARRIED**

#### NOTE:

*When the final application is approved the Board asks that Bakery Café Plus, Kerikeri ensure the minimum width is managed, particularly regarding the footpathing area, for pedestrian and accessibility traffic flow.*

## 7.3 PROJECT FUNDING REPORTS

Agenda item 7.3 document number A4939858, pages 28 - 38 refers

### RESOLUTION 2024/127

Moved: Member Bruce Mills

Seconded: Member Jane Hindle

**That Bay of Islands-Whangaroa Community Board note the project reports received from:**

- a) Bad Jelly the Witch
- b) Kerikeri Theatre Co – Little Shop of Horrors
- c) Te Pokapu Tiaki Taiao o Te Tai Tokerau Trust – Timebank Workshops
- d) Vision Kerikeri

**CARRIED**

*The meeting was adjourned from 11:48 am to 12:37 pm*

## 7.4 RESOLUTION TO EXCLUDE THE PUBLIC

### RESOLUTION 2024/128

Moved: Chairperson Belinda Ward

Seconded: Member Bruce Mills

**That the public be excluded from the following parts of the proceedings of this meeting.**

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
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Bay of Islands-Whangaroa Community Board Meeting Minutes -  
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<b>7.5 Funding Applications</b>	s7(2)(f)(i) free and frank expression of opinions by or between or to members or officers or employees of any local authority.  s7(2)(f)(ii) the withholding of the information is necessary to maintain the effective conduct of public affairs through the protection of Council members, officers, employees, and persons from improper pressure or harassment.	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>CARRIED</b>		

#### RESOLUTION TO READMIT THE PUBLIC

##### RESOLUTION 2024/129

Moved: Chairperson Belinda Ward  
Seconded: Member Amy Slack

**That the Bay of Islands-Whangaroa Community Board moves out of Public Excluded and into Ordinary meeting.**

**CARRIED**

#### 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 39 - 50 refers

##### RESOLUTION 2024/130

Moved: Deputy Chairperson Lane Ayr  
Seconded: Member Amy Slack

- a) That Bay of Islands-Whangaroa Community Board approve the sum of **\$2,743** (plus GST if applicable) be paid from the Boards Community Fund account to the 2025 Bay of Islands Country Rock Festival for costs towards hosting the 2025 event.**

**CARRIED**

#### 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 51 - 59 refers

##### RESOLUTION 2024/131

Moved: Member Jane Hindle  
Seconded: Member Amy Slack

- b) That Bay of Islands-Whangaroa Community Board approve the sum of **\$5,750** (plus GST if applicable) be paid from the Boards Community Fund account to the Friends of Northland Dance for costs towards running Welcome to the Circus.**

**CARRIED**

Page 4

Bay of Islands-Whangaroa Community Board Meeting Minutes -  
Unconfirmed

21 November 2024

## 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 60 - 68 refers

### RESOLUTION 2024/132

Moved: Chairperson Belinda Ward

Seconded: Deputy Chairperson Lane Ayr

- c) That Bay of Islands-Whangaroa Community Board approve the sum of **\$7,840** (plus GST if applicable) be paid from the Boards Community Fund account to the Kerikeri Business Association for costs towards main street hanging baskets.

**CARRIED**

## 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 69 - 79 refers

### RESOLUTION 2024/133

Moved: Member Amy Slack

Seconded: Chairperson Belinda Ward

- d) That Bay of Islands-Whangaroa Community Board approve the sum of **\$5,000** (plus GST if applicable) be paid from the Boards Community Fund account to the Northern Dance Academy for costs towards running the show Enliven.

Against: Cr Bruce Mills

Abstained: Cr Jane Hindle

**CARRIED**

## 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 80 - 88 refers

### RESOLUTION 2024/134

Moved: Member Jane Hindle

Seconded: Deputy Chairperson Lane Ayr

- e) That Bay of Islands-Whangaroa Community Board approve the sum of **\$7,310** (plus GST if applicable) and request that staff investigate funding this project through the Bay of Islands-Whangaroa Community Board Town Beautification budget before it be paid from the Boards Community Fund account to Far North Holdings Ltd for costs towards installing shade sails at the Ōpua Playground.

**CARRIED**

## 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 89 - 99 refers

### RESOLUTION 2024/135

Bay of Islands-Whangaroa Community Board Meeting Minutes -  
**Unconfirmed**

21 November 2024

Moved: Chairperson Belinda Ward  
Seconded: Deputy Chairperson Lane Ayr

- f) That Bay of Islands-Whangaroa Community Board leave this report to *lie on the table* until the Boards December 2024 meeting.**

**CARRIED**

## **7.5 FUNDING APPLICATIONS**

Agenda item 7.4 document number A4939868, pages 100 - 108 refers

### **RESOLUTION 2024/136**

Moved: Chairperson Belinda Ward  
Seconded: Member Jane Hindle

- g) That Bay of Islands-Whangaroa Community Board approve the sum of **\$18,973** (plus GST if applicable) be paid from the Boards Community Fund account to the Te Tii (A) Māori Reserve Waitangi Marae for costs towards electrical replacement at the Marae.**

Against: Crs Lane Ayr and Bruce Mills

**CARRIED**

## **7.5 FUNDING APPLICATIONS**

Agenda item 7.4 document number A4939868, pages 109 - 122 refers

### **RESOLUTION 2024/137**

Moved: Member Bruce Mills  
Seconded: Chairperson Belinda Ward

- h) That Bay of Islands-Whangaroa Community Board approve the sum of **\$6,150** (plus GST if applicable) be paid from the Boards Community Fund account to the Turner Centre for costs towards hosting the Harmonic Resonators and Kapa Haka Community Classes.**

**CARRIED**

#### **NOTE:**

*The Board requests a workshop on what Councils agreement with the Turner Centre currently is and seek clarification from Cr Kapa.*

## **7.5 FUNDING APPLICATIONS**

Agenda item 7.4 document number A4939868, pages 115 - 123 refers

### **RESOLUTION 2024/138**

Moved: Member Bruce Mills  
Seconded: Member Jane Hindle

- i) That Bay of Islands-Whangaroa Community Board approve the sum of **\$5,000** (plus GST if applicable) be paid from the Boards Community Fund account to the Kawakawa Business Association for costs towards Kawakawa Christmas 2024 event.**

**CARRIED**

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Bay of Islands-Whangaroa Community Board Meeting Minutes -  
Unconfirmed

21 November 2024

## 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 124 - 134 refers

### RESOLUTION 2024/139

Moved: Deputy Chairperson Lane Ayr

Seconded: Member Amy Slack

- j) Bay of Islands-Whangaroa Community Board approve the sum of **\$5,000** (plus GST if applicable) be paid from the Boards Community Fund account to the Bay of Islands Budgeting Services for costs towards hosting the Moerewa Christmas 2024 event.

**CARRIED**

## 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 135 - 143 refers

### RESOLUTION 2024/140

Moved: Deputy Chairperson Lane Ayr

Seconded: Member Amy Slack

- k) That Bay of Islands-Whangaroa Community Board approve the sum of **\$5,000** (plus GST if applicable) be paid from the Boards Community Fund account to the Te Runanga o Whaingaroa for costs towards hosting the 2024 Kāeo Christmas event.

**CARRIED**

## 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 144 - 152 refers

### RESOLUTION 2024/141

Moved: Member Bruce Mills

Seconded: Member Amy Slack

- l) That Bay of Islands-Whangaroa Community Board approve the sum of **\$5,000** (plus GST if applicable) be paid from the Boards Community Fund account to the Our Kerikeri for costs towards hosting the 2024 Kerikeri Christmas event.

**CARRIED**

## 7.5 FUNDING APPLICATIONS

Agenda item 7.4 document number A4939868, pages 153 - 162 refers

### RESOLUTION 2024/142

Moved: Deputy Chairperson Lane Ayr

Seconded: Member Jane Hindle

- m) That Bay of Islands-Whangaroa Community Board approve the sum of **\$5,000** (plus

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Bay of Islands-Whangaroa Community Board Meeting Minutes -  
**Unconfirmed**

21 November 2024

**GST if applicable) be paid from the Boards Community Fund account to the Bay of Islands Walkway Trust for costs towards hosting the 2024 Russell Christmas event.**

**CARRIED**

## **7.5 FUNDING APPLICATIONS**

Agenda item 7.4 document number A4939868, pages 163 - 171 refers

### **RESOLUTION 2024/143**

Moved: Chairperson Belinda Ward

Seconded: Member Amy Slack

- n) That Bay of Islands-Whangaroa Community Board approve the sum of **\$2,000** (plus GST if applicable) be paid from the Boards Community Fund account to the Paihia Christian Community Church for costs towards hosting the Carols on the Green in Paihia.**

**CARRIED**

## **7.6 CHAIRPERSON AND MEMBERS REPORT**

Agenda item 7.5 document number A4957133, pages 172 - 180 refers

### **RESOLUTION 2024/144**

Moved: Member Amy Slack

Seconded: Member Jane Hindle

**That the Bay of Islands-Whangaroa Community Board note the reports from Chairperson Ward and Members Lane Ayr and Jane Hindle.**

**CARRIED**

## **8 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS**

### **8.1 BAY OF ISLANDS-WHANGAROA COMMUNITY BOARD OPEN RESOLUTION REPORT**

Agenda item 8.1 document number A4956737, pages 181 - 182 refers

### **RESOLUTION 2024/145**

Moved: Chairperson Belinda Ward

Seconded: Member Jane Hindle

**That Bay of Islands-Whangaroa Community Board receive the Bay of Islands-Whangaroa Community Board November Open Resolution Report.**

**CARRIED**

### **8.2 BAY OF ISLANDS-WHANGAROA COMMUNITY BOARD WORKSHOP REQUEST REGARDING THE TURNER CENTRE AGREEMENT WITH THE FAR NORTH DISTRICT COUNCIL**

### **RESOLUTION 2024/146**

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Bay of Islands-Whangaroa Community Board Meeting Minutes -  
**Unconfirmed**

21 November 2024

Moved: Chairperson Belinda Ward  
 Seconded: Member Jane Hindle

**That Bay of Islands-Whangaroa Community Board request that staff provide the Board with information on the future funding of the Turner Centre, Kerikeri. Information can be provided through either a briefing paper or workshop.**

**CARRIED**

## **9 TE KAPINGA HUI / MEETING CLOSE**

The meeting closed at 2:33 pm.

The minutes of this meeting will be confirmed at the Bay of Islands-Whangaroa Community Board Meeting held on 19 December 2024.

.....  
**CHAIRPERSON**

**UNCONFIRMED**

Kaikohe-Hokianga Community Board Meeting Minutes

22 November 2024

**MINUTES OF  
KAIKOHE-HOKIANGA COMMUNITY BOARD MEETING  
HELD AT THE COUNCIL CHAMBER, MEMORIAL AVENUE, KAIKOHE  
ON FRIDAY, 22 NOVEMBER 2024 AT 10:04AM**

**PRESENT:** Chairperson Chicky Rudkin, Deputy Chairperson Tanya Filia, Member Trinity Edwards, Member Harmonie Gundry (online), Member Jessie McVeagh, Cr John Vujcich

**STAFF PRESENT:** Marysa Maheno (Democracy Advisor), Kim Hammond (Community Board Coordinator), Scott May (Manager – Stakeholder and Relationships), Beverly Mitchell (Community Board Coordinator), Trinity Lane (Finance and Customer Service Administrator).

**1 KARAKIA TIMATANGA / OPENING PRAYER**

At 10:04AM, Chair Chicky Rudkin opened the meeting with a karakia.

**2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND CONFLICTS OF INTEREST**

Chair Chicky Rudkin noted the apology from Member Mike Edmonds and online attendance from Member Harmonie Gundry.

**3 NGĀ KŌRERO A TE HEAMANA / CHAIRPERSON ANNOUNCEMENTS**

- Acknowledged the passing of Kathleen Wharton.
- Acknowledged the passing of loved ones that have passed since the previous Kaikohe-Hokianga Community Board meeting.
- Acknowledged Te Hauora o Ngāpuhi for organising the Kaikohe christmas parade.
- Acknowledged Kaikohe Business association who are flying their flags to celebrate Christmas.
- Acknowledge Kahika and Kōwhai and Councillors who attended the Road to Recovery event in Kerikeri last week.
- Chair Chicky Rudkin noted that there are two major items not on the agenda. The items are Man vs Wild Fishing NZ and Kohukohu Library Funding Applications. These items were received on time but were not included in the agenda due to staff error and the reports cannot be delayed as the next meeting to discuss funding applications will not be held until February 2025.

**4 TE WĀHANGA TŪMATANUI / PUBLIC FORUM**

Nil

**5 NGĀ KAIKŌRERO / SPEAKERS**

- Jenny McDougal representing Manaki Tinana Trust in regard to agenda item 7.4 page 41 refers.
- Denise Turner representing Opononi Area School in regard to agenda item 7.4 page 61 refers
- Walter (Wally) Te Hui and Brian representing Man vs Wild NZ in regard to minute item 7.4.
- Willie Maihi representing Maihi Memorial Park Charitable Trust in regard to agenda item 7.4 page 74 refers.

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**UNCONFIRMED**

Kaikohe-Hokianga Community Board Meeting Minutes

22 November 2024

**6 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES****6.1 CONFIRMATION OF PREVIOUS MINUTES**

Agenda item 6.1 document number A4536120, pages 8 - 13 refers.

**RESOLUTION 2024/120**

Moved: Cr John Vujcich

Seconded: Member Jessie McVeagh

**That the Kaikohe-Hokianga Community Board confirm the minutes of the meeting 25 October 2024 as a true and correct record.****CARRIED****7 NGĀ PŪRONGO / REPORTS****7.1 SETTING OF 2025 MEETING SCHEDULE**

Agenda item 7.1 document number A4951337, pages 14 - 20 refers.

**RESOLUTION 2024/121**

Moved: Member Jessie McVeagh

Seconded: Member Tanya Fila

**That the Kaikohe-Hokianga Community Board:****a) adopt the following meeting dates for the 2025 calendar year:**

- 21 February 2025
- 21 March 2025
- 16 April 2025
- 16 May 2025
- 13 June 2025
- 11 July 2025
- 8 August 2025
- 5 September 2025

**b) and delegates to Chair Chicky Rudkin authority to change the meeting dates.****CARRIED****7.2 NEW ROAD NAME: LOT 1, WAIARE ROAD, ŌKAIHAU**

Agenda item 7.2 document number A4975721, pages 21 - 24 refers.

**RESOLUTION 2024/122**

Moved: Member Tanya Fila

Seconded: Member Jessie McVeagh

**UNCONFIRMED**

Kaikohe-Hokianga Community Board Meeting Minutes

22 November 2024

**That the Kaikohe-Hokianga Community Board**

- a) uplift the New Road Name: Lot 1, Waiare Road, Ōkaihau report and,
- b) name a new Public Road, “Te Waahi Toka Rahi Way” that is currently addressed at Lot 1, Waiare Road, Ōkaihau.

**CARRIED**

**7.3 ALFRESCO DINING RENEWALS**

Agenda item 7.3 document number A4932447, pages 25 - 35 refers.

**RESOLUTION 2024/123**

Moved: Chairperson Chicky Rudkin

Seconded: Member Tanya Folia

**That the Kaikohe - Hokianga community board:**

- a) Pursuant to the Council resolution passed on 30 June 2022, provide comment on the renewal of alfresco dining approval applications from:

Kaikohe Bakehouse

A new era Café

**CARRIED**

**7.4a FUNDING APPLICATIONS**

Agenda item 7.4 document number A4966522, pages 36 - 79 refers.

**RESOLUTION 2024/124**

Moved: Chairperson Chicky Rudkin

Seconded: Cr John Vujcich

- a) That the Kaikohe-Hokianga Community Board approve the sum of \$10,563 (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Manaki Tinana Trust Hokianga for the costs towards gravelling an extension of the carpark area at the Hokianga Community Gym.

**CARRIED**

**7.4b FUNDING APPLICATIONS**

**RESOLUTION 2024/125**

Moved: Cr John Vujcich

Seconded: Chairperson Chicky Rudkin

- b) That the Kaikohe-Hokianga Community Board leave to lie the funding application from Momentum Charitable Trust for the costs towards running a Work Ready and Money and Me workshop in 2025.

**CARRIED**

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Kaikohe-Hokianga Community Board Meeting Minutes

22 November 2024

**7.4c FUNDING APPLICATIONS**

**MOTION**

Moved: Chairperson Chicky Rudkin

Seconded: Member Jessie McVeagh

- c) That the Kaikohe-Hokianga Community Board approve the sum of \$xxx (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Opononi Area School for the costs towards the 50<sup>th</sup> Jubilee of Opononi Area School and hosting Te Tai Tokerau Secondary Schools Kapa Haka Festival 2025.

CARRIED

**AMENDMENT**

Moved: Member Jessie McVeagh

Seconded: Deputy Chairperson Tanya Filia

- c) That the Kaikohe-Hokianga Community Board approve the sum of \$10,000 (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Opononi Area School for the costs towards the 50<sup>th</sup> Jubilee of Opononi Area School and hosting Te Tai Tokerau Secondary Schools Kapa Haka Festival 2025.

CARRIED

The amendment became the substantive motion

**RESOLUTION 2024/126**

Moved: Member Jessie McVeagh

Seconded: Deputy Chairperson Tanya Filia

- c) That the Kaikohe-Hokianga Community Board approve the sum of \$10,000 (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Opononi Area School for the costs towards the 50<sup>th</sup> Jubilee of Opononi Area School and hosting Te Tai Tokerau Secondary Schools Kapa Haka Festival 2025.

CARRIED

**8.0 MAJOR ITEM NOT ON THE AGENDA**

**8.1 MAJOR ITEM NOT ON THE AGENDA**

**RESOLUTION 2024/127**

Moved: Chairperson Chicky Rudkin

Seconded: Cr John Vujcich

**That the Kaikohe-Hokianga Community Board:**

- a) resolves to consider the item not on the agenda: Man vs Wild Fishing NZ and Kohukohu Library Funding Applications.
- b) notes these items were received on time but were not included in the agenda due to staff error.
- c) the report cannot be delayed as the next meeting to discuss funding applications will

**UNCONFIRMED**

Kaikohe-Hokianga Community Board Meeting Minutes

22 November 2024

**not be held until February 2025.****CARRIED****7 NGĀ PŪRONGO / REPORTS CONTINUED****7.4d FUNDING APPLICATIONS****MOTION**

Moved: Chairperson Chicky Rudkin

Seconded: Cr John Vucjich

That the Kaikohe-Hokianga Community Board approve the sum of \$xxx (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Man vs Wild Fishing New Zealand for the costs towards the Man Vs Wils Fishing New Zealand 2025 Camp.

**AMENDMENT**

Moved: Cr John Vucjich

Seconded: Member Jessie McVeagh

That the Kaikohe-Hokianga Community Board approve the sum of \$6,529.89 (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Man vs Wild Fishing New Zealand for the costs towards the Man Vs Wils Fishing New Zealand 2025 Camp.

**CARRIED**

The amendment became the substantive motion.

**RESOLUTION 2024/128**

Moved: Cr John Vucjich

Seconded: Member Jessie McVeagh

**That the Kaikohe-Hokianga Community Board approve the sum of \$6,529.89 (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Man vs Wild Fishing New Zealand for the costs towards the Man Vs Wils Fishing New Zealand 2025 Camp.**

**CARRIED****7.4e FUNDING APPLICATIONS****MOTION**

Moved: Chairperson Chicky Rudkin

Seconded: Member Jessie McVeagh

That the Kaikohe-Hokianga Community Board approve the sum of \$xxx (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Kohukohu Community Library for the costs towards printing.

**CARRIED****AMENDMENT**

Moved: Member Jessie McVeagh

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**UNCONFIRMED**

Kaikohe-Hokianga Community Board Meeting Minutes

22 November 2024

Seconded: Deputy Chairperson Tanya Filia

That the Kaikohe-Hokianga Community Board approve the sum of \$400.00 (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Kohukohu Community Library for the costs towards printing.

CARRIED

The amendment became the substantive motion.

**RESOLUTION 2024/129**

Moved: Member Jessie McVeagh

Seconded: Deputy Chairperson Tanya Filia

**That the Kaikohe-Hokianga Community Board approve the sum of \$400.00 (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Kohukohu Community Library for the costs towards printing.**

CARRIED

**7.4f FUNDING APPLICATIONS****MOTION**

Moved: Chairperson Chicky Rudkin

Seconded: Member Jessie McVeagh

- c) That the Kaikohe-Hokianga Community Board approve the sum of \$xxx (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Maihi Memorial Park Charitable Trust for the costs towards the xx.

CARRIED

**AMENDMENT**

Moved: Chairperson Chicky Rudkin

Seconded: Member Trinity Edwards

That the Kaikohe-Hokianga Community Board allocate an amount of \$12,000 to Maihi Memorial Trust for 2025 CPI event noting that funding is not to be uplifted until all relevant documentations are completed and supplied by February.

CARRIED

**RESOLUTION 2024/130**

Moved: Chairperson Chicky Rudkin

Seconded: Member Trinity Edwards

**That the Kaikohe-Hokianga Community Board allocate an amount of \$12,000 to Maihi Memorial Trust for 2025 CPI event noting that funding is not to be uplifted until all relevant documentations are completed and supplied by February.**

CARRIED

**7.5 PROJECT FUNDING REPORTS**

Agenda item 7.5 document number A4968546, pages 80 - 85 refers.

**RESOLUTION 2024/131**

Moved: Chairperson Chicky Rudkin

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**UNCONFIRMED**

Kaikohe-Hokianga Community Board Meeting Minutes

22 November 2024

Seconded: Member Jessie McVeagh

**That the Kaikohe-Hokianga Community Board note the project reports received from:**

- a) **Kaikohe Rugby Football and Sports Club**
- b) **Taheke Community Centre**

**CARRIED****7.6 CHAIRPERSON AND MEMBERS REPORTS**

Agenda item 7.6 document number A4536070, pages 86 - 89 refers

**RESOLUTION 2024/132**

Moved: Chairperson Chicky Rudkin

Seconded: Member Jessie McVeagh

**That the Kaikohe-Hokianga Community Board note the November 2024 member report from Chair Chicky Rudkin.****CARRIED****9 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS****9.1 KAIKOHE-HOKIANGA COMMUNITY BOARD NOVEMBER OPEN RESOLUTION REPORT**

Agenda item 8.1 document number A4536185, pages 90 - 92 refers.

**RESOLUTION 2024/133**

Moved: Chairperson Chicky Rudkin

Seconded: Member Jessie McVeagh

**That the Kaikohe-Hokianga Community Board receive the report Kaikohe-Hokianga Community Board November Open Resolution Report.****CARRIED****10 TE KAPINGA HUI / MEETING CLOSE****The meeting closed at 11:30AM.****The minutes of this meeting will be confirmed at the Kaikohe-Hokianga Community Board Meeting held on 13 December 2024.**.....  
**CHAIRPERSON**

### 8.3 MAYOR AND COUNCILLOR'S REPORTS

**File Number:** A5002703

**Author:** Maria Bullen, Democracy Advisor

**Authoriser:** Aisha Huriwai, Manager - Democracy Services

#### TE TAKE PŪRONGO / PURPOSE OF THE REPORT

This report is a mechanism to have open communication and transparency on activities undertaken by Councillors as elected representatives.

#### NGĀ TŪTOHUNGA / RECOMMENDATION

That Council note the reports submitted by Kahika Moko Tepania, Kōwhai Kelly Stratford, Crs Hilda Halkyard-Harawira, Ann Court, Tāmati Rākena and Penetaui Kleskovic be received.

#### TE TĀHUHU KŌRERO / BACKGROUND

Kahika-Mayor Tepania has reintroduced Council members reports as a mechanism to have open communication and transparency on activities undertaken by Councillors as elected representatives. Members reports are compulsory for Councillors.

#### TE MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

Members reports are attached for information.









#### REASON FOR THE RECOMMENDATION

To formally receive the Mayor and Councillor reports.

#### NGĀ PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no financial implications or the need for budgetary provision as a result of this report.

#### NGĀ ĀPITI HANGA / ATTACHMENTS

1. Member Report Kahika Moko Tepania - A5006379 [↓](#) 
2. Far North District - A5006380 [↓](#) 
3. RPT\_Far North\_6 Month\_Jan FINAL - A5006381 [↓](#) 
4. Member Report Kōwhai Kelly Stratford - A5010286 [↓](#) 
5. Member Report Hilda Halkyard-Harawira - A5006991 [↓](#) 
6. Member Report Ann Court - A5007101 [↓](#) 
7. Member Report Tāmati Rākena - A5008079 [↓](#) 
8. Member Report Penetaui Kleskovic - A5009172 [↓](#) 



## Te Tari o te Kahika o Te Hiku o te Ika Office of the Mayor of the Far North

Member's Report - November 2024

DATE	MEETING TOPIC
04/11/24	Radio Wātea Fortnightly Interview Mayors Taskforce for Jobs (MTFJ) 6 Monthly Review via Teams <ul style="list-style-type: none"> <li>• Latest Far North data available here:</li> <li>• <a href="https://www.mtfj.co.nz/youth-employment-dashboard/">https://www.mtfj.co.nz/youth-employment-dashboard/</a></li> </ul>
05/11/24	Council Agenda Preview, Kaikohe Far North Holdings Governance Hui, Kaikohe State of the Far North Technical Runthrough, Kerikeri
06/11/24	Annual Plan Workshop, Kaikohe
07/11/24	Business & Agency Leader Call via Teams Te Huia Executive Review Committee, Kaikohe Te Hono / Te Kuaka Catchup, Kaikohe Tertiary Education Commission Meeting, Kaikohe
08/11/24	Inspiring the Future Event, Ngāwhā Run in partnership with the Tertiary Education Commission, the Ministry of Education, Mayors Taskforce for Jobs and Far North District Council. Inspiring the Future brings career rolemodels together with students to offer them insights into careers that they may not be familiar with. Over 400 events have been held across, this was the first full immersion reo Māori event and was attended by students from Te Kura Kaupapa Māori o Hokianga and Te Kura Kaupapa Māori o Kaikohe. TEC are always looking for rolemodels to volunteer for events. More info here: <a href="https://www.inspiringthefuture.org.nz">https://www.inspiringthefuture.org.nz</a>
09/11/24	Bay of Islands Pastoral & Industrial Show, Waimate North 180th Anniversary of our P&I Show.
11/11/24	CE Catchup, Kaikohe State of the Far North Staff Runthrough, Kerikeri

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**Te Tari o te Kahika o Te Hiku o te Ika**  
**Office of the Mayor of the Far North**

12/11/24	Meeting with Department of Internal Affairs Partnerships Director, Kaikohe Far North Accessibility Action Group Workshop, Kaikohe State of the Far North Event, Kerikeri
13/11/24	Te Koukou Transport & Infrastructure Committee Agenda Preview via Teams Kaikohe Library & Civic Hub Steering Group Meeting, Kaikohe Dinner with Australian High Commissioner, Kerikeri
14/11/24	Council Meeting, Kaikohe
16/11/24	Kerikeri Half Marathon & Street Party, Kerikeri
18/11/24	Radio Wātea Interview
19/11/24	Hīkoi mō Te Tiriti o Waitangi, Wellington Air New Zealand Parliamentary Reception, Wellington
20/11/24	Mayors Taskforce for Jobs Catchup via Teams CE Catchup via Teams Kaikohe Library & Civic Hub Steering Group Catchup via Teams Chorus Celebration, Wellington
21/11/24	Business & Agency Leaders' Call via Teams Local Government New Zealand Combined Sector Meeting <ul style="list-style-type: none"> <li>• LGNZ Update, President Sam Broughton</li> <li>• Municipality Association of Victoria - Rates Capping</li> <li>• Minister of Local Government Update</li> <li>• Mayor Wayne Brown - Delivering the Basics</li> <li>• LGNZ Te Korowai Update - Council Benchmarking</li> <li>• Minister Shane Jones - Economic Development</li> <li>• Local Government New South Wales - Rates Capping</li> <li>• Chorus - Digital Water Metering</li> <li>• Hon Kieran McNulty - Local Govt Issues from the Opposition</li> <li>• The Treasury - Fiscal Outlook</li> <li>• Department of Internal Affairs - Restructure Update</li> <li>• LGNZ - Funding &amp; Financing Toolkit</li> </ul> Te Hiku FM Interview
22/11/24	LGNZ Rural & Provincial Sector Meeting, Wellington <ul style="list-style-type: none"> <li>• DIA - Local Water Done Well</li> <li>• Commerce Commission - Economic Regulation</li> </ul> MTFJ Far North Update, Wellington



**Te Tari o te Kahika o Te Hiku o te Ika**  
**Office of the Mayor of the Far North**

25/11/24	Northland Mayoral Forum via Teams Community Board Chairs Catchup via Teams
26/11/24	CE Catchup, Kaikohe Te Koukou Transport and Infrastructure Committee, Kaikohe US Embassy Debrief via Teams
27/11/24	Strategic Relationships Catchup, Kaikohe Te Maruata Wānanga via Zoom
28/11/24	Business & Agency Leaders' Call via Teams Pōwhiri for Tainui Waka, Te Rangi Āniwaniwa
29/11/24	Kawe Mate of Kīngi Tūheitia at Pōtahi Marae, Te Kao
30/11/24	Blessing & Opening of New Waharoa, Waimanoni Marae



MINISTRY OF SOCIAL  
DEVELOPMENT  
TE MANATŪ WHAKAHIAŌ ORA

## Far North District

### Jobseeker Support factsheet

March 2024 quarter

This factsheet provides Jobseeker Support (JS) information for Far North District. It includes specific JS breakdowns as supporting information.

**5,502**

People on  
Jobseeker Support

This makes up **13 percent** of the total number of working-age people in Far North District, compared to **6 percent** for all of New Zealand (**187,986**).



**3,369**

People on Jobseeker Support –  
Work Ready



This makes up **61 percent** of the total number of people on JS in Far North District, compared to **58 percent** for all of New Zealand.

**2,133**

People on Jobseeker Support –  
Health Condition or Disability



This makes up **39 percent** of the total number of people on JS in Far North District, compared to **42 percent** for all of New Zealand.

**972**

Young People (aged 18–24)  
on Jobseeker Support



This makes up **18 percent** of the total number of people on JS in Far North District, compared to **21 percent** for all of New Zealand.

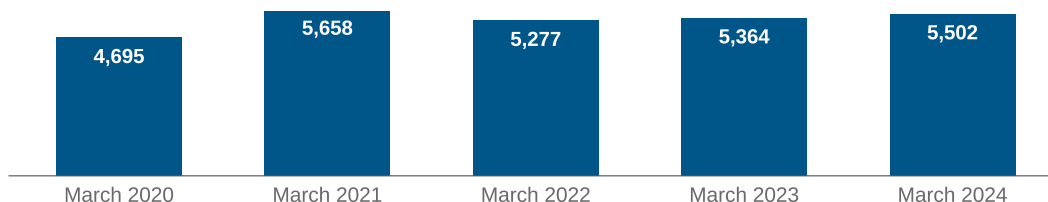
**1,914**

Have spent one year or less  
on Jobseeker Support



This makes up **35 percent** of people on JS in Far North District, compared to **42 percent** for all of New Zealand.

#### Number of people on Jobseeker Support in Far North District over the last five years.



To protect confidentiality, numbers are randomly rounded to a base three. For further information please visit the MSD statistics page: [www.msd.govt.nz/about-msd-and-our-work/publications-resources/statistics](https://www.msd.govt.nz/about-msd-and-our-work/publications-resources/statistics)

The number of youth not in employment, education or training (NEET) is not able to be provided in Far North District because NEET numbers are based on a survey across New Zealand and are not provided by Territorial Authority by Stats NZ.

Jobseeker Support numbers in this document are working-age (18–64 years) and youth numbers are for people aged 18–24.

# 6 Monthly Check in

Far North District Council



**MTFJ**  
MAYORS TASKFORCE FOR JOBS



**Te Kaunihera  
o Te Hiku o te Ika**  
Far North District Council



**MINISTRY OF SOCIAL  
DEVELOPMENT**  
TE MANATŪ WHAKAHIATO ORA

23/01/23



# Agenda

## Current Community Employment Prog F25

- Reporting
- Finances
- Numbers/ Outcomes - HubSpot
- Summary current position for F25
- Discussion F25

## Looking Ahead CEP F26

- Overview
- Pou 1: Need (Dot Loves Data)
- Questions F26

## Feedback/Closing Comments

01/11/24



# Reporting

Month		Mayoral Comment
July	10/08/24	away
August	11/09/24	Excellent
September	10/10/24	away
October		
November		

01/11/24



# Finances

Current Information CEP F25 Q1 REVISED AND EXPANDED		
Total Contract value total year		T1 invoiced date
Percentage spend of CEP Tranche 1 to reach T2 invoicing		\$ 260,000
ACTUAL Reported Spend (30 Sept Q1)	●	\$ 29,856
Percentage spend of CEP Tranche 1 (need 80% T2)	●	26%
ACTUAL Reported Spend against contract value total	●	11.5%
Projected year end on Q1 average	●	\$ 80,864
Current cost per outcome (outcome/spend to date)	●	\$ 2,488
Current financial performance		CONCERN
NOTES: concerns - E&OE non-standard format reporting, projected year end underpend & tranche 2 timing		

We have revised and expanded your financial analysis since the presentation to give more insight for performance issues. Original table presented below:

Current Information F25 Q1		
Total Contract value total year	\$	260,000
Total Reported Spend (30 Sept Q1)	\$	29,856
Percentage spend of Tranche 1 (need 80% T2)		26%
Current cost per outcome (spend to date/outcome)	\$	2,488
Projected year end on Q1 average	\$	80,864
Current financial performance		CONCERN
NOTE: E&OE no report for Sept, spend very low 11% total contract value		

29/10/2024



**MTFJ**  
MAYORS TASKFORCE FOR JOBS

- **Numbers** Total placement needed: 30
- Tranche 2 eligibility: 9 sustainable outcomes needed
- - Number of fully consented outcomes shared with MSD, Contracted outcomes: 12      40%
- Sustainable: 4
- Number not consented or forms to fill out: 0
- Number of intakes: 14
- 

29/10/2024

**MTFJ**  
MAYORS TASKFORCE FOR JOBS

## Council Position for F25

<b>Far North DC (revised)</b>				
<b>Outcomes</b>			<b>Actual</b>	<b>Target</b>
Current to min target	40%	<b>ON TRACK</b>	12	30
T2 current to reqd	22%	<b>CONCERN</b>	2	9
			<b>Outcomes</b>	<b>Intakes</b>
Outcome to Intake	6:7	<b>CONCERN</b>	12	14
<i>Note: concern due to low intake with high outcomes - who is being actively worked with in the 'pipeline'?</i>				
<b>Financial</b>		<b>CONCERN</b>		
<i>Note: concerns re reporting issues, low spend Q1 and projected annual underspend, T2 payment timing</i>				
<b>Reporting</b>		<b>WATCH</b>		
<i>Note: 2 of 3 report mayoral comments were missing</i>				

We have revised and expanded your summary position dashboard since the presentation to give more insight for performance areas.  
(Original table presented as below:

<b>Outcomes</b>		
Current to min target	40%	<b>ON TRACK</b>
Intake to outcome	86%	<b>CONCERN</b>
T2 current to reqd	22%	<b>CONCERN</b>
<b>Financial</b>		
		<b>CONCERN</b>
<b>Reporting</b>		
		<b>WATCH</b>

## Discussion – F25 CEP

29/10/2024



# F26 Looking Ahead to 1 July 2025 funding

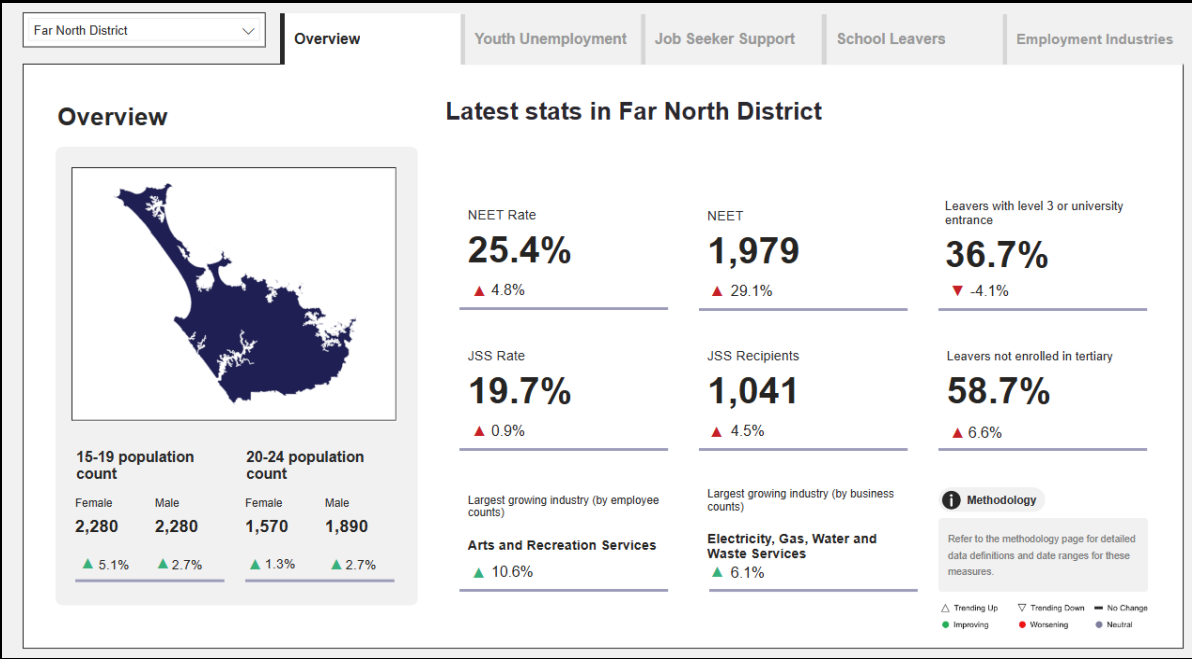
- Priorities for MSD have changed and F26 presents a time to re-evaluate impact.
- This means all councils will need to apply F26 round
- Key considerations will be:
  - POU 1: Need – level of unmet need
  - POU 2: Performance - proven performance (for example past CEP outcomes)
  - POU 3: MTFJ alignment – Mayoral leadership/UVP visibility & impact
  - POU 4: Council engagement – effective council engagement and implementation
- Packet of information due end November – incl proposal form link, likely draft contract, model Child Protection Policy
- Timeline – November documents out, December/January Q and A, Feb/March applications due, April contracts offered, July delivery begins.

01/11/24



MTFJ  
MAYORS TASKFORCE FOR JOBS

Pou 1: Need – NEET data and indicators



01/11/24



# Impacts for F26

- Election year
- What does good look like
- 
- MSD funded programmes
- Social Procurement
- 



MTFJ  
MAYORS TASKFORCE FOR JOBS

01/11/24





## Member Report

**Name:** Kōwhai | Deputy Mayor Kelly Stratford

**Ward:** Bay of Islands – Whangaroa

**Date:** 29 November 2024

### Meetings/Events Attended

Date	Meeting Topic	Comment
1 Nov 2024	Pou Herenga Tai and Great Rides Board Hui	Opportunity to meet the board of Great Rides, hosted by Pou Herenga Tai Cycle Trail Trust. Received an update on the cycle trail realignment between the tunnel and Opua (due to be completed by September 2025); and the section between tunnel and long bridge.
	Policy Manager	Hui to resolve some issues
	Elected Members catchup	Briefing on State of the Far North
4 Nov 2024	Temu Taupua: CE catchup	
	Joint Climate Change Adaptation Hui	
5 Nov 2024	Council agenda preview	
	Far North Holdings Governance to Council Governance	
6 Nov 2024	Annual Plan 2025/2026	Workshopping capital works and operational spend, another workshop planned. As not enough reading time provided to elected members of the supporting information.
7 Nov 2024	Business Call	
	Te Huia Executive Review Committee	
9 Nov 2024	P & I Waimate Show	Te Pātukurea Engagement on the FNDC stand
12 Nov 2024	Disability Action Group – Working with those with accessibility needs	
14 Nov 2024	Council Hui	



## Member Report

15 Nov 2024	Hui with concerned resident	Regarding Mt Pokaka breach of RMA and Building Act. This is re the shed buildings that have been built on the peak of the maunga, not the portacombs.
19 Nov 2024	LGNZ Zone 1 Hui	
	Northland Forward Together	
20 Nov 2024	Temu Taupua: CE Catchup	
21 Nov 2024	Business Call	
26 Nov 2024	Temu Taupua: CE Catchup	
	Te Koukou Hui	
	Te Koukou Wananga	
	Hui with concerned resident	Provided me with some slides which may be beneficial for groups looking at sourcing grant funding for development at Kaitaia Airport, should it be desired, in the future.
27 Nov 2024	Kaitaia Community Trails Hui	Northland Trails invited me to attend this hui. It was about the Far North Trails and how to progress these. We discussed the Walking & Cycling Strategy and how some of the cycle trails have been delivered across the region. Many have got off the ground through volunteers driving these projects. There is an expectation that because we have listed trails in a document that council will deliver these. Plans and strategies could be delivered by anyone in the community, in partnership with council. But council does not have the capacity or resource to deliver on all aspirations of the community. It is hoped that the community members that attended, may start a group to ensure momentum towards achieving delivery.
	GM Delivery & Operations	Working through outstanding issues to resolve
28 Nov 2024	Business Call	
	Te Pātukurea briefing	Focussed on the process to date. Framework document was adopted by council at beingging of this term, that has been used to come up with the multi assessment criteria. With feedback from the consultation, we will decide on a scenario or a mix of scenarios. Then that will go towards a draft spatial



## Member Report

		plan being developed to go out for consultation early next year.
	Waterflow	Met with Waterflow – provides onsite waste treatment systems. Looking for collaboration on behalf of the industry for a site to do testing to benchmark their systems to be template of the shelf. This may streamline onsite waste treatment consents.
29 Nov 2024	CDEM Agenda Preview	With CDEM manager, CEG chair and myself.

**Community Matters**

Topic	Comment
Russell WWTP	Public works act inquiry – still work in progress
Hihitahi Rise	Investigations for Te Haumi Slip Options assessment were due to finish 27 <sup>th</sup> September, with 12 month monitoring to start in September. Hihitahi resident advocating for this mahi, contact at council has been sorted. Need to ensure funding is sought to deliver this resilience work.
Ohaeawai stormwater	Need staff to front up to the community on this issue. <b>They did an LTP submission, and I was assured it was in hand by staff, otherwise I would have fought for it in deliberations.</b>
Laundromat	Moerewa has no wastewater treatment plant. Community and hapū are concerned that a consent may be granted for discharge into the river for the new laundromat. A consent was erroneously granted. And then cancelled. Currently no consent in place. Applicant working on a new one. Protests weekly are ongoing, and there is a call for the building consent to be publicly notified, however this is a government legislation issue.
Coopers Beach Playground	RF54172972 still unresolved. <b>No response from Infrastructure team.</b>
Kohukohu Town Hall	Concerns regarding the unsuccessful funding application. What next, for this high-profile historic hall please, ensuring it stays open, and is not degrading.
Omaunu Road	Community seeking confirmation there are plans to address resilience of this road in the future. What is the budget and timeline. Staff are working with NRC on this matter – and a response will be provided to the Kaeo Flood Working group December.
Rangitane Maritime	<b>Awaiting the decision on consent, then, as per the resolution, it must come back to the table with a full picture of cost implications, should we proceed or not proceed for our final decision.</b>
Wakelin Road	Need to build relationship with the landowners. <i>To follow up a hui urgently.</i>



## Member Report

**Portfolio Update: (Housing)**

- Hui with onsite wastewater provider (as above)
- There is a good lot of information coming through for housing strategy early next year – housing vs tourism accommodation; rating AirBnB, how to collate data of short term accommodation and enable rating, so we have a fair approach to user pays. Staff have been working with Rotorua and Hastings and other councils, accessing information to support our progress.
- Homelessness is an ongoing issue

**Portfolio Update: (Emergency Management)**

- Section 17a review of the service level agreement between the four councils will be conducted.
- Multi agency coordination centre final agreements coming to councils for approval.
- Roll out of new Tsunami Alarms almost complete. They will be operational for next daylight saving testing.
- Funding has been allocated for spares and the shortfall, via CDEM contingency budget.
- It was highlighted that our council has a constant churn, and these interruptions cause significant frustration due to a repeating of information sharing.
- Our council does not have a local controller on staff anymore. In a regional response, we are only as strong as our weakest link. Also our council is supposed to be a backup to the other councils in case they endured a long lasting disaster. I feel like we would not be able to assist.
- We need to work with iwi to see if they have any CIMs trained staff and could become part of our pool of controllers in a significant event.



Māori Ward Councillor Report hhh 30.11.24



**H Halkyard-Harawira** all minutes & agenda <https://infocouncil.fndc.govt.nz/>

**Ngā Take Matua**  
Sept - Dec 2024

**1 KAITAIA AIRPORT - NEW LANDLORD**  
Crown to return land to Ngai Takoto , Patu Koraha, Ngai Tohianga & Te Pātū - December 13 2024.

FNDC to sign 30 year lease with new landlord - and form a co management committee

**2 INFRASTRUCTURE -MAHI NGĀTAHI**  
Support local contractors & proven agencies to deliver housing, roading , wai & wellbeing outcomes to whānau. Regular maintenance & repairs

**3 STOP SEWAGE TRAFFICKING**  
Stop dumping sewage into our harbours & waters by December 2025 in favour of land disposal & wetland development. Stop cartage of tiko and sludge to other neighbours. Develop local options. Invest in upgrading 16 wastewater systems to cope with fast population growth.

**4 Ngā Take Tiriti - equity**  

- Embrace partnerships with Māori to address issues wai , whenua, whare, marae, wāhi tapu, hauora, kura, representation etc at start, middle and end of project.
- Collaborate with Māori on mutual projects.
- No developments on wāhi tapu

Māori Ward Councillor - H Halkyard-Harawira

**Kaitaia Airport Partnering with Māori**

**Kaitaia Airport- is :**

- i) a strategic civil defence
- ii) an emergency rescue site
- ii) daily service for commuters & medical specialists.

**To upgrade :** runway, lights , fencing, refuelling station, car parking & storage options.

**December 13- Te Rangi Aniwanawa 2pm .**

**Hui with Crown Ministers and Ngai Takoto & hapu representatives of Patu Koraha, Ngai Tohianga and Te Pātū to return the airport.**

NZ is party to 1900 treaties with countries all around the world, and UN bodies - and this is the only treaty that they show the audacity/causality towards to reinterpret all by themselves.

You'd never catch them amending their treaties with France or USA or Japan without discussions with those treaty partners.

But this is what colonial governments around the world have done to their treaties with Indigenous peoples. It's what Treaty-racism looks like.

**London Hikoi 2024**

5	Far North Holdings - Governance to Governance - update
6	9.30-3 Annual Plan Workshop- Kaikohe
7	9.30 Te Huia - Catch up with CEO Guy Holroyd 1pm - Māori Wards Catch up
10	<b>6pm - Hui o Te Hikoi - Pōtahi Marae, Te Kao</b>



Māori Ward Councillor Report hhh 30.11.24



11

### 5am - Early morning karakia at Te Rerenga Wairua

Day 1 - Start of Hikoi mō Te Tiriti from Cape Reinga to Whangarei

## Hīkoi mō Te Tiriti

10 - 19 November

**DAY 0: 10 November**  
Iwi Hīkoi will congregate in Te Kāo, Pōtahi Marae

**DAY 1: 11 November**  
Te Rerenga Wairua / Kaitāia / Whangārei overnight

**DAY 2: 12 November**  
Whangārei / Tunatahi / Te Rakipāwhenua overnight

**DAY 3: 13 November**  
Te Rakipāwhenua / Takapāwhau / Rāhui Pōkeka overnight

**DAY 4: 14 November**  
Rāhui Pōkeka / Kirikiriroa / Rotorua overnight

**DAY 5: 15 November**  
Rotorua / Heretaunga overnight

**DAY 6: 16 November**  
Heretaunga / Papaiōea overnight

**DAY 7: 17 November**  
Papaiōea / Porirua overnight

**DAY 8: 18 November**  
Hui Whakarite ki Te Tangata Whenua

**KOTAHITANGA MŌ TE TIRITI**  
**DAY 9: 19 November**  
Kotahitanga o Ngā Iwi ki Waitangi Park / Whakaeke ki Paremata

**TOITU TE TIRITI**



**11 Nov 6am- Karakia Te Rerenga Wairua-** Ra 1 o Te Hikoi mō Te Tiriti- ki Waipapakauri, ki Ahipara, mā Kaitaia, Awanui, Taipa, Whangaroa, Kawakawa, ki Whāngarei.



Aperahama Edwards, Ngati Wai Chairman, leads Hikoi Mō Te Tiriti across Harbour Bridge





Māori Ward Councillor Report hhh 30.11.24



290,755 of 300,000 signatures

To: The House of Representatives  
Stop the Treaty Principles Bill  
- TOITŪ TE TIRITI!!


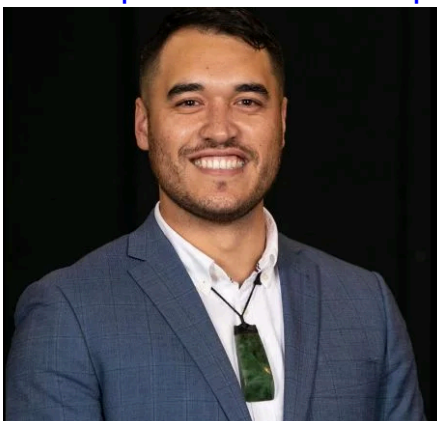





- 1) Māori have fought too long to accept a U turn or detour on Tiriti rights.
- 2) The ACT Party works in a culture - minus environment and want to diminish Māori culture and pride .
- 3) This Coalition government is mean spirited and weak - Māori have become their scapegoat for their failure to achieve economic recovery and good outcomes.
- 4) Māori as Tiriti partners expect good kawanatanga- this government is performing poorly to all community sectors- slashing core budgets to essential services.
- 5) Te Tiriti o Waitangi protects the sovereignty of Aotearoa from privatisation of assets and foreign control.



Māori Ward Councillor Report hhh 30.11.24



<p>11 Rā Hina</p>	<p><b>4pm - Hui at Waimanoni Marae carpark</b> and Waimanoni Rd residents re 150m sealing of the Waimanoni road in front of the Marae .</p> <p>Concerns about uncleared drains down the remainder of the lane.</p> <p>Two neighbours, one elderly had been flooded in after two days rain at the beginning of the week.</p>	
<p>12 Rā Tū</p>	<p><b>5.30pm State of the Nation kaupapa- The Road to Recovery</b> - Kahika Moko, Kerikeri</p> <div data-bbox="347 667 785 1086">  </div> <div data-bbox="785 667 1289 1086">  </div> <div data-bbox="306 1093 901 1467">  </div> <div data-bbox="901 1093 1311 1467">  </div> <p>Tauira from 3 wharekura in Tai Tokerau came together to perform for Kahika Moko Tepania at Turner Centre , Kerikeri at “The Road to Recovery speech.”</p>	





Māori Ward Councillor Report hhh 30.11.24



**12 o Noema** A significant number of tamariki from Tai Tokerau who gave testimony of abuse while in state care attended the official apology .

**The Abuse in Care Royal Commission of Inquiry's Final Report, *Whanaketia: Through pain and trauma, from darkness to light***, has 138 recommendations to improve the State Care system, Faith-based Institutions and other departments that have worked with some of New Zealand's most vulnerable people [1].

The Interim Report, *He Purapura Ora, he Māra Tipu from Redress to Puretumu Torowhānui*, has 95 Holistic Recommendations to improve the current redress systems (Ministry of Social Development, Ministry of Health, Oranga Tamariki - Ministry for Children and Ministry of Education) for survivors of abuse in care [2].

**Summary of the recommendations are:**

- expansion of oranga, or wellbeing, services and support services for survivors and their whānau
- increased financial payments for survivors
- training for those working with survivors
- establishment of a listening service
- development of processes for referring allegations of abuse to other agencies
- better monitoring of, and reporting on, abuse and systemic issues
- memorials and other projects to honour survivors and remember abuse
- enactment of a right to be free from abuse in care, as well as a duty to protect this right
- an exception to accident compensation legislation
- changes to laws relating to civil litigation
- a review of legal aid rates
- a model litigant policy for the Crown
- improvements to the handling of survivors' requests for records, including as few redactions of survivors' records as possible
- a review of record-creation and record-keeping practices





Māori Ward Councillor Report hhh 30.11.24



**State and faith-based institutions were entrusted to care for many thousands of children, young people and adults between 1950-1999. The leaders of these institutions had a duty to nurture and protect the people in their care. They failed in their duty and failed to hold abusers to account.**

Instead of receiving care and support, an estimated 200,000 children, young people and adults in care were exposed to pervasive abuse and neglect.

*Whanaketia – through pain and trauma, from darkness to light – shines a light on what happened and why it happened. The report finds abuse did not occur solely due to the actions of a few 'bad apples', but that it was deeply rooted and enabled across all levels of the systems responsible for providing care.*

The average lifetime cost to a survivor of abuse and neglect in care was estimated in 2020 to be approximately \$857,000. The estimated total economic cost of this abuse and neglect between 1950 and 2019 is around \$200 billion. This is more than three times what the government spent on war and rehabilitation during World War II (£615 million in 1946, adjusted for inflation to \$63.2 billion in 2023 dollars).

Many of the factors that contributed to the pervasive abuse and neglect are not confined to the past. The Inquiry's findings are needed to safeguard the people who are in care today.





**The Abuse in Care Royal Commission of Inquiry's Final Report, *Whanaketia: Through pain and trauma, from darkness to light*, was handed to Governor General- Dame Cindy Kiro.**



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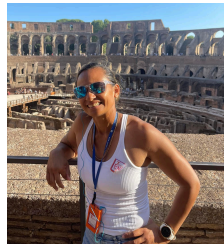


<p>13 o Noema- Ngākahu /Ngākohu Ahuwhenua Steering Komiti</p> <p>a) Bellinghams to complete the final stages of Kauri Dam in drier weather Oct-Nov ;</p> <p>b) Return and expedite the reinstatement of lands to Ngākahu/ Ngākohu Trust - via the Māori Land Court;</p> <p>c) Follow up on FNDC remission of rates regarding land locked blocks;</p> <p>d) Reinstate power to the pumphouse and change the account to Ngākahu Trust. ✓</p> <p>e) Plant trees for wetlands</p>	
<p>14</p>	<p>Hui Kaunihera - all minutes &amp; agenda <a href="https://infocouncil.fndc.govt.nz/">https://infocouncil.fndc.govt.nz/</a></p>
<p>15-17</p>	<p>Personal leave - he take whānau ki Otepoti.</p>
<p>16</p>	<div data-bbox="411 909 679 1341" data-label="Image"> </div> <div data-bbox="711 920 1299 1341" data-label="Image"> </div> <p>Launch of Eru Harawira's book at Korou Kore Marae , Ahipara</p>
<p>18-19</p>	<p>Personal leave for Wellington -Hikoi mō Te Tiriti</p>
<p>22</p>	



Māori Ward Councillor Report hhh 30.11.24



22	 <p>Te mate ohore o Kath Wharton , former Kiwi Ferns star and co-manager of Sports Northland.</p>
23	10-1 Rating on Māori Land Workshop - Panguru
24-30	Working bee- Waimanoni Road
25	<p>Sudden death of World Waka Ama champion Kiwi Campbell - from Horouta club Gisborne. Kiwi was the elite coach to many Tai Tokerau paddlers .</p> 
<p>25 November <b>NOM - Cancel Fluoride to Protect Public Health- amended 25 November 2024</b>  <b>Cr H Halkyard-Harawira</b> seconded by <b>Cr Babe Kapa</b>  <b>I wish to lodge the following Notice of Motion</b> on behalf of concerned people in our district.  That Council cancel the fluoridation of Far North waters until local residents on town water supply agree to do so. The Notice of Motion is based on the following reasons:</p> <ol style="list-style-type: none"> <li>1) <b>The government has commanded a poll on Māori wards</b> in order to be more “democratic” , but has not seen fit to accept a similar local poll on a contentious issue with residents who will be impacted by fluoride in their town water supply . Council should be guided by the outcome of a poll by affected residents on the use of fluoride in their water supply.</li> <li>2) <b>A statutory duty to protect public health . The Health Act - Section 23 states that it is “the duty of every local authority to improve, promote and protect public health within its district.”</b>  Fluoride has been labelled a neurotoxin and comprises lead, arsenic and mercury . The ingestion of fluoride can cause fluorosis and impacts on the thyroid. It is also found in rat poison . <b>Section 23 c</b> suggests fluoride as a substance is likely to be injurious to health or offensive , and therefore fluoride should be removed.  Hence, the council is legally required to take steps to protect the public health by declining to implement the Directors-General’s directive.  One role of the Council is to provide reliable infrastructure for good drinking water.</li> </ol>	



Māori Ward Councillor Report hhh 30.11.24



Our focus is to improve water quality, provide safe ultra violet filtration and to support Resilience measures for areas who suffer drought, water shortages and hot weather blooms. There is no guarantee that Council will avoid liability for any long term health side-effects of fluoridated water.

- 3) **Expensive, unsubsidised and prone to liability**, the proposed cost in the new annual plan to fluoridate Kaikohe and Kaitia supplies in 2025 is \$2.4million. There is no guarantee yet of central government funding nor subsidy. Council has been advised there is a \$200,000 daily penalty if we do not comply. If we do comply, we could in the future be held responsible for causing great long term harm to residents. Following orders will not suffice in a court case.
- 4) **Lack of consultation** with Far North recipients in the proposed fluoride scheme. In 2010, 56% of Kaitia residents and 67% of Kaikohe locals voted against fluoride. Only residents who will be ingesting the proposed fluoridated town supply should be consulted about whether they approve of fluoride in their water.
- 5) **Equity in dental health care**- Fluoridation of water is not an equitable way to deliver better health care to young Māori and the wider population. There is a view that fluoridation is a magic wand and will reduce young Māori tooth decay by 50% in areas like the Far North. The Council and other agencies could put in place incentives to attract dentists and dental staff to our area.
- 6) **An education approach** the lack of access to dental care in the Far North is dismal. There are three month waiting lists for adults. Mobile dental clinics can take up to two years to do return visits to kura. An educational approach targeting Kohanga Reo, ECE and schools could be more cost effective. A Kaitia Trust had a Tooth Fairy visit all the local Kohanga and ECE to give free toothbrushes and paste to show small tamariki how to brush and the importance of regular brushing. Socialisation of high teeth decay in Māori children must go hand in hand with improved access to dental care.
- 7) **Sugar is the enemy of whānau Māori and low income whānau**. FNDC could work in collaboration with Health organisations, dieticians and Kura Hauora by imposing a bylaw to ban high sugar drinks and food products in local shops and events. Sugar is a killer of Māori and is responsible for high diabetes, obesity, teeth decay and early morbidity. Lack of income also impacts on whānau choices in purchasing kai. It is cheaper to buy a soda drink than a 2 litre bottle of milk.
- 8) **High deprivation- lack of access to health services and dental care**. The Ministry of Health and tertiary providers could offer more incentives for dentists, oral hygienists, mobile dental trucks and nurses to be located in the Far North areas of the Hokianga, Kaikohe and Kaitia. **Kia ora H Halkyard-Harawira and Babe Kapa**

26

**10- Te Koukou Roding & Infrastructure Monthly Hui** - always good to hear Good to hear roding reports from Fulton Hogan in the Far North and Ventia in the south. Both companies dealing with all phases of roding: culverts, drainage, weed spraying, sealing, gravel spread.

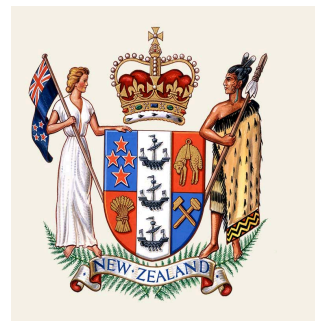




Māori Ward Councillor Report hhh 30.11.24



	Te Koukou also has monthly updates now on 17 wastewater treatment plants and their progress status.
27	9.30 Interview with PHD student re trial of Health Academy and curriculum time to achieve pre entry into health careers. 2.pm - feedback to Rating Team how to improve marae visits re Rating on Māori Land
<p><b>November 28, 2024 Notice of Motion NOM 4 -Tihei Māori Ora H Halkyard-Harawira</b> seconded by Cr Rākena</p> <p><b>Tai Tokerau is the home of He Whakaputanga and Te Tiriti o Waitangi.</b> Tai Tokerau Māori, FNDC and Tai Tokerau Members of Parliament are the kaitiaki of He Whakaputanga and Te Tiriti o Waitangi.</p> <p><b>He Whakaputanga o Te Rangatiratanga o Nū Tirenī 1835-</b> declared to circling superpowers the long standing mana motuhake , sovereignty and independence of Nu Tirenī and the preference to be guided by the former British King Wiremu iv.</p> <p><b>Te Tiriti o Waitangi is the model of co-governance, goodwill, trust and partnership.</b> Historically Māori have been subjugated and excluded from joint decision making. Token advisory roles no longer suffice. This uneven relationship has contributed much to intergenerational poverty, high prison rates and ill health of Māori. Evidence proves:</p> <p>that Kaupapa Māori initiatives in education, health, housing , taiao regeneration and social services have shown higher success rates within our communities .</p> <p><b>Tai Tokerau - he wenua rangatira , he taiao oranga, he kainga ora.</b></p> <p>We want Tai Tokerau to be a place where all our community members have a sense of belonging and pride, with a commitment to manage our taiao wisely and enable informed, sustainable economic development.<sup>1</sup></p> <p><b>I wish to lodge the following Notice of Motion to promote and protect He Whakaputanga and Te Tiriti o Waitangi within the areas of the Far North District Council"</b></p> <p><b>Therefore I recommend Far North Council:</b></p> <p><b>Future proof Tiriti gains made over the last 184 years and in years to come, so that incoming governments cannot undermine local progress and cause unnecessary anxiety amongst 53% of its population</b></p> <p>a) <b>Adopt and embrace mutual and beneficial partnerships with Māori</b> that uplift community wellbeing ie housing, incentives for health, education and sustainability industries within the area.</p> <p>b) <b>Proactively heed the recommendations of the Waitangi Tribunal findings</b> regarding matters that impact on the territories within Tai Tokerau- Te Paparahi o Te Raki Stage 1 &amp; 2 Reports . Return all unused Council reserves to mana whenua expeditiously.</p>	



<sup>1</sup> Te Pae Tata Three Year Long Term Plan 2024-2027



Māori Ward Councillor Report hhh 30.11.24



- c) **Uphold and maintain former and yet to come lwi settlements, reparations agreements/ redress options** and their evolving conditions.
- d) **Never approve resource consents or walking routes on wāhi tapu.** <sup>2</sup>By June 2025, commit formally in the Long Term Plan to the restoration of Moana, rivers and streams and adopt the wholesale ban on all sewage and hazardous waste dumping to the harbours, rivers and streams in Tai Tokerau.
- e) **Ensure 80% local procurement in all contracts** to sustain Tai Tokerau businesses.

28 3.30 pm - Pōhiri for Tainui Waka at Te Rangi Āniwaniwa



<sup>2</sup> Conserve Council monies wasted on court cases! Instead consult ,engage and work with hapu and mana whenua



Māori Ward Councillor Report hhh 30.11.24



29 8.00am- Pōhiri for Tai Tokerau -  
Pōtahi Marae, Te Kao  
10.00- Te Kawe mate o Te Arikunui  
Kīngi Tūheitia led by Kuini Ngā wai  
hono i te pō and te Iwi o Tainui



30 4.00am - te huranga o ngā pou e 3 me te tūwheratanga o te waharoa hōu Ngā Wai Manea -  
Waimanoni Marae



30	10.00 - te hura kohatu o Thomas Tāpiki Murray - Rangitoto urupā- Whangape
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Māori Ward Councillor Report hhh 30.11.24



### Seal Marae Roads over next 3 years

#### Te Hiku

Kenana,  
Te Ahua,  
Taemaro,  
Haititai  
Marangai,  
Wharemaru,  
Waimanoni,  
Wainui,  
Rangikohu,  
King Hori,  
Kotahitanga  
Taiao,  
Te Ohaki,  
Morehu,  
Ngāti  
Manawa,  
Waiparera,  
Motuti,  
Waihou,  
Mātihetihe

#### Kaikohe - Hokianga

Ngāpuhi,  
Te Arohanui,  
Ngai Tūpoto,  
Tauteihiihi,  
PāTeOro,  
Pikipāria,  
Mātai Aranui ,  
Whakamahara  
tanga,  
Piki Te Aroha,  
Motukiore,  
Puketawa,  
Te Rangatahi,  
Otaatara,  
Moehau,  
Māhuri,  
Otaua,  
Kaingahoa,  
Ngaitawake.  
Mokonuiarangi,  
Tauwhara  
Wharepunga

#### Whangaroa - Bay of Islands

Patunga  
Tuhiwai  
Tahaawai  
Te Huia  
Wainui,  
Te Ngaere,  
Waimahana  
Taupo,  
Tākou ,  
Te Tii,  
Rāwhiti  
Te Kainga  
Hoa  
Waikare, \*\*  
Waiomio ,  
Maromaku  
Kawiti,  
Mohinui,  
Kaikou,  
Motatau,  
Matawaia,

Roads 58 Marae and 11 Kohanga Reo are on unsealed roads- would like 10 Marae roads to be sealed each year- as significant venues for community gathering.

The Far North district has a total 2510km network of roads - 1614 km of which is unsealed. Less 150 m

**Kua oti** Waimanoni Marae road sealed 29 o Noema, 2024

### Unsafe Roads

#### Seal Kohanga

Rangaunu  
Whangape Pā  
Arapatea  
Ngāpuhi  
Whakamaharat  
anga  
Tauwhara  
Wharepunga  
Waikare  
Waimamaku  
Taurangi

#### Roundabouts

Kaikohe x 3  
Awanui x 1

#### Other Roads

Parapara  
Porters Access,  
Otangaroa Rd,  
Pupuke Rd,  
Weber, Waihapa  
Rd, Matangirau  
Old School Rd  
waitangi Bridge  
2 lanes

#### Roadway slips

Panguru,  
Motuti,  
Herekino,  
Broadwood,  
Whangape,  
Pawarenga,  
Wainui Rd.

#### Drop Speed zones

in front of  
Karangahape  
Marae , Urupā,  
Kohanga Reo and  
Kaumatua flats,  
Whangaroa  
Houhora  
Ngataki Marae  
Quarry Rd Awanui  
Te Oneroa a Tohe  
KKM o Pukemiro  
crossing

#### Coastal erosion

#### Flooding :

Ahipara,  
Rangikohu ,  
Owhata,  
Whangapē,  
Pawarenga,  
Mitimiti,  
Motuti,  
Motukaraka,  
Wharemaru  
Taipā  
Pakanae  
Omanaia



#### Relocate coastal Marae

Te Hāpua  
Matihetihe  
Wharemaru



Māori Ward Councillor Report hhh 30.11.24



	Other Significant Projects & Wish Lists
2024	<p><b>CEASEFIRE in GAZA</b></p> <p><b>RESOLUTION 2024/47</b> "That the Far North District Council:</p> <p>a) call for an immediate permanent humanitarian ceasefire in Gaza;</p> <p>b) call on the Prime Minister and Minister of Foreign Affairs to show their support and call for peace;</p> <p>c) call for immediate international aid to be allowed into Gaza;</p> <p>d) condemn all acts of violence and terror against civilians on both sides of the conflict; e) call for the immediate return of hostages.</p> <p><b>CARRIED 23 Mei, 2024 Extraordinary Hui-</b></p> 
Moana Restoration	<p><b>Upgrade all 17 WWTPs in Far North.</b></p> <p><b>Stop any sewage outflow into harbours and rivers of Tai Tokerau</b></p> <p><b>Purchase extension land disposal site Hokianga</b> -to remedy spoilage of Hokianga harbour. Opononi, Rawene, Kohukohu, Kaikohe to develop natural wetlands &amp; better ways of dealing with sewage. Stop other local towns dumping their waste in Hokianga.</p> <p><b>Upgrade all Waste Water Treatment Plants in Far North.</b></p> <p>Seek infrastructure grants to systematically improve the wwtps in Far North. NRC to work in tandem with FNDC to improve wwtps, otherwise we get a reactive solution rather than a long term solution.</p> <p>New housing to incorporate wwtp systems.</p>
Dec 202	<p><b>- Kia rāhui te Roto o Ngātū hei wāhi waipiro kore.. Ka hohā nga tamariki me ngā mātua waka ama i te rāpihi me ngā pounamu pakaru i mahue i te roto i waenga i ngā marama o te raumati.</b> Horekau ēnei tāngata he whakaaro mō ngā tamariki e mau ana ki te hohipera .</p>
Dec 202	<p><b>Whakapai Ngā Rori me Ngā Wharepaku o Mangamuka</b></p> <p>He pai kia whakapai i mua te tūwheratanga ano o te Gorge . Kua whakarite e te hāpori o Mangamuka he māhere hei whakapai te rori matua mō ngā mokopuna, mō te hau kainga me ngā tāngata kōtiti haere.. I mea mai ki a au , kia whai whakaaetanga- kei hea te wāhi tika kiā tū ai te wharepaku- kei te wāhi o naianeī, kei mua i te Reo Irirangi raini. Whakamōhio atu ki a Chicky Rudkin te hēamana o Kaikohe Hokianga Poari Hāpori. Ka tautoko ahau te whakapaipai i tēnei wāhi matua o Tai Tokerau.</p> 



Māori Ward Councillor Report hhh 30.11.24



2028	<p><b>Me whiriwhiri He Whakaputanga me Te Tiriti i te Ture Tuapapa o Aotearoa. Weave He Whakaputanga and Te Tiriti into the Constitution of Aotearoa as per Matike Mai Report led by Moana Jackson, Makere Mutu and rangatahi.</b> Otherwise Māori will always be subject to flip flop government changes.</p>
W H A K A N U	<ul style="list-style-type: none"> <li>• <b>Karleen Everitt</b>, Te Aupouri, Business Award leading Te Ao Māori Strategy at ANZ</li> <li>• <b>Harry Burkhardt</b> -Ngāti Kuri, 2024 Outstanding Māori Business Leader award</li> <li>• <b>Te Kukupā - Tautoko, Te Hiku Media, me Ngāti Hine FM- ngā irirangi reo Māori o Tai Tokerau</b> combined Tai Tokerau Māori media news service.</li> <li>• <b>Ngā Kaumātua me Ngā Kuia o Tai Tokerau</b></li> <li>• <b>Akinihi Smith</b>, nā Kingi Tiare i tohungia mō āna mahi i te Hāhi Mihinare me te Iwi o Ngāi Takoto.</li> <li>• <b>Mike Smith</b>, he tūtei mō te taiao.</li> <li>• <b>Archbishop Kitto Pikaahu</b>, Pou tautoko mō te tūwheratanga ano o Te Kura o Tipene 2025</li> <li>• <b>Lake Omāpere Trust</b>- 30 tau kua werohia kia Māori anō te wai o te Roto o Omāpere</li> <li>• <b>He Korowai Aroha Trust, - kainga hāpori</b> te tūwheratanga o ngā whare 24 me te whakanui tonu i te rangatira a Riki Houghton nō Te Pātū.</li> <li>• <b>Te Mauri o Te Wai</b> - he rōpu kaha e akiaki ana kia whakahoki te mauri o te wai ki nga awa me te Moana o Hokianga.</li> <li>• <b>Ngā Kura kaupapa Māori i haere ki Whakatū, Nelson</b> mō te whakatatae kapa haka. Te Rāwhitiroa, Kaikohekohe me Te Rangi Āniwaniwa</li> <li>• Kua tūwhera <b>Papa Hawaiki, Te Hiku Sports Hub, Te Kahu o Te Ao</b></li> <li>• <b>Te Runanga o Whaingaroa</b>-ngā mahi toi o te piriti o Kaeo- Kaeo bridge artwork - using text from He Whakaputanga- “he wenua rangatira”</li> <li>• <b>Tia Ashby mā, Te Hauora o Ngāpuhi kainga hāpori</b></li> <li>• <b>Te Papa Hawaiki - te tūwheratanga o te whare hākinakina</b> ki Kaikohe.</li> <li>• <b>Kahika Moko</b> - Masters degree 1st class honours in Māori Education.</li> <li>• <b>Dame Naida Glavish</b> Lifetime Achievement for Te Reo Māori</li> <li>• <b>Pera Paniora- Kiwibank</b> NZ Community of the Year Award</li> <li>• <b>Ngā Ropū Kapa Haka o Tai Tokerau e haere ana ki Te Matatini 2025 :</b> Muriwhenua, Hātea, Te Uri o Manumanu me Pūao</li> </ul>

Kaupapa Hāpori	Nā koutou i tangi, nā tātou i tangi
<p><b>Kua wheturangitia</b></p> <p><i>Nā koutou i tangi, nā mātou i tangi</i></p>	<ul style="list-style-type: none"> <li>• <b>Mabel Rakich</b>- he kuia nō Ngāi Takoto</li> <li>• <b>Tawhia Nicolls</b>- Contractor Fulton Hogan whānau, i hoki ki Te Kao.</li> <li>• <b>Tanya Wharton</b>- nee Keremete nō Te Māhurehure , i mate ohore.</li> <li>• <b>Kiwi Campbell</b>-Nee Takao, nō Tuhoe, i mate ohore a, ka hoki ki tana marae i Waimako.</li> <li>• <b>Grace Matiu</b>- nō Te Aupouri i hoki atu ki Te Kao.</li> </ul>



## Member Report

Name: Cr Ann Court

Date: November 2024

**Meetings Attended**

Date	Meeting Topic	Comment
5 <sup>th</sup>	FNHL Governance Workshop	
6 <sup>th</sup>	Annual Plan Workshop	
7 <sup>th</sup>	Te Patukurea	
9 <sup>th</sup>	Te Patukurea	
12 <sup>th</sup>	Disability Action Group Workshop	
	State of Far North	
13 <sup>th</sup>	Te Patukura	
14 <sup>th</sup>	Council	
19 <sup>th</sup>	LGNZ One Northland Forward Together Automobile Association Meeting	
21 <sup>st</sup>	Northland Freight Group	
26 <sup>th</sup>	Transport and Infrastructure Committee Meeting Transport and Infrastructure Workshop	
27 <sup>th</sup> /28 <sup>th</sup>	Road Network Classification under the new Setting of Speed Limits Rule 2024  Northland Freight Group follow up on engineering standards and guidelines for the Northland Corridor	
29 <sup>th</sup>	Te Puawaitanga Update  PK Engineering to learn about and view proposed flood detention dam Waipapa	
2 <sup>nd</sup> Dec	Roading Maintenance Working Group Meeting	



## Member Report

### **Did You Know**

In 2023 nationally, there were approx. 15,700 drink drive convictions, 7777 were repeat offenders and 3900 Interlock devices had been fitted.

The basic costs of the device, \$199 install cost, \$199 monthly fee, \$149 removal cost.



## Member Report

**Name: Cr Rākena**

**Ward: Ngā Tai o Tokerau**

**Date: 6<sup>th</sup> Nov – 2<sup>nd</sup> Dec, 2024**

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**Meetings Attended**

Please note that this report may not include all events, as some may be unscheduled or incidental. Such kaupapa may include radio interviews, Council-related discussions with community members, follow-ups on emails, and impromptu meetings with staff and elected members.

**5th Nov: Governance to Governance with Far North Holdings Ltd**

As Councillor, I attended a governance meeting with Far North Holdings Ltd to strengthen alignment between Council and the organisation. Discussions centred on infrastructure projects, economic development, and challenges faced by Far North Holdings. Key topics included future-proofing roading and port facilities, ensuring sustainability, and engaging with hapū and iwi. It's important in these hui to maintain transparency and partnership to benefit our communities. Constructive dialogue highlighted the need for collaborative approaches in decision-making.

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**6th Nov: Annual Plan 2024/25**

Today's meeting focused on setting the groundwork for the Annual Plan 2024/25. We reviewed financial projections, community priorities, and feedback gathered through engagement. I raised the importance of prioritising funding for infrastructure in rural areas while maintaining affordability for ratepayers. Equity in resource allocation and alignment with long-term goals were recurring themes. The meeting provided clarity on timelines and public consultation processes.

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**7th Nov: Te Huia - Executive Review Committee**

The Executive Review Committee met to evaluate Council's performance and leadership effectiveness. As a Councillor, I contributed to discussions on governance best practices, organisational culture, and strategic direction. Key outcomes included identifying opportunities for improving accountability and reviewing executive performance metrics.

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## Member Report

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### **7th Nov: Ngā Tai o Tokerau Māori Ward Councillors / Te Kuaka Coordinator Monthly Hui**

This hui was an opportunity for Māori Ward Councillors and the Te Kuaka Coordinator to reflect on progress and plan upcoming initiatives. Discussions included the implementation of Te Pae o Uta across council teams, improving engagement with hapū and iwi, and Māori-specific projects. We shared updates on advocacy efforts and explored ways to enhance collaboration. The hui reinforced our collective responsibility to uphold mana Māori in council operations.

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### **10th Nov: Pōwhiri at Pōtahi Marae for Toitū Te Tiriti Hīkoi ki Pāremata**

Attending the pōwhiri at Pōtahi Marae was deeply moving. It marked the beginning of the Toitū Te Tiriti Hīkoi, a significant kaupapa aimed at affirming the Treaty partnership between Tangata Whenua and the Crown. Speakers shared powerful messages about tino rangatiratanga, justice, and unity. As Councillor, I felt privileged to support this journey, acknowledging the past while strengthening future aspirations.

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### **11th Nov: Karakia at Te Rerenga Wairua for Toitū Te Tiriti Hīkoi ki Pāremata**

Standing at Te Rerenga Wairua for the karakia was humbling and profoundly spiritual. It was a moment to reflect on the purpose of the Toitū Te Tiriti Hīkoi. The kōrero honoured our tūpuna, the enduring significance of Te Tiriti, and the mana of those carrying this kaupapa to Pāremata. The wairua of unity and determination was evident throughout.

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### **12th Nov: "State of the Far North" Event at the Turner Centre, Kerikeri**

The "State of the Far North" event provided a platform to address community members on our district's challenges and achievements. Kahika Moko spoke on key areas, including infrastructure, housing, water, LTP and the huge success of our 2024 rates increase...if you would even call it an increase. I'm confident that the evening quenched the community's desire for greater transparency and equity in resource distribution. The event was a reminder of the importance of open dialogue and collective problem-solving.

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### **13th Nov: Kaikohe Library & Civic Hub Steering Group Meeting**

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## Member Report

This meeting provided updates on the Kaikohe Library and Civic Hub project. We discussed project timelines, funding challenges, design updates, addition of toilet blocks and community feedback. As Councillor, I reiterated the need for the hub to reflect Kaikohe's unique identity, aspirations, functionality and longevity. The focus remained on delivering a facility that serves as both a functional space and a community asset for all to enjoy.

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### **14th Nov: Full Council Meeting**

The full Council meeting covered a wide range of topics, including budgets, resource consents, and community updates.

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### **18th Nov: Comms & Engagement Portfolio Monthly Catch-Up**

In this session, I reviewed ongoing communications strategies and community engagement plans with the team. We discussed improving access to council information, addressing misinformation, and enhancing storytelling to highlight Council's work through our social media platforms. I advocated for better engagement with Māori communities through culturally appropriate channels.

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### **19th Nov: Toitū Te Tiriti Hīkoi ki Te Whanga-Nui-a-Tara**

The hīkoi to Te Whanga-Nui-a-Tara was a powerful expression of collective commitment to upholding Te Tiriti o Waitangi. As part of the group, I witnessed heartfelt kōrero and unity among participants from all walks of life and racial backgrounds. Presenting our kaupapa to Pāremata reinforced the importance of acknowledging history, addressing inequities and the fact that Māori never ceded sovereignty.

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### **23rd Nov: Whenua Māori Hui at Waipuna Marae, Whakarapa**

At Waipuna Marae, we gathered to discuss whenua Māori challenges, particularly rating and development barriers. The kōrero was rich and passionate, reflecting the community's determination to protect and utilise ancestral land. I supported calls for legislative reform to reduce obstacles and strengthen Māori landowners' autonomy. We were also grateful to have Kath from Te Kōti Whenua Māori attend this hui and provide some expert advice around whenua Māori and how whānau can access their services.





## Member Report

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### **26th Nov: Te Koukou Transport and Infrastructure Committee Meeting**

This meeting provided updates on infrastructure projects across North Hokianga. Key topics included roading, drainage, and funding allocations. I emphasised the urgency of addressing safety concerns and ensuring rural communities have reliable infrastructure to support their needs.

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### **26th Nov: Te Koukou Transport Committee Workshop**

The workshop explored strategies for prioritising infrastructure projects in North Hokianga. Collaborative discussions focused on aligning priorities with community needs while managing resource constraints. I highlighted the importance of maintaining open communication with residents to ensure transparency through reporting.

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### **27th Nov: Interview with Joel from Te Hiku Media**

I spoke with Joel about council priorities, including Māori ward representation, infrastructure, whenua Māori hui and local challenges. The kōrero allowed me to share insights on key initiatives and highlight Council's work addressing community concerns. The interview reinforced the value of engaging through media to keep our whānau informed.

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### **27th Nov: Whenua Māori Rating Relief Working Group Feedback Session**

The session reviewed feedback on rating relief proposals for whenua Māori. I supported measures aimed at reducing financial burdens and empowering Māori landowners. Discussions emphasised the need for fairness, equity, and alignment with tikanga Māori.

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### **27th Nov: Te Maruata Monthly Wānanga**

At the Te Maruata wānanga, I joined discussions on strengthening Māori governance in local government. We shared updates on challenges and successes within our respective councils, focusing on enhancing Māori representation and addressing inequities. The kōrero was enriching and insightful.

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### **29th Nov: Kawemate o Tūheitia Pōtatau Te Wherowhero VII at Te Kāo, Pōtahi Marae**

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## Member Report

Attending the kawemate was a moment to honour Tūheitia Pōtatau Te Wherowhero VII and support whānau and hapū. The pōwhiri was moving, and the kōrero reflected the mana and legacy of the Tainui leader. It was a privilege to be part of such a significant kaupapa for tea o Māori.

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### **2nd Dec: Te Kuaka Te Ao Māori Standing Committee Agenda Preview**

I reviewed the agenda for the upcoming Te Kuaka meeting, ensuring it aligns with kaupapa Māori priorities. Key items included updates on Te Pae o Uta implementation and strategies to enhance engagement with iwi and hapū. The preview allowed me to prepare for meaningful contributions at the hui.



## Member Report

**Name:** Penetaui Kleskovic

**Ward:** Nga Tai O Tokerau

**Date:** 3/12/2024

### Meetings Attended

Date	Meeting Topic	Comment
12/11/24	State of the North Address -The Road to Recovery	A big mihi to Moko Te Pania (Mayor) for his performance at the Turner Centre in front of a packed crowd. Acknowledging the mahi that is underway. Also much work to do ahead of us.
15/11/24	Urchinomics meeting - JREDC	Discussions pertaining to Urchinomics in the North and what opportunity that may provide for the North in terms of Aquaculture.
16/11/24	Te Ihutai Hapu Hui	N/A
18/11/24	Te Oneroa A Tohe Mussell Spat Code	A discussion with NZ Fisheries and Aquaculture NZ about Mussel spat harvesting.
18/11/24	Te Hiku water study project	N/A
20/11/24	Making Good Decisions Course	Very long day. Gave insights into the role of a commissioner and how challenging this role can be. I am looking forward to attaining this qualification.
21/11/24	Making Good Decisions Course	Very long day. Gave insights into the role of a commissioner and how challenging this role can be. I am looking forward to attaining this qualification.
25/11/24	Waters Portfolio Meeting	N/A
28/11/24	Kingitanga Powhiri – Te Rangi Aniwanuiwa	Welcoming of all Iwi to Rangi Aniwanuiwa. A combined hui for 4 matrae.
29/11/24	Kingitanga Powhiri – Kawemate for Kingi Tuheitia	A powhiri for the kawemate of Tuheitia to Potahi Marae, Te Kao.
30/11/24	Kingitanga Powhiri – Opening of the Waharoa at Waimanoni Lane	The Name of the waharoa is Nga Wai Manea. A gift from the Kingitanga to Ngawais whanau in Ngai Takoto.
3/12/24	Te Miromiro Assurance, Risk & Finance Committee	N/A

### Community Matters



## Member Report

*This section should be completed for matters arising within the community, which Council need to be aware of. It could be related to ongoing projects, requests, feedback etc.*

Topic	Comment
Kaitaia Airport	The official signing on the 13 <sup>th</sup> of October.
Sweet water	Public really interested to get an understanding of the bores and if theyre operating at max capacity.
Mangamuka Gorge	Opening on the 20 <sup>th</sup> .
Araroa Rd, Pukepoto	The Council have filled in the drains for the establishment of a footpath but now those rocks are all over the road. Could pop a tyre, cause vehicles to spin out or even worse some damage. Work required under the bridge/ the waterway is impeded by debri.
Wamanoni Lane	The rest of the road needs to be tar sealed.
Kaikohe Civic Hub	Why is there a hold up with the commencement of the build?

**Training / Conference Attendance**

*This section is to be completed when an elected member has attended a professional development opportunity or a conference on behalf of Council. It should outline the learnings from attending the event and value to the organisation.*

**Name of Event: Making Good Decisions**

**Date of Event: 20 – 21 November 2024**

**Learnings: Resource Management Act**

**Value for the organisation: A future commissioner.**

**8.4 COUNCIL OPEN RESOLUTIONS UPDATE DECEMBER 2024****File Number: A5002693****Author: Maria Bullen, Democracy Advisor****Authoriser: Aisha Huriwai, Manager - Democracy Services****TAKE PŪRONGO / PURPOSE OF THE REPORT**

To provide Council with an overview of outstanding Council and the previous term Committee decisions from 1 January 2020.

**WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY**

- Open resolutions are a mechanism to communicate progress against decisions/resolutions.
- Open resolutions are also in place for all formal elected member meetings.

**TŪTOHUNGA / RECOMMENDATION**

**That Council receive the report Council Open Resolution Update December 2024.**

**1) TĀHUHU KŌRERO / BACKGROUND**

Any resolution or decision from a meeting is compiled on an open resolution status report, to capture actions triggered by Council decisions. Staff provide updates on progress against tasks that are not yet completed.

The open resolution report also includes outstanding actions from previous triennium committees.

**2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

The outstanding tasks are often multi-facet projects that take longer to fully complete. Where a decision differs to the recommendation of staff there may be unintended consequences or challenges that take longer for staff to work through.

**TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION.**

To provide Council with an overview of outstanding Council decisions from 1 January 2020.

**3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION**

There are no financial implications or need for budgetary provision in receiving this report.

**ĀPITIHINGA / ATTACHMENTS**

1. Council Open Resolutions - A5013639  

OPEN RESOLUTION REPORT			
Division: Committee: Council Officer:		Printed: Thursday, 5 December 2024 9:23:13 am Date From: 1/01/2020 Date To: 5/12/2024	
Meeting	Title	Resolution	Notes
Council 14/03/2024	Options Analysis for Financial Contributions	<b>RESOLUTION 2024/19</b>  <b>That Council approve the development of a draft financial contributions chapter.</b>   <b>CARRIED</b>	<b>23 Apr 2024 4:05pm</b> Work continuing with developing a chapter on financial contributions and associated s32 evaluation. Workshop in May 2024 with Te Kuaka to advise of the work occurring on the chapter and to discuss exemptions.  <b>28 May 2024 2:27pm</b> Action reassigned to Wooster  <b>30 May 2024 1:16pm</b> work is still underway to complete a draft chapter for a further district plan change to include FC  <b>01 Oct 2024 9:59am</b> Elected Members via a briefing paper have been advised that staff recommend financial contributions are introduced after Council decisions on the Proposed District Plan. This has also been advised in the CEO Quarterly update. Work is still progressing on the development of a chapter.  <b>06 Nov 2024 7:07pm</b> work is proceeding on creating a draft chapter, but wanting to also see what direction is being provided from elected members on the DC policy work to ensure integration and non duplication of work.
Council 17/10/2024	Proposal fee increase for Property Files and LIM Reports	<b>RESOLUTION 2024/145</b> <b>That Council:</b>  a) Approve amendments to the Fees and Charges Schedule 2024/25 to increase fees for Property Files from \$26.00 to \$33.50 and for Land Information Memorandum Reports from \$319.00 to \$395.00.  b) Approve the fee increases for Property Files and Land Information Memorandum Reports to take effect from 11 November 2024, for the remainder of the 2024/25 rating year.  c) Approve a news story being published on the Council website, clearly outlining the fee adjustments and the date that they will take effect, and	<b>04 Nov 2024 3:08pm</b> The news story was published 25 October 2024. The website and pathway/epathway change requests are in place and will be completed for go live 11 November 2024.  <b>29 Nov 2024 2:12pm</b> Fee changes have taken effect, no issues reported. , The team have been collecting timesheet data and will provide analysis to accounting services to ensure this is included in the LTP consultation process.

OPEN RESOLUTION REPORT			
		Division: Committee: Council Officer:	Printed: Thursday, 5 December 2024 9:23:13 am Date From: 1/01/2020 Date To: 5/12/2024
Meeting	Title	Resolution	Notes
		d) Instruct the Chief Executive to commence a structured, evidence-based review of fees and charges for Property File and LIM Report services with a view to reporting to Council on any further changes required to cover 100% of costs of providing services for simple and complex/commercial Property File and LIM Report services in preparing the 2025/26 Annual Plan.  <b>CARRIED</b>	
Council 13/06/2024	Setting of Speed Limit - Temporary and Permanent - Russell Catchment	<b>RESOLUTION 2024/80</b> <b>That Council:</b> a) note the requirements associated with setting of temporary speed limits and endorses the staff recommendation to not proceed with this process for Aucks Road/Russell Whakapara Road; b) approve that staff commence consultation with the public on setting permanent speed limits for the Russell Catchment area; and c) note that implementation of any permanent speed limits is dependent on final funding for the 2024-2027 Long-Term Plan.  <b>CARRIED</b>	<b>18 Jul 2024 3:45pm</b> Consultation materials are being prepared for the public. Information regarding the proposed changes to the speed limit rule will be included in all consultation documents. <b>20 Aug 2024 10:40am</b> Public consultation will begin on 2/9/2024 and run through September. Early engagement with Hapu underway last two weeks of August. <b>01 Oct 2024 9:54am</b> Consultation has closed and a consultation report is being prepared for elected members. The report will also discuss the impacts of the new speed limit rule on the consultation if the rule and guidance have been published by the Ministry of Transport. <b>30 Oct 2024 11:46am</b> Consultation has been re-opened for three weeks to satisfy the new speed limit rule. A full report will be prepared post consultation. <b>04 Dec 2024 4:01pm</b> An elected members report has been prepared and will be provided to elected members for consideration of how to move this catchment forward. This project did not receive NZTA funding.
Council 13/06/2024	ALTERNATIVE MOTION	<b>RESOLUTION 2024/93</b> <b>That Council:</b> c10) request CEO to provide a report to Te Koukou- Transport and Infrastructure Committee to update Elected Members on the stormwater project called " Turner Centre sub-catchment and	<b>03 Sep 2024 1:43pm</b>

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		<b>Division:</b> <b>Committee:</b> Council <b>Officer:</b>	<b>Printed:</b> Thursday, 5 December 2024 9:23:13 am <b>Date From:</b> 1/01/2020 <b>Date To:</b> 5/12/2024
Meeting	Title	Resolution	Notes
		<b>Upgrade to Heritage Bypass, Kerikeri Water” for decision on capital investment.</b>  <b>CARRIED</b>	<p>The consultation for this catchment opened yesterday 2/9/24 and can be found here: Russell-Kororāreka Speed Management Plan   Far North District Council (fndc.govt.nz), Drop in session scheduled for 12/9 and consultation closes on 30/9. An engagement report will be prepared for elected members on completion of the consultation. At this time it is unknown if the project will be subsidised by NZTA in the 24-27 LTP.</p> <p><b>01 Oct 2024 9:51am</b>            Consultation has closed and a consultation report is being prepared for elected members. The report will also discuss the impacts of the new speed limit rule on the consultation if the rule and guidance have been published by the Ministry of Transport.</p> <p><b>30 Oct 2024 11:45am</b>            Consultation has been reopened to satisfy the new Speed Limits Rule. Consultation closed on 8 November. A full report will be prepared for elected members post consultation close.</p> <p><b>04 Dec 2024 4:00pm</b>            An elected members report has been prepared and will be provided to elected members for consideration of how to move this catchment forward. This project did not receive NZTA funding.</p>
Council 14/11/2024	Committee Recommendations and Resolutions - October 2024	<b>RESOLUTION 2024/160</b> <b>That Council</b> <u><i>Te Kuaka- Te Ao Māori Committee: Item 5.1 – Te Oneroa-a-Tōhē Variation to Speed Limits</i></u> <b>amend Te Kaunihera o Te Hiku o Te Ika Interim Speed Management Plan to include 30 kilometre per hour speeds 200 metres either side of the following beach access points:</b> <ul style="list-style-type: none"> <li>a) Hukatere Access;</li> <li>b) Te Wakatehāua Access; and</li> <li>c) Kauēparāoa Access.</li> </ul>	<p><b>04 Dec 2024 10:23am</b>            Action reassigned to Stacey, Elizabeth</p>



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Meeting	Title	Resolution	Notes
		<b>CARRIED</b>	
Council 8/08/2024	New Ground Lease to Te Rarawa Rugby Club Incorporated over Rarawa Memorial Domain Recreation Reserve	<b>RESOLUTION 2024/110</b> <b>That Council:</b> a) approve a new ground lease to Te Rarawa Rugby Club Incorporated over part of the Rarawa Memorial Domain Recreation Reserve being Section 151 Block IV Ahipara SD, approximately 40,468 square metres, held in New Zealand Gazette 1979, page 1202 and Recreation Reserve held in Record of Title 308444, being of Lot 4 DP 366836, approximately 6010 square metres. <b>The terms of the proposed lease shall be:</b> <ul style="list-style-type: none"> <li>Term: 30 Years (15+15);</li> <li>Rental: As per FNDC Fees and Charges Schedule for a Community Lease;</li> <li>\$118 plus GST for 2023/24 and reviewed annually in conjunction with the FNDC Fees and Charges Schedule;</li> </ul> b) with further conditions negotiated and agreed upon by the Group Manager Delivery and Operations, and Te Rarawa Rugby Club Incorporated. <b>CARRIED</b>	<b>03 Oct 2024 1:06pm</b> Lease being drafted and will be sent to the club by the end of the week <b>30 Oct 2024 11:21am</b> Currently being reviewed by the club <b>02 Dec 2024 12:00pm</b> Lease still being reviewed by the club
Council 8/02/2024	New Ground Lease to Playcentre Aotearoa - Russell Playcentre over 12 Church Street, Russell	<b>RESOLUTION 2024/12</b> <b>That Council:</b> a) grant a new ground lease to Playcentre Aotearoa over the Local Purpose (Playcentre) Reserve being approximately 736 square meters of Lot 6 DP 7147, 12 Church Street, Russell, held in New Zealand Gazette 1984 page 3528 and	<b>23 Feb 2024 11:43am</b> Council passed resolution to grant the lease. a new ground lease will be drawn up and put in place <b>23 Apr 2024 2:20pm</b> New Lease is with Playcentre for review. <b>27 May 2024 12:49pm</b> Lease still with Playcentre for review - followed up by FNDC Staff on 15th May 2024 <b>24 Jun 2024 3:09pm</b> Lease still with Playcentre as at 24th June 24

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		<p>vested in Far North District Council as Local Purpose Reserve.</p> <p>The terms of the lease shall be:</p> <ul style="list-style-type: none"> <li>30 years (10+10+10)</li> <li>Rental: as per FNDC Fees and Charges schedule for a community lease.</li> <li>\$118 plus GST for 2023/2024 and reviewed annually in conjunction with the FNDC Fees and Charges schedule.</li> </ul> <p>b) with further conditions negotiated and agreed upon by the Group Manager Delivery and Operations, and Playcentre Aotearoa.</p> <p style="text-align: right;"><b>CARRIED</b></p>	<p><b>23 Jul 2024 2:28pm</b> Lease still with playcentre for review.</p> <p><b>20 Aug 2024 3:04pm</b> As above, no chages since previous update</p> <p><b>03 Oct 2024 1:04pm</b> As above, no changes</p> <p><b>30 Oct 2024 11:20am</b> Disputes in regard to building ownership, sitting with legal to clarify</p> <p><b>02 Dec 2024 11:59am</b> Sitting now with the tenant to sign lease.</p>
Council 17/10/2024	Classification and Revocation of a Kerikeri Reserve (Lot 10 DP 62588)	<p><b>RESOLUTION 2024/143</b></p> <p>That Council leave to lie the options below:</p> <ul style="list-style-type: none"> <li>a) approve the initiation of a public consultation process under Section 16 of the Reserves Act 1977 to classify Lot 10 DP 62588 as a Local Purpose (drainage and access) reserve;</li> <li>b) approve the initiation of a public consultation process under Section 24 of the Reserves Act 1977 to revoke areas of reserve underlying an existing retaining wall owned by Woolworths Ltd;</li> <li>c) appoint Bay of Islands-Whangaroa Community Board to hear any submissions received in response to the consultation processes and to make recommendations to the Council in respect of the reserve classification and revocation; and</li> <li>d) that BECA be consulted and provide a report on any implications with the current designation process for the Kerikeri CBD Ring Road.</li> </ul>	<p><b>04 Nov 2024 2:31pm</b> The Bay of Islands Community Board approved the following motion on 24 October 2024:; Alternate Motion 2024/114, a) Endorse the issuance of a LTO to allow remediation of the wall to begin.; b) approve the initiation of a public consultation process under Section 24 of the Reserves Act 1977 to revoke areas of reserve underlying an existing retaining wall.; c) agree to hear any submissions received in response to the consultation processes and to make recommendations to the Council in respect to the revocation.; Staff will prepare a report for the December Council meeting to consider support for the following alternative approach:; 1. A licence to occupy (LTO) to be issued by Council for consent and works purposes, 2. Public consultation to be initiated in 2025 for revocation of areas of reserve underlying the retaining wall.</p>

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		<b>CARRIED</b>	
Council 24/08/2023	Rangitoto Reserve, Mangonui	<b>RESOLUTION 2023/98</b> <b>That Council:</b> a) approve the initiation of a public consultation process under Section 16 of the Reserves Act 1977 to classify Rangitoto Reserve (Allot 71 PSH of Mangonui East) as a Historic Reserve. b) appoint Te Hiku Community Board to hear any submissions received in response to the consultation process and to make recommendations to the Council in respect of the reserve classification. c) staff develop a Management Plan under s41 of the Reserves Act to eradicate the invasive wattle trees and moth plants. <b>CARRIED</b> <i>NOTE: Kahika/Mayor Tepania requests a briefing paper on how many reserves Council has, what their classifications are, how many have reserve management plans and how many can be sold.</i>	<b>24 Apr 2024 10:43am</b> Classification of the reserve will be considered at the May meeting of the Te Hiku Community Board. Further work on the reserve management plan will proceed when cultural values assessments have been received. <b>27 May 2024 12:35pm</b> Further to public consultation, Te Hiku Community Board resolved at the May meeting to recommend that Council classify Rangitoto Reserves as a Historic Reserve. A report will be taken to Council in July for a resolution under the Reserves Act to approve classification. Further to a scope of works and quote, funding has been allocated for initial weed removal works to take place at Rangitoto Reserve this Winter. <b>24 Jun 2024 2:57pm</b> An update will be provided to the August meeting. <b>18 Jul 2024 1:41pm</b> Preparation is being made for public consultation for the reserve management plan. It is expected that a one month consultation period will start in August. <b>27 Aug 2024 8:53am</b> A hapū reference group for the Rangitoto Reserve reserve management plan is being set up with the assistance of Te Hono staff. When consultation messages are agreed with the reference group public consultation will proceed. <b>09 Oct 2024 6:51pm</b> Currently on hold awaiting a meeting with the hapū reference group and relevant staff. <b>22 Oct 2024 10:34am</b> The status of Rangitoto Reserves as a historic reserve was gazetted on 21 October. <b>04 Dec 2024 1:23pm</b> Discussions are continuing with hapu on representation on the hapu reference group.
Council 24/02/2022	Ngakahu Steering Group Update	<b>RESOLUTION 2022/12</b> <b>That Council, in receiving the recommendations from the Ngakahu Steering Group and subject to discussion and</b>	<b>24 Jan 2024 11:02am</b> Awaiting update from Steering Group post 8 November meeting. <b>25 Jan 2024 8:42am</b>

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		<p><b>agreement with the Ngakahu/Ngakohu Whanau Ahuwhenua Trust, agree to;</b></p> <p>a) <b>obtain the processed and analysed data from the Northland Regional Council sonar soundings of the dam, done in 2017.</b></p> <p>b) <b>stage the lowering of the dam water level, beginning with a water level drop of 2 metres, once lowered the water level will be maintained at the lower levels.</b></p> <p>c) <b>staff assist the Ngakahu Steering Group to prepare a report showing a visual presentation, including landscaping, of the preferred option, or options, with a rough order of cost to implement.</b></p> <p>d) <b>and that further recommendations be brought to the 7 April Council meeting.</b></p> <p style="text-align: right;"><b>CARRIED</b></p> <p><u>Note:</u> The Potential Decommissioning of Kauri Creek Dam report from John Duder referenced in the report was commissioned by the Ngakahu/Ngakohu Whanau Ahuwhenua Trust.</p>	<p>Kowhai Deputy Mayor Kelly Stratford: Recommendations from steering group were tabled at November hui, with a decision report on the December agenda (in the minutes). Decommissioning has commenced.</p> <p><b>03 Apr 2024 4:53pm</b>                      Photos supplied from the Project Manager demonstrate significant progress of the decommissioning of the dam, unachievable without the efforts of the Project Manager at significantly less than original price indication. This will result in the LTP budget being removed.</p> <p><b>24 Apr 2024 8:54am</b>                      Works continuing and the project continues to be well managed by the project manager</p> <p><b>03 Jul 2024 12:40pm</b>                      No further update</p> <p><b>02 Aug 2024 11:42am</b>                      The dam has been decommissioned, and the area has been grassed and secured. Rocks have been added to enhance the newly formed streams, and all old debris has been cleared. Rock weirs were created in the old dam floor to further prevent silt from being flushed out of the old dam floor and into the stream. The final stages of the dam project, including tidying up, will resume in dry weather, with some land rehabilitation still left to complete</p> <p><b>05 Nov 2024 3:20pm</b>                      A verbal update was given from the CEO at the 31 October Te Kuaka Te Ao Māori Committee meeting. A briefing paper update was included in the minutes attachments.</p>
Council 11/08/2022	Russell Landfill Options Report	<p><b>RESOLUTION 2022/61</b></p> <p><b>That Council:</b></p> <p>a) <b>approve in principle, the permanent closure of Russell Landfill (Option One).</b></p> <p>b) <b>approve staff commence the resource consent application Northland Regional Council to close the Russell Landfill</b></p> <p>c) <b>request staff bring back to Council the terms of the resource consent and investment required to close the landfill</b></p>	<p><b>24 Jun 2024 2:59pm</b>                      No further update or progress to report</p> <p><b>03 Jul 2024 8:22am</b>                      No change to progress as reported. Boreholes and sensors installed in Apr 24. Investigation works underway, report to follow and budget plus consent will be applied for later this year..</p> <p><b>23 Jul 2024 9:08am</b>                      No updates or progress to report since comment on 3/07/2024</p> <p><b>26 Aug 2024 9:21am</b></p>

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		d) approve staff commence the community consultation process and report to Council the outcome of that consultation  e) delegate to the Chief Executive, or his nominee, the negotiation, agreement and signing of contract variations with Northland Waste Ltd to provide on-going transport and disposal of waste from the Russell facility whilst Council progress the resource consent and consultation process.  <b>CARRIED</b>	CCTV cameras were used to investigate the leachate pipes with in the landfill and the results were informative. it appears much of the leachate issues will be resolved when the final capping is in place. <b>30 Sep 2024 8:55am</b> Pattle Delamore Partners have performed a Geotechnical Slope Stability Assessment on the Russell Landfill and it indicates that the slopes remain stable under both static and seismic conditions and for the upper and lower bound refuse strength parameters. The results are being peer reviewed by NZ Environmental Management. <b>30 Oct 2024 3:55pm</b> no further update form 30/09 <b>04 Dec 2024 10:42am</b> Draft Assessment of Environmental effects has been written by PDP and is currently being reviewed.
Council 12/09/2024	Kororāreka/Russell Placemaking - Traffic Changes Pilot on The Strand	<b>RESOLUTION 2024/126</b>  <b>That Council approve a pilot commencing late 2024 for six-months, during which the use of The Strand is changed to:</b>  <b>Option 3: Essential Vehicle Access Only from Cass Street to Pitt Street with the remainder of The Strand as a Shared Space (Attachment 1 Map 3).</b>  <b>CARRIED</b>	<b>24 Sep 2024 8:48am</b> Project planning is progressing to implement the trial as approved <b>06 Nov 2024 3:19pm</b> Project team are on track to commence the traffic management trial on The Strand from 08 December 2024 for 6 months. <b>03 Dec 2024 10:18am</b> The six month trial period (during which time The Strand will operate as a shared space between Cass Street and Kent Street, and operate as a limited vehicle access road between Cass Street and Pitt Street) is on track to commence on 6 December.
Council 17/10/2024	Te Pātukurea Kerikeri Waipapa Spatial Plan - Public Engagement on Growth Scenarios	<b>RESOLUTION 2024/140</b>  <b>That Council approves public engagement to be carried out on the growth scenarios for Te Pātukurea Kerikeri Waipapa Spatial Plan in November 2024 as set out in this report.</b>  <b>CARRIED</b>	<b>06 Nov 2024 3:00pm</b> Public engagement opened on the 1st of November and will close on the 29th of November. Link is below <a href="https://www.fndc.govt.nz/whats-new/Have-your-say/Te-Patukurea-Kerikeri-Waipapa-Spatial-Plan">https://www.fndc.govt.nz/whats-new/Have-your-say/Te-Patukurea-Kerikeri-Waipapa-Spatial-Plan</a> <b>03 Dec 2024 10:21am</b> Public engagement on Te Pātukurea growth scenarios was completed on task, between 1 and 29 November. Staff are analysing the results of this engagement for the purpose of informing elected members to make a decision on a preferred growth scenario.

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Council 14/11/2024	Review of Development Contributions Policy	<b>RESOLUTION 2024/158</b> <b>That Council:</b> <ul style="list-style-type: none"> <li>a) note, the Development Contributions Policy has been reviewed</li> <li>b) approve, to develop a new development contributions policy for Kawakawa, Kaikohe and Kerikeri by July 2025 and September 2025 for the rest of the district.</li> </ul> <b>CARRIED</b>	
Council 8/08/2024	2024 Local Government New Zealand Annual General Meeting Remits	<b>RESOLUTION 2024/111</b> <b>That Council support the following remits, in order of priority:</b> <ul style="list-style-type: none"> <li>a) Representation Reviews</li> <li>b) Entrenchment of Māori Ward seats for local government</li> <li>c) Local government constituencies and wards should not be subject to referendum</li> <li>d) Good and services tax (GST) revenue sharing with local government</li> <li>e) Appropriate funding models for central government initiatives</li> <li>f) Community Services Card</li> <li>g) Proactive lever to mitigate the deterioration of unoccupied buildings</li> <li>h) Graduate driver licensing system</li> </ul> <b>CARRIED</b>	<b>04 Nov 2024 10:15am</b> No further update at this stage <b>06 Nov 2024 8:40am</b> Communications are expected from LGNZ in early November. It is understood that of the 8 remits submitted for consideration at the AGM, there was just one that was not supported to proceed - Entrenchment of Maori Ward Seats for local Government. This particular remit was initiated by NRC and supported by FNDC at a Zone 1 meeting. More information will be shared with elected members once received from LGNZ.

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Council 14/11/2024	Review of Community Grant Policy 2018	<b>RESOLUTION 2024/157</b> <b>That Council:</b> a) revoke the Community Grant Policy 2018 b) adopt the Community Board Funding Policy 2024 <b>CARRIED</b>	
Council 6/09/2024	Local Government (Electoral Legislation and Māori Wards and Māori Constituencies) Amendment Act	<b>RESOLUTION 2024/118</b> <b>That Council:</b> a) reaffirm its decision previously made on 9 May 2024, alongside Mana Whenua and the community, to retain the Nga Tai o Tokerau Māori Ward; and b) conduct a discriminatory binding poll that is being forced on us against our will with the 2025 local elections on whether Māori Wards will be in place for the 2028 and 2031 local body elections, and c) direct the CEO to explore the legal implications of the Council not holding a discriminatory binding poll alongside the 2025 local body elections and report back to our Te Tiriti centric Te Kuaka - Te Ao Māori Standing Committee by December 2024. <b>CARRIED</b>	<b>09 Oct 2024 6:38pm</b> Legal advice has been received and will be reported to Te Kuaka before December as per the resolution. <b>30 Oct 2024 11:31am</b> Simpson Grierson Legal advice is on the Te Kuaka - Te Ao Māori Committee 31 Oct 2025 agenda (with confirmation that it can be shared in public not public exclusion) and scheduled for the 14 November Council agenda to close the loop.
Council 9/02/2023	Easement On Local Purpose Esplanade Reserve-Wairawarawa Stream	<b>RESOLUTION 2023/5</b> <b>That Council approve the granting of a right of way easement pursuant to section 48(1)(f) of the Reserves Act 1977 on Local Purpose Esplanade Reserve Lot 16 DP 146304 for the purpose</b>	<b>30 Jan 2024 3:30pm</b> Nov 2023 letter of valuation received. Legal Services proceeding to prepare Agreement to Grant Easement for landowners' and lawyer's consideration/review. Once AGE finalised and executed, landowners can apply to NRC for consent, works can commence. Once completed, it can be surveyed and easement plan lodged with LINZ. <b>22 Feb 2024 3:48pm</b>

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		<p><b>of constructing and using a private bridge over the Wairawarawa Stream connecting:</b></p> <ul style="list-style-type: none"> <li><b>i. 2276C State Highway 10 Kerikeri - Lot 1 DP 91402 contained in record of title NA64B/178; and</b></li> <li><b>ii. 15 Conifer Lane Kerikeri - Lot 1 DP 535123 and Lot 14 DP 158690 contained in record of title 884105; and</b></li> <li><b>iii. 2228 State Highway 10, Kerikeri - Lot 1 DP 457586 contained in record of title 593590.</b></li> </ul> <p><b>and that approval is provided subject to:</b></p> <ul style="list-style-type: none"> <li><b>1. NRC granting Resource Consent for construction of the bridge; and</b></li> <li><b>2. public consultation in accordance with sections 48(2), 119 and 120 of the Reserves Act 1977; and</b></li> <li><b>3. compensation being negotiated and finalised in a written Compensation Agreement payable by the landowners to the Council; and</b></li> <li><b>4. Landowners -</b> <ul style="list-style-type: none"> <li><b>a) bearing all costs and disbursements in relation to the required public consultation.</b></li> <li><b>b) if required by law and prior to commencing construction works, seeking relevant consent(s) and / or permits from the Council under Local Government Act 1974, Resource Management Act 1991 and / or Building Act 1991.</b></li> <li><b>c) bearing all legal and survey costs and disbursements in relation to creating and registering the easement instrument on all relevant titles;</b></li> </ul> </li> </ul>	<p>No further update.</p> <p><b>26 Mar 2024 9:24am</b> Status quo.</p> <p><b>23 Apr 2024 3:35pm</b> Status quo.</p> <p><b>15 May 2024 9:09am</b> Still waiting on draft easement agreement from customer. Action is with external party. The benefit of the action is for the external party. If the external party does not complete the action there is no disadvantage to Council.</p> <p><b>24 Jun 2024 2:56pm</b> Same as above. No agreement received from customer as yet.</p> <p><b>23 Jul 2024 1:35pm</b> Landowner has asked FNDC to provide a draft easement agreement. A draft will be provided to the landowner by end of August 2024.</p> <p><b>23 Aug 2024 10:52am</b> Draft agreement is now with FNDC staff. A draft is hoped to have been achieved by end of Sep.</p> <p><b>24 Sep 2024 8:08am</b> As per the above note.</p> <p><b>05 Nov 2024 4:07pm</b> Agreement to grant easement is with the landowner's solicitor. Seeking execution of that agreement by the end of this month (November).</p> <p><b>29 Nov 2024 1:42pm</b> Same as above.</p>



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		d) bearing full responsibility for the construction, maintenance, upkeep, repair, removal of the bridge (if required) during its lifetime, and end of its lifetime; e) the bridge being the landowner's asset, which if abandoned, neglected or on becoming a nuisance of any kind or degree, must be removed or decommissioned and Reserve land remediated to Council's satisfaction; f) indemnifying the Council of all costs, claims and expenses arising from use and operation of the bridge during its lifetime.	
		CARRIED	
Council 11/12/2023	Ngakahu Steering Group Recommendations	<b>RESOLUTION 2023/166</b> <b>That Council:</b> a) confirm that Kauri Dam has not been transferred to any 3 Waters Entity, b) cancel the Ford Repair Agreement, and; c) confirm the Steering Group guidelines covered by Council Resolution 2021/72 CARRIED	<b>10 May 2024 3:44pm</b> The Ford Agreement with the Ngākahu/Ngākohu Trust signed off 6th March, 2024 which then withdrew the need for FNDC to go to Māori Land Court. <b>03 Jul 2024 12:40pm</b> No further update <b>02 Aug 2024 11:36am</b> The dam has been decommissioned, and the area has been grassed and secured. Rocks have been added to enhance the newly formed streams, and all old debris has been cleared. Rock weirs were created in the old dam floor to further prevent silt from being flushed out of the old dam floor and into the stream. There is still a bit of land rehabilitation left to complete. <b>29 Aug 2024 8:39am</b> A verbal update was given at the August Council meeting - The Project Manager has confirmed that the site is now clear of asbestos and that they have received a certificate verifying that there is no asbestos present. <b>07 Oct 2024 9:25am</b> Action reassigned to Ditchfield, Carla by Maheno, Marysa <b>08 Oct 2024 3:39pm</b>

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Meeting	Title	Resolution	Notes
			External advisor engaged to manage PWA process to offer land back where a public work no longer required. Investigation into successors of land prior to public work well underway. <b>23 Oct 2024 4:19pm</b> Expecting a report from external advisor on PWA offer back successors - week of 4 Nov. <b>29 Nov 2024 1:42pm</b> Have received external recommendations. Report going to Council meeting 14 Dec 2024 to outline those recommendations. Land offer back and easement surrender will follow.
Council 12/09/2024	Review of Control of Earthworks Bylaw	<b>RESOLUTION 2024/125</b> <b>That Council:</b> <ol style="list-style-type: none"> <li>approve, under section 158 of the Local Government Act 2002, the Control of Earthworks Bylaw has been reviewed.</li> <li>approve, under section 155(1) of the Local Government Act 2002, that a bylaw is the most appropriate way of addressing problems related to the control of earthworks.</li> <li>approve, under section 155(2) of the Local Government Act 2002, the Control of Earthworks Bylaw:               <ol style="list-style-type: none"> <li>i) is the most appropriate form of bylaw</li> <li>ii) does not give rise to any implications under the New Zealand Bill of Rights Act 1990.</li> </ol> </li> <li>Approve, to continue the Control of Earthworks Bylaw without amendment under section 145 of the Local Government Act 2002.</li> </ol> <p style="text-align: right;"><b>CARRIED</b></p>	<b>03 Oct 2024 1:09pm</b> An Approval to Consult report will be going to Council by the end of the year. I have yet to get dates for consultation due to the changes happening within the engagement team and current scheduling of consultations for the last quarter of 2024. However, engagement have suggested that consultation will be in quarter 1 of 2025. <b>30 Oct 2024 11:24am</b> An Approval to Consult report will be going to Council in December. Dates for consultation are planned for 10 February to 03 March 2025 with any oral submissions to be heard following this consultation period. <b>04 Dec 2024 3:37pm</b> Refer to comment above.

OPEN RESOLUTION REPORT			
Division: Committee: Council Officer:		Printed: Thursday, 5 December 2024 9:23:13 am Date From: 1/01/2020 Date To: 5/12/2024	
Meeting	Title	Resolution	Notes
Council 14/11/2024	Temporary Road Closures - Kaitiāia, Paihia and Kaikohe Christmas Parades	<p>RESOLUTION 2024/159</p> <p>That Council approve the following proposed temporary road closures to accommodate the safe operations of the following Christmas Parades:</p> <p>a) Paihia Christmas Parade;</p> <p>b) Kaikohe Christmas Parade</p> <p><b>CARRIED</b></p> <p><i>Note: Communication team to work with Community Groups to post a comprehensive list of all Far North Christmas parades to post on our website.</i></p>	



**9 TE WĀHANGA TŪMATAITI / PUBLIC EXCLUDED****RESOLUTION TO EXCLUDE THE PUBLIC****RECOMMENDATION**

**That the public be excluded from the following parts of the proceedings of this meeting.**

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

<b>General subject of each matter to be considered</b>	<b>Reason for passing this resolution in relation to each matter</b>	<b>Ground(s) under section 48 for the passing of this resolution</b>
<b>9.1 - Confirmation of Previous Minutes - Public Excluded</b>	s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons  s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities  s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>9.2 - Facilities Management FNDC Swimming Pools</b>	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities  s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>9.3 - Options for the Future of 11 Matthews Avenue, Kaitiāia</b>	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities  s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

	(including commercial and industrial negotiations)	
<b>9.4 - Disposal of land under Public Works Act: the Kaitāia waterwork known as Kauri Dam.</b>	s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>9.5 - Moerewa Storm Water Improvements Contract Award</b>	s7(2)(b)(ii) - 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	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>9.6 - Kaitāia Wastewater Treatment Plant Desludging Procurement</b>	s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>9.7 - Options for Flood Affected Location</b>	s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons  s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>9.8 - Council Public Excluded Open Resolutions Update December 2024</b>	s7(2)(g) - the withholding of the information is necessary to maintain legal professional privilege  s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
<b>9.9 - Committee Recommendations and Resolutions - December 2024</b>	s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

**10 KARAKIA WHAKAMUTUNGA / CLOSING PRAYER**

**11 TE KAPINGA HUI / MEETING CLOSE**