

AGENDA

Ordinary Council Meeting

Membership:

Kahika - Mayor Moko Tepania - Chairperson
Kohepu - Deputy Mayor Chicky Rudkin
Cr Arohanui Allen
Cr Rachel Baucke
Cr Ann Court
Cr Felicity Foy
Cr Hilda Halkyard-Harawira
Cr Tāmati Rākena
Cr Davina Smolders
Cr Kelly Stratford
Cr John Vujcich

Wednesday, 1 April 2026

Time: 10:00 AM

Council Chamber

Memorial Ave

Kaikohe



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

**Far North District Council
Ordinary Council Meeting
will be held in the Council Chamber, Memorial Ave, Kaikohe on:
Wednesday 1 April 2026 at 10:00 AM**

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Far North District Council Values

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

1. **Public interest:** members will serve the best interests of the people within their community, district or region and discharge their duties conscientiously, to the best of their ability.
2. **Public trust:** members, in order to foster community confidence and trust in their Council, will work together constructively and uphold the values of honesty, integrity, accountability and transparency;
3. **Ethical behavior:** members will not place themselves in situations where their honesty and integrity may be questioned, will not behave improperly and will avoid the appearance of any such behavior;
4. **Objectivity:** members will make decisions on merit; including appointments, awarding contracts, and recommending individuals for rewards or benefits.
5. **Respect for others:** will treat people, including other members, with respect and courtesy, regardless of their race, age, religion, gender, sexual orientation, or disability. Members will respect the impartiality and integrity of officials;
6. **Duty to uphold the law:** members will comply with all legislative requirements concerning their role, abide by this Code of Conduct, and act in accordance with the trust placed in them by the public;
7. **Equitable contribution:** members will take all reasonable steps to ensure they fulfil the duties and responsibilities of office, including attendance at meetings and workshops, background reading, attendance at civic events, and participation in relevant training seminars organised by the Council.
8. **Leadership:** – members will actively promote and support these principles and ensure they are reflected in the way in which the Council operates including regular review and assessment.

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

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

Supplementary Reports - distributed under separate cover

- 6.8 [Notice of Motion - Transparency, Accountability, and Governance Oversight of Council Funding and Financial Commitments](#)
- 6.9 [Annual Plan 2026/27](#)
- 6.10 [Te Koukou Committee for Transport and Infrastructure Terms of Reference Membership Updates](#)

Supplementary Public Excluded Reports - distributed under separate cover

- 8.7 [Proposal: Taipā Waste Water Treatment Plant Ponds Desludge](#)

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

5.1 CONFIRMATION OF PREVIOUS MINUTES

File Number: A5633503

Author: Natasha Rmandic, 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 meeting held 05 March 2026 as 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 Council meeting held 11 December 2025 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. Council Minutes 05-03-2026 - A5611173 [↓](#) 

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.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	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 CFO 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, 5 MARCH 2026 AT 10:00 AM**

PRESENT: Kahika - Mayor Moko Tepania, Kohepu - Deputy Mayor Chicky Rudkin, Cr Arohanui Allen, Cr Rachel Baucke, Cr Ann Court, Cr Felicity Foy, Cr Hilda Halkyard-Harawira, Cr Tāmāti Rākena, Cr Davina Smolders, Cr Kelly Stratford, Cr John Vujcich

IN ATTENDANCE: Jessie McVeagh (Kaikohe-Hokianga Community Board Chairperson), Belinda Ward (Bay of Islands-Whangaroa Community Board Chairperson, Bill Subritzky (Te Hiku Community Board Chairperson), Kawiti Waetford – Kaiwhakawhiti Reo – Language Translator

STAFF PRESENT: Guy Holroyd (CEO), Emma Healy (Chief of Staff), Charlie Billington (GM Corporate Services), Ruben Garcia (GM Community and Engagement), Tanya Proctor (Head of Infrastructure), Jacine Warmington (GM Strategic Relationships), Rebecca Rowsell (Senior Solicitor), Hilary Sumpter (GM Delivery and Operations), Rachel Smith (Executive Officer), Myjanne Jensen (Communications Advisor), Aisha Huriwai (Democracy Services Manager), Natasha Rmandic (Democracy Advisor).

1 KARAKIA TIMATANGA / OPENING PRAYER

Kahika - Mayor Moko Tepania commenced the meeting with a prayer.

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

2.1 APOLOGY

RESOLUTION 2026/4

Moved: Kahika - Mayor Moko Tepania
Seconded: Kohepu - Deputy Mayor Chicky Rudkin

That the Far North District Council accepts apologies from Cr Foy and Te Hiku Community Board Chairperson Subritzky.

CARRIED

3 NGĀ TONO KŌRERO / DEPUTATION

- Tyrone Biddle – Petition to address roaming and dangerous dogs in Ahipara (Agenda item 8.1 refers)
- Carbon Neutral Trust (Rolf Mueller-Glode and Inge Bremer) – Greenhouse gas emissions reduction options (agenda item 7.3 refers)

Cr Foy joined the meeting at 10.08 am.

Chair Bill Subritzky 10.12 am joined the meeting (online)

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4 NGĀ KŌRERO A TE KAHIKA / MAYORAL ANNOUNCEMENTS

Acknowledging the newly appointed externals to Committees:

- Graeme McGlenn – confirmed as Te Miromiro Committee for Assurance, Risk and Finance Chairperson;
- Graham Naylor – confirmed as a second, independent member for Te Miromiro Committee for Assurance, Risk and Finance;
- Gordon Shaw – Deputy Chairperson of Te Koekoeā Committee for External Appointments;

Waitai Petera – Te Aupouri rangatira – sat on Te Oneroa-a-Tōhē on behalf of Te Aupouri;

Mayor and Councillor reports published online;

State of the Far North was held 26 February, a recording published today for public viewing;

Maramataka – Rākau Matohi.

8.1 PETITION - PROTECT OUR COMMUNITY AND TAMARIKI: ADDRESS ROAMING AND DANGEROUS DOGS IN AHIPARA

RESOLUTION 2026/5

Moved: Cr Hilda Halkyard-Harawira

Seconded: Cr John Vujcich

That Far North District Council:

a) formally receive the petition “Protect Our Community and Tamariki: Address Roaming and Dangerous Dogs in Ahipara Petition” on behalf of the residents of Ahipara.

AMENDMENT

Moved: Cr Rachel Baucke

Seconded: Cr Felicity Foy

b) request Chief Executive prepare a report outlining options to address roaming and dangerous dogs in Ahipara, including enforcement tools, resources required, and measures to improve community safety.

CARRIED

The amendment then became the substantive motion.

RESOLUTION 2026/6

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Kelly Stratford

That Far North District Council:

a) formally receive the petition “Protect Our Community and Tamariki: Address Roaming and Dangerous Dogs in Ahipara Petition” on behalf of the residents of Ahipara.

b) request Chief Executive prepare a report outlining options to address roaming and dangerous dogs in Ahipara, including enforcement tools, resources required, and measures to improve community safety

CARRIED

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7.3 GREENHOUSE GAS EMISSIONS REDUCTION OPTIONS

Agenda item 7.3 document number A5595398, pages 41 - 50 refers.

MOTION

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Ann Court

That Council adopts :

a) Option 3 - emissions reduction is discontinued & investigate redirecting funding towards adaptation.

In Favour: Cr Davina Smolders

Against: Kahika Moko Tepania, Kohepu Chicky Rudkin, Crs Arohanui Allen, Rachel Baucke, Ann Court, Felicity Foy, Hilda Halkyard-Harawira, Tāmati Rākena, Kelly Stratford and John Vujcich

LOST 1/10

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Ann Court

b) Develop rates reduction policy for areas of indigenous biodiversity that are carbon sinks- such as indigenous bush and wetlands be created for inclusion in the long term plan; and

In Favour: Kahika Moko Tepania, Kohepu Chicky Rudkin, Crs Arohanui Allen, Rachel Baucke, Felicity Foy, Hilda Halkyard-Harawira, Tāmati Rākena, Kelly Stratford and John Vujcich

Against: Crs Ann Court and Davina Smolders

CARRIED 9/2

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Ann Court

c) Investigate the investment in solar infrastructure for our offices and other buildings to enable sustainable power generation and also overall cost savings, as part of this.

In Favour: Kahika Moko Tepania, Kohepu Chicky Rudkin, Crs Arohanui Allen, Rachel Baucke, Ann Court, Felicity Foy, Hilda Halkyard-Harawira, Tāmati Rākena, Davina Smolders, Kelly Stratford and John Vujcich

Against: Nil

CARRIED

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Ann Court

d) Endorse Option 1, the adoption of science-aligned emissions reduction targets to support progress toward the net zero target for FNDC, and

e) Recommend the inclusion of resources and funding for emissions reduction actions within the Long-Term Plan for public consultation.

In Favour: Kahika Moko Tepania, Kohepu Chicky Rudkin, Crs Arohanui Allen, Rachel Baucke, Ann Court, Felicity Foy, Hilda Halkyard-Harawira, Tāmati Rākena, Kelly Stratford and John Vujcich

Against: Davina Smolders

CARRIED

Note: Councillors requested the visibility of costs throughout this process.

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5 NGĀ PŪRONGO / REPORTS

HE PĀNUI WHAKAMŌTINI / NOTICE OF MOTION

5.1 NOTICE OF MOTION - EXTERNAL REVIEW OF RECRUITMENT AND APPOINTMENT PROCESS FOR POSITIONS WITHIN THE MAYOR'S OFFICE

Agenda item 5.1 document number A5554846, pages 6 - 12 refers.

MOTION

Moved: Cr Davina Smolders

Seconded: Cr Rachel Baucke

That the Far North District Council:

1. Notes the recently advertised recruitment for three positions within the Mayor's Office.
2. Requests that an independent external review of the recruitment, shortlisting, and appointment process be commissioned prior to final appointment decisions being confirmed.
3. Directs that the review assess:
 - Whether the recruitment and selection processes are robust, transparent and impartial
 - Whether the process reflects widely accepted standards of merit-based appointment
 - Whether steps have been taken to manage potential conflicts of interest, perceived or actual
 - Whether the process aligns with Council policies, Human Resources best practice, and public expectations for positions funded by ratepayers
4. Requests that the findings of the independent review be reported to the full Council and made publicly available, subject to lawful privacy requirements.
5. Requests that no appointment be finalised until the review findings have been presented to Council.
6. Requests that, where practicable, Council pause final appointments until the review findings are received.
7. If the appointments are made prior to this Notice of Motion being heard or resolved, requires that the external review still proceed and examine the full process retrospectively, with recommendations for improvement (if any) reported to Council.

In Favour: Crs Rachel Baucke, Ann Court and Davina Smolders

Against: Kahika Moko Tepania, Kohepu Chicky Rudkin, Crs Arohanui Allen, Felicity Foy, Hilda Halkyard-Harawira, Tāmati Rākena, Kelly Stratford and John Vujcich

LOST

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

6.1 CONFIRMATION OF PREVIOUS MINUTES

Agenda item 6.1 document number A5526510, pages 13 - 14 refers.

RESOLUTION 2026/7

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr John Vujcich

That Council confirm:

- a) **The minutes of the meeting held 11 December 2025 as a true and correct record;**
- b) **The minutes of the extraordinary meeting held 10 February 2026 as a true and correct record.**

CARRIED

Secretarial note: It was noted that Cr Kelly Stratford's name was highlighted in the minutes and needed to be un-highlighted.

7 NGĀ PŪRONGO / REPORTS

7.1 COMMITTEE TERMS OF REFERENCE MEMBERSHIP UPDATES

Agenda item 7.1 document number A5525608, pages 35 - 40 refers.

RESOLUTION 2026/8

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Tāmati Rākena

That Council approve the following updates to the relevant Committee Terms of Reference and external appointments:

- a) **That Councillor Davina Smolders be appointed to Te Kuaka Committee for Strategic Māori Relationships.**

In Favour: Kahika Moko Tepania, Kohepu Chicky Rudkin, Crs Rachel Baucke, Ann Court, Davina Smolders and John Vujcich

Against: Crs Arohanui Allen, Felicity Foy, Hilda Halkyard-Harawira, Tāmati Rākena and Kelly Stratford

CARRIED

RESOLUTION

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Tāmati Rākena

- b) **That Kohepu-Deputy Mayor Chicky Rudkin and Arohanui Allen be appointed to Te Kūkupa Committee for Strategy, Policy and Regulation, and**
- c) **That the Terms of Reference for Te Huia Executive Review Committee be updated to reflect Kohepu-Deputy Mayor Chicky Rudkin as Chairperson & Kahika Moko Tepania as deputy Chairperson.**
- d) **That Kohepu-Deputy Mayor Chicky Rudkin be appointed as Council's representative**

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with the Lake Ōmāpere Trust.

- e) That Councillor Kelly Stratford be appointed as Council’s representative on the Mangawhai ki Putataua Māori Reserve, Matauri Bay.**
- f) That Kohepu-Deputy Mayor Chicky Rudkin be added to Te Koukou Committee for Transport and Infrastructure.**
- g) That Councillor Kelly Stratford be added to Te Koekoea Committee for Council Controlled Organisations**

In Favour: Kahika Moko Tepania, Kohepu Chicky Rudkin, Crs Arohanui Allen, Rachel Baucke, Ann Court, Felicity Foy, Hilda Halkyard-Harawira, Tāmati Rākena, Kelly Stratford and John Vujcich

Against: Davina Smolders

CARRIED

7.2 SPEED LIMIT CHANGES AT SCHOOLS - SETTING OF SPEED LIMITS RULE 2024

Agenda item 7.2 document number A5523245, pages 4 - 7 of the supplementary agenda refers.

RESOLUTION 2026/9

Moved: Kahika - Mayor Moko Tepania
 Seconded: Cr John Vujcich

That Council:

- a) Seek approval of the Director of Land Transport for speed limit changes at 32 schools across the district as described in the table ‘FNDC 2025/26 Speed Limits Table’ attached to this report (A5484687), and**
- b) delegate authority to the Chief Executive to accept and incorporate any amendments required by the Director of Land Transport as part of the approval process, provided such amendments remain consistent with the intent of the 2024 Setting of Speed Limits Rule.**

In Favour: Kahika Moko Tepania, Kohepu-Deputy Mayor Chicky Rudkin, Crs Arohanui Allen, Rachel Baucke, Felicity Foy, Hilda Halkyard-Harawira, Tāmati Rākena, Davina Smolders, Kelly Stratford and John Vujcich

Against: Nil

Abstained: Cr Ann Court

CARRIED

NOTE: Cr Halkyard-Harawira asked that staff investigate if visits have been made to a number of schools in Te Hiku area during the assessment.

The meeting adjourned at 1:10 pm and reconvened at 1:51 pm part way through debate on this item.

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8 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

8.3 COMMITTEE AND JOINT COMMITTEE MINUTES - JANUARY AND FEBRUARY 2026

Agenda item 8.3 document number A5561024, pages 76 - 77 refers.

RESOLUTION 2026/10

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Kelly Stratford

That Council receive the report Committee and Joint Committee Minutes.

CARRIED

Note: Members noted that there were broken hyperlinks within the report. Members expressed frustration regarding the sound quality for meetings held offsite and asked that this be addressed for future meetings.

8.4 ANNUAL REPORT ON DOG CONTROL 2024/2025 - SECTION 10A DOG CONTROL ACT 1996

Agenda item 8.4 document number A5579424, pages 78 - 86 refers.

RESOLUTION 2026/11

Moved: Cr Kelly Stratford

Seconded: Cr John Vujcich

That the Council receive the report Annual Report on Dog Control 2024/2025 - Section 10A Dog Control Act 1996.

CARRIED

8.2 COMMUNITY BOARD MINUTES

Agenda item 8.2 document number A5560830, pages 60 - 60 refers.

Kahika-Mayor invited each of the Chairpersons to address Council on behalf of their Community Board.

RESOLUTION 2026/12

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr John Vujcich

That Council note the minutes from the following Community Board meetings:

- a) Te Hiku Community Board Meeting held 09 February 2026;
- b) Bay of Islands-Whangaroa Community Board Meeting 12 February 2026;
- c) Kaikohe-Hokianga Community Board Meeting held on 11 February 2026.

CARRIED

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8.5 PUBLIC EXCLUDED

RESOLUTION 2026/13

Moved: Kahika - Mayor Moko Tepania

Seconded: Cr Felicity Foy

That Council moves out of Ordinary (meeting) and into Public Excluded meeting.

a) 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
8.1 - Confirmation of Previous Minutes - Public Excluded	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
Roading Maintenance and Renewals Contract Award	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
Contract Extension	s6(a) the making available of the information would be likely to prejudice the maintenance of the law, including the prevention, investigation, and detection of offences, and the right to a fair trial s7(2)(a) the withholding of the information is necessary to protect the privacy of natural persons, including that of	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

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	<p>deceased natural persons</p> <p>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.</p>	
<p>That Community Board Chairs be permitted to remain at this meeting, after the public has been excluded, because as local leaders elected by their communities they may have local experience that may help inform the council discussions, which will be of assistance in relation to the matter to be discussed.</p> <p>And that Kaiwhakawhiti Reo remain to continue providing interpretation services.</p> <p style="text-align: right;">CARRIED</p>		

9 MEETING CLOSE

The meeting closed at 4.20 pm.

The minutes of this meeting will be confirmed at the Ordinary Council Meeting held on 1 April 2026.

.....
CHAIRPERSON

6 NGĀ PŪRONGO / REPORTS

6.1 ADOPTION OF STATEMENT OF PROPOSAL FOR FEES & CHARGES FOR 2026/27

File Number: A5614417

Author: Angie Thomas, Acting Chief Financial Officer

Authoriser: Ken Macdonald, Chief Financial Officer

TAKE PŪRONGO / PURPOSE OF THE REPORT

To adopt a schedule of fees and charges for the 2026/27 financial year.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Under the Local Government Act 2002 (the LGA), Council is required to review fees and charges annually.
- The adoption of fees and charges must occur prior to the start of the financial year to which they apply.
- In most cases, increases are limited to the Local Government Cost Index (LGCI) inflation factor which is forecast at 2.4% for 2026/27. Exceptions are discussed in this report.

TŪTOHUNGA / RECOMMENDATION

That Council adopts the Statement of Proposal to consult on the Schedule of Fees and Charges for 2026/27.

1) TĀHUHU KŌRERO / BACKGROUND

Council reviews and adjusts its fees and charges on an annual basis.

Although many of our fees and charges may be set by Council resolution under section 150 of the Local Government Act 2002, some must follow a formal process with public consultation in accordance with section 83 (the Special Consultative Procedure or SCP).

We therefore carry out the annual review of fees and charges as follows:

1. A review of fees and charges is conducted and an inflationary adjustment applied to allow for any increases that may affect the goods or service. This review also allows any other fees or charges to be altered, amended or renewed if required. A Statement of Proposal (SOP) is prepared for consultation alongside the proposed schedule of fees and charges. A consultation period of four weeks for written submissions is followed by hearing of verbal submissions (if required) and deliberations. The council will then consider any further changes and adoption of the schedule in June with an enactment date of 1 July 2026.

All adjustments are consistent with Council's decision as part of the Annual Plan 2026/27 to adjust fees annually in line with changing circumstances and specifically in line with inflation. They ensure consistency with the Council's Revenue and Financing Policy.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

In general, fees have been adjusted by inflation (LGCI) which is forecast at 2.4% for the 2026/27 year).

Exceptions are:

- Some fees and infringements are set by statute (e.g. Sale and Supply of Alcohol Act 2012) and are therefore not adjustable.

Inflationary adjustments are proposed for the following (refer to the Schedule of Fees and Charges attachment):

- Dog registrations, other fees, impounding fees
- Building consents
- Vehicle crossing application and inspection fees
- Bylaw enforcement
- Cemeteries
- Environmental health licences
- Fire prevention
- Food act
- Gambling venue fees
- Mobile shop, street stall and hawkers licences
- Alfresco dining
- Leases and licenses of Reserves
- Legal services
- Libraries (organisation borrower)
- Official information – operative District Plan
- Property information - staff time, physical map requests, postponement fees
- Resource consents
- Transport network
- Applications and inspections relating to works on Council infrastructure (stormwater, wastewater and water)

No changes are proposed for the following:

- Hokianga Ferry charges
- Official information - LGOIMA requests, supply of publications, agendas, minutes, photocopying and scanning charges)
- Property information – digital data supply
- Rubbish disposal at transfer stations
- Venues for hire

No change for legislated fees:

- Amusement devices
- Alcohol licencing

The fees and charges recommended for adjustments are detailed below:

Application for resource consent, designation or heritage orders	Current	Proposed	Reasoning
Simple s127 change (minor changes, no parties affected, no engineering assessment)	\$704.00	\$1,000.00	Fee increase. Aligns the deposit with the average cost of processing these applications over the last five years.
Variation/cancellation of consent condition (s127) with engineering	\$1,264.00	\$2,800.00	Fee increase. Word change from Change to variation. Reflects the additional engineering time required for these applications.
Simple Land Use. Single zone rule breach or no Engineering assessment required	\$1,575.00	\$2,500.00	Fee increase. Aligns the deposit with the average cost of processing these applications over the last five years.

Complex Land Use. May include 3waters (water, stormwater, wastewater), earthworks or traffic breaches. Development in Natural Hazard Zones or Flooding and Coastal erosion.	\$2,625.00	\$3,500.00	Fee increase. Aligns the fee with the actual average processing cost and reflects additional specialist review (3 waters, earthworks, hazards etc.) typically required.
Discharge to land (less than 3m ²)	\$2,834.00	\$1,200.00	Fee decrease. Previous fee was significantly higher than actual processing cost, so the fee is being reduced to better match real costs. Additional wording to include (less than 3m ²)
Combined Subdivision and Land Use	\$5,143.00	\$8,000.00	Fee increase. Aligns with average cost of processing these applications over the last five years and reflects the higher average processing time when both consent types are assessed together.
Combined Land Use and Discharge	-	\$3,700.00	New fee. Introduced to cover a common application type previously not specifically listed.
Subdivision 1–4 lots	\$3,044.00	\$5,000.00	Fee increase. Based on working the average cost of a 1-4 lot subdivision over the last five years.
Subdivision 5–8 lots	\$5,038.00	\$6,000.00	Fee increase. Based on working the average cost of a 5-8 lot subdivision over the last five years.
Subdivision 9+ lots	\$6,823.00	\$7,000.00	Fee increase. Based on working the average cost of a 9+ lot subdivision over the last five years.

Limited notification for resource consents, notices of requirement and heritage orders	Current	Proposed	
Land use and subdivision; combined land use and subdivision; notices of requirement; heritage orders; discharge to land	\$5,248.00	\$6,000.00	Fee increase. Aligns deposit with actual costs of preparing and managing notification processes and reduces reliance on additional invoicing.

Hearings	Current	Proposed	Reasoning
Hearing for Limited or Public Notified application	\$2,028.00	\$10,000.00	New fee. Hearings are significantly more expensive than the current deposit, often involving commissioners, legal advice, and multiple staff. The higher deposit

			better reflects real costs and reduces the risk of unpaid invoices.
Hearing for Objections to Conditions	\$2,028.00	\$2,077.00	New fee. Updated to reflect current processing costs.

Monitoring	Current	Proposed	Reasoning
Monitoring of Resource Consent conditions. This may include site inspections and/or desktop checks to deem compliance.	\$403.00	Actual costs	Fee change to actual costs. Monitoring work varies widely depending on the consent. Charging actual costs ensures applicants only pay for the monitoring actually required.
Monitoring of Permitted Activities under s180 of the Planning Act 2026		Actual costs	New fee. Introduced to support new legislative requirements under the Planning Act.

Approvals and certificates – instalment	Current	Proposed	Reasoning
Sec 221 (consent notice), Sec 222 (completion), Sec 223 (survey plan)	\$274.00	\$281.00	Removal of Sec 221 (consent notice) wording. Fixes a technical error in the existing schedule.
224(c) Certificate – no engineering conditions (Includes s221 Consent Notice) <i>Note: Your certificate will not be issued until all previous invoices relating to the underlying consent have been paid (SUB, COM, EPA etc.)</i>	\$642.00	\$657.00	Fixes a technical error in the existing schedule. Additional wording of (Includes s221 Consent Notice). Note: Your certificate will not be issued until all previous invoices relating to the underlying consent have been paid (SUB, COM, EPA etc).
224(c) Certificate – with engineering conditions (Includes s221 Consent Notice) <i>Note: Your certificate will not be issued until all previous invoices relating to the underlying consent have been paid (SUB, COM, EPA etc.)</i>	\$1,192.00	\$1,221.00	Fixes a technical error in the existing schedule. Additional wording of (Includes s221 Consent Notice). Note: Your certificate will not be issued until all previous invoices relating to the underlying consent have been paid (SUB, COM, EPA etc).
Deemed permitted boundary activities and deemed permitted marginal or temporary activities	\$504.00	\$600.00	Fee increase. Based on the average cost of a Deemed permitted boundary/marginal/temporary application over the last five years.
Creation of right-of-way under Sec 348 Local Government Act	Actual costs	\$500.00	Fee change from Actual costs to \$500. Provides an upfront deposit to reduce Council’s exposure to unpaid processing costs.
Engineering Plan Approvals (RMAEPA)	\$385.00	\$500.00	Fee increase.

			Reflects the actual cost of engineering review and approval.
Approvals and certificates - instalment	Current	Proposed	Reasoning
Pre-lodgement, pre-application, concept development (first 30 min free)	\$345.00	\$353.00	Reflects the average staff time required to prepare and attend these meetings. Removal of, first 30 minutes no charge.
Other Approvals, Certificates & Fixed Fees	Current	Proposed	Reasoning
Section 139 Certificate of Compliance, Section 139(A) Existing Use Certificate	\$1,339.00	\$1,500.00	Fee increase. Reflects the average processing cost of these applications (s139 and 139A) over the last five years.
Certificate of Permitted Activity Under s180 of the Planning Act 2026. Actual processing costs will be calculated and invoiced once the certificate has been issued.		\$516.00	New fee. Introduced to support the new planning legislation replacing parts of the RMA.
Liquor Compliance Certificate	Current	Proposed	Reasoning
Certificate of Compliance Liquor application. Actual processing costs will be calculated and invoiced once the certificate has been issued.	\$490.00	\$502.00	Additional wording to reflect actual process. Actual processing costs will be calculated and invoiced once the certificate has been issued.
Hourly Processing Charges	Current	Proposed	Reasoning
Principal Planner, Team Leader Resource Consents Engineering and Manager Resource Consents	\$221.00	\$226.00	Provides clearer descriptions of staff roles associated with each hourly rate. Team Leader Resource Consents Engineering role added.
Team Leader Resource Consents	\$210.00	\$215.00	Provides clearer descriptions of staff roles associated with each hourly rate. Resource Consents title added to Team Leader.
Technology Fee (Per RMA Application)		\$120.00	New fee. Helps recover the cost of digital systems used to process and manage consent applications. New fee.
Vehicle crossings	Current	Proposed	Reasoning
Vehicle crossing application and vehicle crossing inspection fee (Includes first initial site visit and application fee) . A further two inspections are required (pre-pour and final inspections \$277)	\$308.00	\$450.00	Fee increase. Aligns with the average cost of processing and inspecting vehicle crossings.

per inspection). Any additional inspections will be charged separately (\$277 per inspection)			Removal of wording, (Includes first initial site visit and application fee. Change from \$205 to \$277. Moved from Building Consents to Resource Consents.
Vehicle crossing inspection fee	\$205.00 (per inspection)	\$277.00	Reflects actual inspection costs. Moved from Building Consents to Resource Consents.
Re-application fee for expired approvals	\$79.00	\$81.00	No longer required administratively. Moved from Building Consents to Resource Consents.

Other fees and charges 2026/27 amendments

The majority of fees and charges have been adjusted by a 2.4% inflationary increase, unless set by legislation etc:

Rubbish Disposal at Transfer Stations

Rubbish at transfer station	Current	Proposed	
Per bag (standard 65L)	\$3.00	\$4.00	To align with Government imposed charges, operational costs and compliance requirements.
Oversized bag (130L)	\$6.00	\$7.00	To align with Government imposed charges, operational costs and compliance requirements.
Wheelie bin (240L)	\$11.00	\$12.50	To align with Government imposed charges, operational costs and compliance requirements.
Loose material per m ³	\$46.00	\$52.00	To align with Government imposed charges, operational costs and compliance requirements.
Compacted material per m ³	\$74.50	\$84.00	To align with Government imposed charges, operational costs and compliance requirements.

Building Consents

This has been moved from Building Consents to Resource Consents.

Vehicle crossings	Current
Vehicle crossing application and vehicle crossing inspection fee (Includes first initial site visit and application fee). A further two inspections are required (pre-pour and final inspections \$205 per inspection). Any additional inspections will be charged separately (\$205 per inspection)	\$308.00
Vehicle crossing inspection fee	\$205.00 (per inspection)
Re-application fee for expired approvals.	\$79.00

Libraries

Borrowing	Current	Proposed	
Organisation borrower (limited users)	\$33.00	\$0.00	To be removed as this fee has not been used in 5 years
Replacement borrower card	\$2.20	\$2.00	Minor change
Inter-loan search	From \$6	From \$10.00	Due to increased postage charges
Book repairs	From \$5.30	From \$5.50	Minor change

Monitoring and Compliance

Monitoring and Compliance fees	Current	Proposed	
Monitoring fee – monitoring of resource consents, this may include site visit(s) and/or desktop assessment.		Actual Costs where site visits are required.	New fee. This is now separated into actual costs, where a site visit is required to monitor the conditions. Previously applicants were paying a flat fee of \$403 for up to 2 site visits. Several elements of the Resource consent may only require the customer to send things to Council, or can be confirmed via a desktop assessment.
The cost of staff time and expense associated with investigation, remediation (if necessary), and complaints can be recovered for significant non-compliance with the District Plan, Resource Consents or other legislation, or for repeat offending where environmental impacts are considered to be more than minor.		Actual and reasonable costs based on officers' hourly charge out rate.	New fee. The actual and reasonable costs of significant or complex investigations can be recovered as administrative costs under Section 36 of the Resource Management Act where significant Council Officer time is required to remedy breaches and ensure compliance with the RMA and/or District Plan or other legislative requirements. The purpose is to disincentivise people from committing breaches of their Resource Consent or, when they do, quickly remedying them and not requiring Council staff to spend significant amounts of time investigating and ensuring compliance.
Compliance Manager - per hour	\$236.00	\$242.00	Moved from Building Consents hourly rates.

Monitoring and Compliance Officer - per hour	\$163.00	\$167.00	Moved from Resource Consents Planning Technician and Monitoring Officer Hourly processing changes.
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Certificates, license and permits

Environmental health licenses	Current	Proposed	
Health (mortuaries and septic tank cleaners) This fee covers the cost of processing the application. New applications are reviewed by building, planning, and environmental health teams to ensure all requirements are met. If requirements are not met, additional fees may apply for planning and building teams additional processing time.	\$366.00	\$375.00	Removed wording Campgrounds

Food Act	Current	Proposed	
Food Control Plan (FCP)			
Template FCP registration <i>Application for new registration of FCP (fee includes up to 2.75 hours of processing time, supply of thermometer and printed food safety plan).</i>	\$325.00	\$350.00	Change aligns with inflation and in line with other Council's (WDC and KDC) fees. Additional wording to reflect actual process. <i>Application for new registration of FCP (fee includes up to 2.75 hours of processing time, supply of thermometer and printed food safety plan).</i>
Thermometer	\$32.00	\$35.00	Aligns with other Council's (WDC and KDC) fees.
Additional food control plan document and record blanks	\$30.00	\$45.00	Additional wording and record blanks.
Additional processing time <i>Fee for additional time for processing the application.</i>	\$163.00	\$168.00	Description added. Fee for additional time for processing the application.
FCP verification fixed fee <i>Verification including site visits and compliance checks with FCP (includes up to 3.5hrs of processing and travelling time).</i>	\$569.00	\$595.00	Change aligns with inflation and in line with other Council's (WDC and KDC) fees. Description added. Verification including site visits and compliance checks with FCP (includes up to 3.5hrs of processing and travelling time).

Failure to attend scheduled verification	\$163.00	\$249.50	Many operators do not show up onsite for their verification which results in loss of time and impacts the officers work plan. This fee would act as a deterrent for operators and prevent them from doing this.
Proposed New Fees	Current	Proposed	
Corrective action follow up		\$249.50	To cover actual time to follow up on a CAR. Aligns with other Council's (WDC and KDC) fees. Where the verification results in the issue of a Corrective Action Request (CAR) that requires a return visit, this is follow-up visit to check remedial actions and every additional visit is subject to additional compliance and monitoring fees.
Cancellation of scheduled verification less than 24 hours notice		\$168.00	To cover actual time where a verification has been cancelled at short notice. Many operators cancel the verification within 24 hours' notice which impacts the officers work plan for the week, this would act as a deterrent for operators and prevent them from doing this.
Replacement laminated certificate		\$20.00	New fee – covers actual costs involved with providing a replacement certificate. Many operators request another copy of their registration certificate because they have misplaced their original one or damaged it.
Complaint driven investigation resulting in enforcement <i>Justified complaint requiring investigation by FSO.</i>		\$250.00	Aligns with other Council's (WDC and KDC) fees. Additional description: Justified complaint requiring investigation by FSO.

National Programme (NP)	Current	Proposed	
NP registration	\$263.00	\$300.00	Aligns with other Council's re: same processing time. Actual costs.
NP renewal (renewal required every 2 years)	\$150.00	\$197.00	Aligns with other Council's re: same processing time. Actual costs.

Failure to attend scheduled verification	\$163.00	\$249.50	Many operators do not show up onsite for their verification which results in loss of time and impacts the officers work plan. This fee would act as a deterrent for operators and prevent them from doing this.
Proposed new fees	Current	Proposed	
NP verification fixed fee - NP1 (2.5 hours of processing and travelling time)		\$406.00	Change aligns with inflation and in line with other Council's (WDC and KDC) fees.
NP verification fixed fee - NP2 (3.5 hours of processing and travelling time)		\$525.00	Change aligns with inflation and in line with other Council's (WDC and KDC) fees. NP2 and 3 take longer processing time so actual costs is more.
NP verification fixed fee - NP3 (3.5 hours of processing and travelling time)		\$525.00	Change aligns with inflation and in line with other Council's (WDC and KDC) fees. NP2 and 3 take longer processing time so actual costs is more.
Cancellation of scheduled verification less than 24 hours notice		\$168.00	Many operators cancel the verification less than 24 hours' notice which impacts the officers work plan for the week, this would act as a deterrent for operators and prevent them from doing this.
Corrective action follow up		\$249.50	Aligns with other Council's (WDC and KDC) fees. Where the verification results in the issue of a Corrective Action Request (CAR) that requires a return visit, this is follow-up visit to check remedial actions and every additional visit is subject to additional compliance and monitoring fees.
Complaint driven investigation resulting in enforcement <i>Justified complaint requiring investigation by FSO.</i>		\$250.00	Aligns with other Council's (WDC and KDC) fees. Additional description: Justified complaint requiring investigation by FSO.

Licensed Fish Receivers

As per clause 8 of The Maritime Facilities Bylaw regarding Commercial Operators:

Clause 8(2) All Commercial Operators must pay any applicable Fees for the use of Maritime Facilities, including moorings, as set out in the Council's Fees and Charges Schedule. This may

include fees for specific types of activities or operations that may be carried out by Commercial Operators.

Clause 8(3) No Commercial Operator may use any Maritime Facilities unless they have paid the required Fees under clause 8(2) of this Bylaw.

Clause 8(4) The above clauses shall have no effect if the Council has not included Fees for the use of Maritime Facilities by Commercial Operators within the Council's Fees and Charges Schedule.

This bylaw came into force on 13 February 2025.



TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

The reason for the recommendation is to ensure an adopted schedule of fees and charges is in place prior to the start of the 2026/27 financial year.

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

Forecast revenue from the Schedule of Fees and Charges for 2026/27 is recognised in the budget adopted as part of the Annual Plan for 2026/27.

ĀPITIHINGA / ATTACHMENTS

1. **Licensed Fish Receivers - A5643724**  
2. **Fees & Charges Schedule - (under separate cover)**

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.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	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.	Local Government Act, Resource Management Act
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.	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.	No specific 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).	No specific demographic identified.
State the financial implications and where budgetary provisions have been made to support this decision.	The proposals outlined are in intended to meet the funding arrangements specified in the Revenue and Financing Policy. Adjustments as proposed support cost recovery intentions for the relevant activities.
Chief Financial Officer review.	The Chief Financial Officer has reviewed this report.

Proposed Schedule of Fees 2025/2026					
Licensed Fish Receivers Commercial Use of Recreational Maritime Facilities					
Current	Inc GST	Proposed	Inc GST	Proposed	
Wet fish	\$24.84 / tonne	Wet fish	\$49.68 / tonne	Commercial Ramp Use	(incl. GST)
CRA/PHC	\$99.36 / tonne	CRA/PHC	\$198.72 / tonne	Hour use	\$30.00 or part thereof
Oysters	Nil / tonne	* Oysters	* / tonne	Monthly licence	POA
Mussels	Nil / tonne	* Mussels	* / tonne	Annual licence	POA
				(Use by application to Far North Holdings Limited. Provision needed for health and safety assessment, site management, insurance, and ramp suitability. Online application. Frequency of use/nature of use will determine the fee charged)	
Plant					
Heavy boat haulage	POA			Commercial Berth Use (overnight)	
Hi-ab	POA			Vessel < 20 metres	\$86.25 Inc GST
Commercial barge	POA			Vessel > 20 metres	\$149.50 Inc GST
Tourism (TFF)					
Charter/Tourism vessel	< 20 pax MSA survey \$178.25 Inc GST				
Charter/Tourism vessel	> 20 pax MSA survey \$247.25 Inc GST				
Ferry/Passenger vessel	\$284.05 Inc GST				
* Oysters – TBA. An alternative model would be a ramp-use fee					
* Mussels - cents/line metre – fee established via the Marine Farming Association, amended annually					

6.2 LOCAL GOVERNMENT REFORM PROGRAMME**File Number: A5619316****Author: Roger Ackers, Head of Strategic Reform Initiatives****Authoriser: Guy Holroyd, Chief Executive Officer****TAKE PŪRONGO / PURPOSE OF THE REPORT**

To seek a decision from Council on whether to participate in the proposed Northland Local Government Reform programme, including approval of the staged approach, governance arrangements, indicative timeline, and associated budget provisions, as considered by the Northland Mayoral Forum on 27 February 2026.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- In November 2025 the government released a discussion document setting out draft proposals for reform of local government with the aim of simplifying the system. The reform proposals provide for interim governance arrangements and a process for each region to develop a Regional Reorganisation Plan (RRP), which sets out bespoke local government arrangements in each region.
- Following discussion at Northland Forward Together (December 2025), the Chief Executives Forum and the Mayoral Forum, as well as engagement with the Minister for Local Government, on 5 February 2026 Northland councils publicly confirmed a shared position that local government reform should be progressed through a “By Northland, For Northland” approach.
- Proceeding with this approach allows us to proactively advance the future of regional governance in Northland, with the aim of delivering material benefit to services and outcomes achieved through local government.
- This approach was further considered at the Mayoral Forum on 27 February 2026 where members agreed to take the proposal to establish a Local Government Reform programme to their respective councils for consideration.
- This report recommends that council approve the following:
 - Governance arrangements and programme structure for a Local Government Reform Programme.
 - Draft Terms of Reference for the proposed Governance Steering Group and External Advisory Group to oversee a Local Government Reform Programme.
 - A placeholder budget for a Local Government Reform Programme for the remainder of the 25/26 Financial Year and the 26/27 Financial Year.
 - An indicative timeline that, subject to detailed planning, could allow for a new governance structure(s) to be in place ahead of the October 2028 local government elections.

TŪTOHUNGA / RECOMMENDATION**That the Far North District Council:**

- a) **Approves the establishment of a staged programme for Local Government Reform as set out in this report.**
- b) **Approves the governance structure set out in this report, including the establishment of a Local Government Reform Steering Group and External Advisory Group.**
- c) **Endorse the Mayor of Whangārei District Council as Chair of the Local Government Reform Steering Group.**
- d) **Nominates the Mayor and councillors _____ and _____ as members of the Local Government Reform Steering Group.**

- e) **Approve the Draft Terms of Reference for the Local Government Reform Governance Steering Group (Attachment 1).**
- f) **Approve the Draft Terms of Reference for the Local Government Reform External Advisory Group (Attachment 2).**
- g) **Approve the indicative timeline set out in this report, which subject to detailed planning once the programme is established, would enable a new governance structure(s) to be in place for the October 2028 local government election.**
- h) **Approve the allocation of \$31,250 to meet FNDC’s share of programme costs for the remainder of the 2025/26 financial year.**
- i) **Approve the allocation of \$250,000 to meet the placeholder budget of \$1,000,000 in its 2026/27 Annual Plan, noting that this amount is indicative only and subject to further detailed planning and refinement.**
- j) **Agree to proceed with the proposed programme and to fund a third of the costs, as outlined in this report, rather than a quarter if only three Northland councils are participating.**
- k) **Agree that the programme approach needs to be reviewed if fewer than three Northland Councils agree to proceed with the programme as proposed.**

1) TĀHUHU KŌRERO / BACKGROUND

In November 2025 the government released a discussion document setting out draft proposals for reform of local government. The primary objective (as per the Regulatory Impact Statement) is to initiate a locally led process to simplify and streamline local government structures and service delivery, in a way that supports the implementation of resource management reforms.

The draft proposal was to remove regional councillors and establish a Combined Territories Board (CTB) of Mayors. There would potentially also be a role for a Crown Commissioner on the CTB. The CTB would, among other things, need to develop a Regional Reorganisation Plan (RRP) with a recommended delivery model for council services across the region within two years of being established.

Following discussion at Northland Forward Together (December 2025), the Chief Executives Forum and the Mayoral Forum, and engagement with the Minister for Local Government, on 5 February 2026 Northland councils publicly confirmed a shared position that local government reform should be progressed through a “By Northland, For Northland” approach.

The matter was further considered at the Mayoral Forum on 27 February 2026 where the establishment of a local government reform programme, including a recommended governance and programme structure, indicative project timeline and budget was endorsed for consideration by each council.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

If the programme moves forward as proposed in this report it is critical that a clear perspective on what is important and what the Northland Councils want to achieve from local government reform is developed at a programme level across the councils.

A key framing of the proposed approach is that it is ‘By Northland, For Northland’ and proactively advancing the future of regional governance in Northland.

Further to this, the opportunity to provide better outcomes for Northland is the fundamental driver. Local government reform provides an opportunity to review existing local government arrangements with the aim of delivering better outcomes for Northland. Proposed objectives, which can be refined over time, include to:

- provide material benefit to services and outcomes delivered - including greater affordability, effectiveness and operational efficiency;
- improve local representation - fair and effective representation of communities of interest across all of Northland;

- ensure roles and delivery are at the right scale for efficient and effective system performance and outcomes;
- enable effective and visible regional leadership and governance for Northland; and
- provide financially sustainable delivery of quality services into the future.

Staged Approach

It is recommended that the programme be staged based on key decision points to ensure that checks and balances are in place before progressing to next steps. Key decisions would be referred to each council for consideration before progressing (e.g. approval to consult on a draft RRP and recommendations to the Local Government Commission / Minister). Timeframes are indicative, and subject to detailed programme planning in Stage 3.

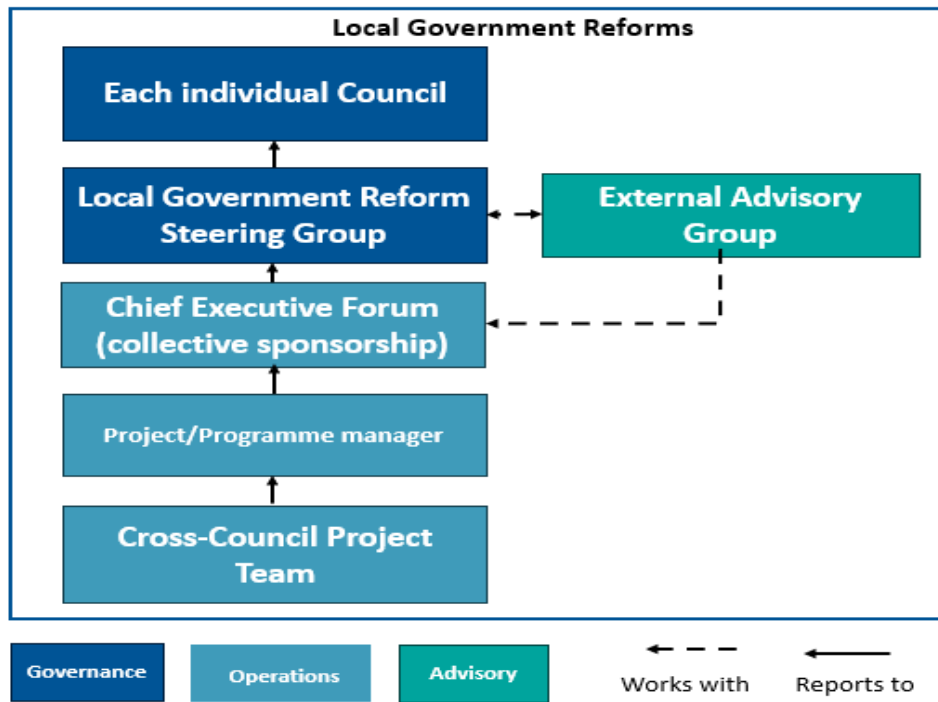
Proposed stages and indicative timeframes are summarised below:

- Stage 1 (completed) - Early engagement, regional alignment, and council submissions on the draft reform proposals, including confirmation of a shared position that reform should be progressed through a “By Northland, For Northland” approach (December 2025 – February 2026).
- Stage 2 (in progress) - Establishing the governance and advisory arrangements, programme structure, indicative timeline and provisional budget (February – April 2026).
- Stage 3 – Implement and resource the programme structure, detailed project planning and resourcing, including approaches to iwi, hapū and community participation (April – June 2026).
- Stage 4 - Assessment of current state and options for future delivery models, including stocktake of services, functions and structures and options analysis (June – December 2026).
- Stage 5 - Preferred option and draft Regional Reorganisation Plan and supporting evidence (including representation review and assessment against legislative requirements) (December 2026 to February 2027).
- Stage 6 – Engagement and public consultation on draft RRP and representation review (February to May 2027).
- Stage 7 – Consider feedback and finalise and submit Northland’s recommended RRP (including supporting evidence) to Minister / Local Government Commission (June to September 2027).
- Stage 8 – Local Government Commission / Ministerial decision and (subject to approval) establish transition body (October 2027 – February 2028).
- Stage 9 - Establish governance and administrative arrangements to ensure a functioning local government entity/entities capable of meeting statutory, governance, and operational requirements is in place ahead of the election (February to October 2028).
- Stage 10 - Local Body Elections in Northland (September to Saturday 14 October 2028).
- Stage 11 – Full execution of the Transition Plan and Implementation Scheme (November 2028 onwards).

Recommended Governance structure and draft terms of reference

At the meeting of 27 February 2026, the Mayoral Forum considered and endorsed for consideration by each council the programme structure outlined below, and Draft Terms of Reference for the Local Government Reform Steering Group and Local Government Reform External Advisory Group.

The recommended programme governance and operational structure are set out below.



Local Government Reform Steering Group

It is recommended that the programme be overseen by a Local Government Reform Steering Group made up of the Mayors and NRC Chair plus two elected members from each council, and one representative from the Department of Internal Affairs (a total of 13 members).

The core role of this group is to provide collaborative, strategic oversight and regional leadership. It is not proposed that this group has delegated decision-making powers but would make recommendations as required to participating councils on Regional Reorganisation Plans and next steps. It is proposed that the Mayor of Whangārei District Council act as Chair of the Local Government Reform Steering Group. Draft Terms of Reference for the Local Government Reform Steering Group are set out in Attachment 1.

It is recommended that the Steering Group Terms of Reference now be approved and that Council, via this report, nominate the two elected members to accompany the Mayor on this Steering Group.

Local Government Reform External Advisory Group

It is recommended that the programme be supported by an External Advisory Group (EAG) that would provide independent advice for the programme and support the Local Government Reform Steering Group to develop a robust proposal and evidence base for local government reorganization that meets central government and Northland’s objectives and quality standards.

It is proposed that four members be appointed through a transparent, merit-based process that ensures the right balance of independence, skills and expertise, and that the Mayor of Whangārei District Council be appointed as an observer to the group. It is not proposed that the EAG have delegated decision-making powers. Draft Terms of Reference for the External Advisory Group are set out in Attachment 2.

It is recommended that the EAG Terms of Reference now be approved.

Programme support

It is recommended that the programme be supported by a dedicated programme manager and cross-council project team, reporting to the Chief Executive’s Forum. The Chief Executive’s Forum will provide operational oversight, resourcing, and the link between governance and operations, and report to the Local Government Reform Steering Group. The programme manager would be appointed by the Chief Executive’s Forum and would provide project management and reporting functions. The cross-council project team would be made up of staff from each council (membership to be confirmed) and would implement the project plan and provide technical data and analysis. The

appropriate balance between internal and external capacity to resource the programme will be determined during stage 3 (detailed programme planning).

Iwi, hapū and community participation

Iwi, hapū and community participation is an important consideration for the project and reflects the role of Māori as tāngata whenua alongside the wider community. Engagement with relevant iwi, hapū and community groups can support informed decision-making by providing local context, perspectives, and insights that contribute to durable and well-supported project outcomes.

As part of Stage Three project planning and resourcing, approaches to iwi, hapū and community participation will be assessed as a key element of the work programme. This assessment will propose, as an outcome of Stage Three, any necessary refinements to governance, advisory, and engagement arrangements in place or in development, to ensure iwi, hapū and community perspectives are appropriately captured and inform the Local Government Reform programme.

Option One: Council approves the Local Government reform program

Council approves the Local Government reform programme and associated recommendations (relating to the programme structure, indicative timeline, provisional budget, terms of reference and nominates council steering group members)

Advantages

- Council will have a proactive role in developing a Regional Reorganisation Plan in collaboration with other participating councils.
- A Far North District Council perspective will add knowledge and expertise to the process.

Disadvantages

- Costs and resourcing / staff and elected member time required.

Option Two: Council does not approve the Local Government reform programme and associated recommendations

The Far North District Council elects not to participate in the regional programme.

Advantages

No costs or demand on staff / councillor time or other council resource.

Disadvantages

- The process will lack a Far North District Council perspective, knowledge and expertise
- Signals that Northland councils are not unified or aligned on reforms (contrary to previous public statements)
- The perception that council does not have an interest in improving local government system in Northland.

Risk Management

A programme of this significance on the proposed timeframes is a significant undertaking for Northland Councils and presents several risks - as well as opportunities. The programme will establish robust risk management processes. An initial assessment of risks is presented below.

Risk Description	Likelihood	Impact	Potential Mitigation/Control
Central government decisions on LG reform (e.g. local government functions, and CTB establishment) could impact the programme	High	High	<ul style="list-style-type: none"> - Regular engagement with key officials and Ministers - Initial stages of project are preparatory and advisory (no regrets) - Agile programme approach enables adaptation if necessary as national settings become clear.

Risk Description	Likelihood	Impact	Potential Mitigation/Control
Delays establishing governance or work programme impact on timeline	High	High	<ul style="list-style-type: none"> - Early testing and approval, clear milestones, regular reporting,
Inconsistent council engagement or commitment	High	High	<ul style="list-style-type: none"> - Agreed roles, responsibilities, and protocols endorsed by CE Forum, recognising capacity constraints
Inadequate engagement of iwi and hapū	High	High	<ul style="list-style-type: none"> - Stage 3 prioritises gaining agreement on approach to engagement
Misalignment with new Resource Management (RM) system implementation (e.g. functions, resourcing)	Medium	High	<ul style="list-style-type: none"> - Aligned reporting through CE Forum - Identify and manage interdependencies
Process does not meet legislative requirements and is not approved	Medium	High	<ul style="list-style-type: none"> - Align with legislative requirements - Ensure process is sufficient
Rushed process does not bring community along	High	High	<ul style="list-style-type: none"> - Early engagement plan - Thorough consultation that meets legislative requirements - Adequate resourcing of comms and engagement
Capacity constraints across councils (including RM Reform and the implementation of LWDW) impact delivery	High	High	<ul style="list-style-type: none"> - Early decision to set up project run with sufficient external capacity. - CE oversight of work programmes to manage dependencies and risks
Programme delays mean that new governance is not in place ahead of the 2028 elections	High	High	<ul style="list-style-type: none"> - Resource the project from the start - Immediate request to central government for funding support - Work closely with central government so approval process is resourced and not delayed. - Procure external and professional services as soon as possible. - Regular governance meetings and report backs to councils. - Consider case to advocate for a four-year term.
Procedural / legal challenge risk increased due to pace of work	Medium	High	<ul style="list-style-type: none"> - Early legal assurance and disciplined records management. - Ensure statutory processes are followed precisely. - Avoid substantive commitments ahead of triggers. - Embed quality assurance at each decision gate.

TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

Option One is recommended as it ensures that the Far North District Council plays an active part in

- shaping the reform discussions
- maintaining regional alignment, and
- ensuring that future decisions affecting the district are informed by robust analysis, governance oversight, and local context, while preserving Council's authority over all subsequent decisions.

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

A placeholder programme cost, and resourcing has been estimated for the remainder of this financial year at a total of \$125,000 (\$31,250 from each council). For the Far North District Council this contribution is proposed to be funded from unspent professional services budgets in the 2025/26 Financial Year. This will support the setup of the EAG, and initial programme planning and analysis.

A placeholder budget of \$1,000,000 has been estimated for 2026/27 Financial Year based on the stages of the project anticipated to fall in that period. It is expected that this will be funded by \$250,000 from each council. The Far North District Council will consider this as part of the annual plan process. These are placeholder budgets and should council decide to proceed a more detailed programme budget will be prepared during Stage 3.

Any further programme costs to enable the programme to gain Government decision on the final form of local government arrangements will be subject to LTP decisions. Beyond that, transition and implementation costs depend on the final form of local government arrangements once approved by the Government. The costs (and benefits) of shifting to different forms of local government will be estimated as the options are assessed and the Regional Reorganisation Plan is developed.

ĀPITIHINGA / ATTACHMENTS

1. **Attachment 1 Terms of Reference Local Government Reform Steering Group - A5644625** [↓](#) 
2. **Attachment 2 Terms of Reference Local Government Reform External Advisory Group - A5644626** [↓](#) 

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.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
<p>State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy</p>	<p>Staff Assessment: Medium significance.</p> <p>While this decision does not approve any specific reform outcome or structural change, it is strategically significant. It commits FNDC to participation in a staged Local Government Reform programme, establishes governance arrangements, and makes indicative financial provision. Any future decisions with high significance (including structural change, reorganisation proposals, or statutory consultation) will be subject to separate Council decisions and engagement processes.</p>
<p>State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.</p>	<p>Legislation</p> <p>Local Government Act 2002 (sections 10, 14, Part 3, sections 76-82)</p> <p>Local Government Official Information and Meetings Act 1987</p> <p>Relevant future legislation arising from the Government's Simplifying Local Government Reform programme</p> <p>Council frameworks and policies</p> <p>FNDC Significance and Engagement Policy</p> <p>Long Term Plan 2024–2034 (governance, financial sustainability, and service delivery outcomes)</p> <p>Triennial Agreement between Northland councils</p> <p>Te Kūkupa Committee Terms of Reference (strategic oversight and reform alignment)</p> <p>This decision aligns with Council's role in providing good-quality local infrastructure, public services, and democratic decision-making, and in proactively managing the implications of national reform on local outcomes.</p>
<p>State whether this issue or proposal has a District wide relevance and, if</p>	<p>District-wide relevance: Yes.</p>

<p>not, the ways in which the appropriate Community Board’s views have been sought.</p>	<p>Local Government Reform has potential implications for governance arrangements, representation, service delivery, financial sustainability, and regulatory functions across the entire Far North District.</p> <p>At this stage, the decision relates to participation in a regional programme and does not involve decisions that directly affect service levels or local outcomes.</p> <p>Community Board views will be sought at later stages if and when proposals with direct local impacts are developed.</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>This decision recognises Māori as tāngata whenua and acknowledges that Local Government Reform may have implications for governance arrangements, representation, and the Crown–local government–iwi relationship.</p> <p>The proposed programme explicitly provides for:</p> <ul style="list-style-type: none"> • Consideration of iwi and hapū participation as part of later programme stages; • The development of appropriate engagement and advisory arrangements before any reform outcomes are determined; and • Alignment with Te Tiriti o Waitangi principles through informed, staged, and transparent decision-making <p>No decisions affecting land, water, or specific taonga are made through this report. Any future decisions of that nature will be subject to separate Council consideration and engagement.</p>
<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>	<p>Parties with an interest include:</p> <ul style="list-style-type: none"> • Residents and ratepayers of the Far North District; • Iwi and hapū across Te Tai Tokerau; • FNDC elected members and staff; • Other Northland councils and regional partners; • Central government agencies. <p>This decision is intentionally limited to programme participation and governance set-up. Broader stakeholder and community views will be sought in later stages if reform options are developed and before any statutory proposals are advanced.</p>
<p>State the financial implications and where budgetary provisions have been made to support this decision.</p>	<p>The decision requires:</p> <ul style="list-style-type: none"> • Allocation of \$31,250 from existing budgets for the remainder of the 2025/26 financial year; and • An indicative provision of \$250,000 in the 2026/27 Annual Plan. <p>These provisions enable participation in programme governance and planning only. Further financial</p>

	commitments will be subject to separate Council decisions, consistent with the staged approach.
Chief Financial Officer review.	This report has been reviewed by the CFO

Attachment One: Terms of Reference for The Local Government Reform Elected Member Steering Group**Draft Terms of Reference****Background**

The Triennial agreement between all four Northland councils recognises the need for local government reform and includes a proposal to advance reform of local government arrangements in the interests of improving service delivery and outcomes for the region as early as practicable. The Local Government Reform Elected Member Steering Group (SG) is established for the purpose of assessing options and recommending proposals for local government arrangements in Northland.

Purpose

The purpose of the SG is to:

- Provide collaborative strategic oversight and regional leadership for the assessment of options for the delivery of local government roles and functions in Northland.
- Make recommendations to participating councils on proposals for local government arrangements in Northland with evidence and analysis to support the case for change.

Responsibilities

The overall role of the SG is to provide strategic oversight and regional leadership for the development of a reorganisation proposal and the supporting analysis and evidence base, including:

- Oversee the development and implementation of the project plan and programme planning for local government reorganisation proposals and the functions and outputs of the cross-council project group
- Support collaboration and coordination across participating Councils
- Provide direction and guidance on engaging with Māori on reorganization plan development
- Provide regular reports on progress to participating councils
- Liaison with the Chief Executives Forum and the External Advisory Group
- Liaison with the Local Government Commission and Minister of Local Government as needed.
- Oversee the identification and management of risks associated with the project, in particular the risks of resource management reform occurring over a similar timeframe
- Support and oversee consultation and engagement on draft reorganisation proposals
- Following consultation and engagement, develop a draft regional reorganization plan and associated recommendations to participating councils
- Support the assessment of recommended reorganization proposal(s) by the Minister and Local Government Commission
- Any other roles and responsibilities allocated by the participating councils.

Delegations

The SG has no authority to make decisions on behalf of councils unless expressly delegated by resolution of participating councils.

Membership

The SG is to comprise:

- The Mayors and two other elected members from each of the Far North, Whangārei and Kaipara District Councils).
- The Chair and two other elected members of the Northland Regional Council.

- One representative of DIA in an advisory, non-voting capacity.

Whangārei District Council Mayor will chair the SG.

The initial membership of the SG initially comprises of 13 members.

The SG can agree to add other members to the group (without going back to member councils for resolution) if there is a consensus among members to do so.

Meetings

- The SG will meet as required, but no less than once every two months.
- Meetings are not open to the public but may be attended by Chief Executives of participating councils and members of the Independent Advisory Group, the Cross Council Project Teams, Project Manager and secretarial staff.
- Meetings may also be attended by councillors and / or external subject matter experts with approval of the Chair.
- A quorum for meetings will be at least one Elected Member from each Council.
- Agendas will be approved by the Chair, and minutes will be recorded for all meetings.
- Recommendations and decisions will be made by consensus where possible, or by majority vote if consensus cannot be reached.
- Secretariat services for the SG are to be provided by Whangārei District Council.

Reporting

- The SG will report progress to the participating Councils at 3 monthly intervals or as otherwise required.
- The SG will report back to Northland Forward Together.
- SG members can share all meeting agenda and papers with their fellow elected members who are not on the Steering Group (Northland Regional Council members will do this).

Term and disestablishment

The SG will be disestablished by resolution of all participating councils upon:

- The Local Government Minister and / or Local Government Commission making a decision on the recommended Regional Reorganisation Plan, or
- Legislative changes requiring establishment of an alternative body (such as a Combined Territories Board) or mandating different approaches to reorganization processes, or
- The decision of all participating Councils.

Review and amendments

- The effectiveness and relevance of these Terms of Reference will be reviewed annually, or at any time as needed in response to changes to relevant legislation or government policy or direction agreed by all participating councils.
- Any proposed / recommended amendments to these Terms of Reference are to be approved by resolution of all participating councils.

Attachment Two: Terms of Reference for Local Government External Advisory Group**Draft Terms of Reference****Background**

The Local Government External Advisory Group (EAG) is established to provide advice to governance of the Local Government Reform programme.

Purpose

The EAG is to provide governance advice for the Local Government Reform programme and support the Elected Member Steering Group and other project groups to develop a robust proposal and evidence base for local government reorganization that meets central government and Northland's objectives, design principles and quality standards.

Its role is to provide:

- *Governance assurance* - provide independent expert assurance and advice on project direction and the robustness of key project outputs, including alignment with central government requirements and how stakeholder, community, and iwi and hapū relationships are reflected in these arrangements.
- *Operational guidance* – provide advice to the CE Forum to ensure project delivery is fit for purpose.
- *Confidence building* – provide assurance to elected members that any proposals and recommendations have been robustly developed and are sufficient to enable commitment and progress.

Responsibilities

The scope of the EAG's role is to provide independent expert assurance to the Elected Member Steering Group and CE Forum, as they oversee the development of reorganisation proposals and the associated supporting analysis and evidence base.

It will operate in a collaborative, transparent and constructive manner, offering independent, best practice, and evidence-based oversight, advice and review.

The scope of work will include:

- *Independent feedback and assurance*: review technical analysis, investigations, research and the evidence base developed to support reorganisation options / plans
- *Risk oversight*: oversight of and advice on the management of key project risks
- *Community engagement*: input into a communications strategy and engagement planning
- *Advocacy*: promote and socialize the programme's progress, plans, strategies with Central Government
- Any other roles and responsibilities allocated by Elected Member Steering Group and / or the CE Forum.

Delegations

The EAG has no decision-making authority; its recommendations are advisory only and do not form part of governance or decision-making.

Membership

Four external members are proposed though more could be considered subject to agreement of the Steering Group if required to achieve the skills and expertise required to effectively deliver on its role and scope of works.

The Mayor of Whangārei District Council will be an observer.

The members will appoint a Chair among themselves at the first meeting.

Appointment process

Members will be appointed by the Steering Group through a transparent, openly advertised, and merit-based process that ensures the right balance of independence, skills and expertise.

Appointments will be made in line with the following principles:

- Open and objective candidate identification, including open referral, public advertising or targeted search, to ensure a wide and diverse pool of candidates
- Appointments will seek diversity of skills, perspectives, and backgrounds to strengthen the Group's effectiveness
- Conflict of interest disclosures managed from the outset.

Meetings

- The EAG will meet as required, and this is expected to be aligned with key project milestones.
- Meetings are not open to the public and depending on their purpose will be attended by the Governance Steering Group, Chief Executives of participating councils, the Cross Council Project Team and secretarial staff.
- Meetings may also be attended by council and / or external subject matter experts with approval of the Chair.
- A quorum for meetings will be a majority of appointed members including the Chair or Delegate.
- Recommendations by the EAG will be made by consensus where possible, or by majority vote if consensus cannot be reached. Chair has casting vote.
- Agendas will be approved by the Chair and minutes will be recorded for all meetings.
- Secretariat services for the EAG are to be provided by Whangārei District Council.

Confidentiality

All EAG discussions are confidential unless otherwise agreed. Any material provided to or prepared by the EAG is subject to release under LGOIMA.

Remuneration

All EAG Members will be remunerated in accordance with Whangārei District Council's applicable remuneration policies and procedures.

Reporting and Resourcing

The EAG will report to the Local Government Reform Elected Member Steering Group meetings as required, copying the CE Forum and Project Manager to ensure alignment between governance and operations. The Chair or delegates may be invited to attend SG meetings where appropriate.

The EAG's operational communications will be provided through the CE Forum.

The Group will be given reasonable access to information, personnel and external advice necessary to perform its role effectively. Requests for additional resources will be considered by the CE Forum.

Term and disestablishment

The EAG will be disestablished by decision of the Local Government Reform Elected Member Steering Group.

Review and amendments

- The effectiveness and relevance of these Terms of Reference will be reviewed annually, or at any time as needed in response to changes to relevant legislation or government policy or direction by the CE Forum or Local Government Reform Elected Member Steering Group.
- Any proposed / recommended amendments to these Terms of Reference are to be approved by decision of the Local Government Reform Elected Member Steering Group.

6.3 NORTHLAND WATERS CCO - FOUNDATIONAL LEGAL DOCUMENTS

File Number: A5571940

Author: Andy Dowdle, Change Specialist - Organisational Development

Authoriser: Charlie Billington, Group Manager - Corporate Services

TAKE PŪRONGO / PURPOSE OF THE REPORT

The purpose of this paper is to support Council consideration of Commitment Point 1 under the Northland Water Done Well programme.

In particular, the paper provides the information required for Council to consider whether to confirm its ongoing commitment to the establishment of a joint, asset-owning Council-Controlled Organisation (CCO) for the delivery of drinking water and wastewater services across Northland, and to endorse in principle the core foundation documents required to progress to the next phase of the programme.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Commitment Point 1 is a defined milestone within the Northland Water Done Well programme, which has been structured to progress the establishment of a joint, asset-owning Council-Controlled Organisation (CCO) for drinking water and wastewater services through a series of staged decisions.
- The Elected Member Steering Group (EMSG) recommends the establishment of an asset-owning joint CCO to provide drinking water and wastewater services for Northland.
- The current phase has focused on developing the foundation documents required to establish the CCO. These include the Shareholder Agreement and the Constitution, supported by a Transitional Support Agreement. Together, these documents establish the ownership, governance, accountability, and transition framework for the proposed entity.
- The Shareholder Agreement sets out how Whangārei, Kaipara and Far North District Councils will work together as owners of the CCO, including the shareholding structure, ring-fencing and financial protections, reserved matters requiring shareholder approval, transfer principles, and the mechanisms for collective shareholder engagement, including the Shareholder Representative Group and Statements of Expectations.
- The Constitution sets out how the CCO operates, including the powers and responsibilities of the board, directors' duties and conduct, decision-making processes, reporting obligations and amendment provisions. The Shareholder Agreement and Constitution are intended to operate together, with the Shareholder Agreement prevailing in the event of any inconsistency.
- The next step is to issue the drafts of the foundation documents to the three councils for approval in Principle after which the documents will be finalised, reviewed through the EMSG and then issued to councils for adoption (Commitment Point 2).

TŪTOHUNGA / RECOMMENDATION

That the Far North District Council:

- Notes that the Elected Member Steering Group recommends the establishment of an asset owning joint council-controlled organisation (CCO) to provide drinking water and wastewater services for Northland.**
- Confirms its commitment in principle to the formation of an asset-owning joint Council Controlled Organisation (CCO) to provide drinking water and wastewater services in Northland.**
- Endorses in principle the Shareholders Agreement between Far North District Council, Whangarei District Council and Kaipara District Council to establish the CCO.**

- d. **Endorses in principle the Constitution of the CCO as the foundation document for the entity.**
- e. **Endorses that the Establishment Advisory Group will become the first Board of the CCO when the company is incorporated.**

1) TĀHUHU KŌRERO / BACKGROUND

In August 2025 each of Far North, Whangarei, and Kaipara District Councils resolved to enter into a Commitment Agreement (see attachment 1) for the councils to work together to establish a multi-council council-controlled organisation (CCO) to deliver water services for drinking water and wastewater across the Northland region and sets out how we will work together. This CCO has a current working name of Northland Water Done Well (NWDW).

As required by the water reform legislation, a joint Water Services Delivery Plan (WSDP) was prepared collaboratively by the three councils outlining how this CCO would operate. The governance groups in the Commitment Agreement mirror those in the implementation plan of the WSDP with the costs for this phase to be shared equally by the participating councils.

Included in the implementation plan of the WSDP were two points for recommitting to establishment of the CCO with the first due in March 2026.

Please note the second recommitment point in the WSDP was originally planned for 30 June 2026, however the Elected Member Steering Group for NWDW agreed to move this date forward to 30 April 2026 to allow more time for the establishment activities including the recruitment of a Chief Executive for the CCO.

How we got here

In the implementation plan included in the WSDP two phases of activity were described to complete the readiness activities for day 1 of CCO operations. We are currently in Phase 1 with activities focussed on planning and workshopping decisions that that will be included in the foundation documents – the shareholders agreement and constitution to enable the CCO to be incorporated. In parallel the planning for the establishment phase of the CCO once it is incorporated is underway to ensure the CCO is ready for operations to commence on 01 July 2027.

Implementation milestones

Milestone Number	Milestone	Target Completion Date	Phase Deliverables
1	Establishment of Governance Group, Project Teams, External teams	Dec 2025	Scoping & Preparation – <ul style="list-style-type: none"> • Appointment of governance and operational teams • Agreement on principles, strategies, policies & expectations • Completion of foundational documents • Detailed planning for transitional and operational activities • Preparation of LGFA financing • Confirmation of commitment decision points
2	Foundational Principles Confirmed Commitment Confirmation Point #1	Mar 2026	
3	Strategic Approach Agreed Commitment Confirmation Point #2	Jun 2026	
4	Day Zero (CCO incorporation)	Jul 2026	Establishment & Transition – <ul style="list-style-type: none"> • Incorporate Regional CCO, Shareholder Council, Board & CEO appointments • Water services strategy • Implement strategies, policies, procedures & actions for operational readiness, including: <ul style="list-style-type: none"> • Asset management & capital delivery • Technology & Operations • Funding, financing & commercial • Governance, legal & risk management
5	Organisational Delivery	Jun 2027	
6	Go-Live for service delivery	Jul 2027	Go Live & Operational – <ul style="list-style-type: none"> • Action council transfers: assets, liabilities, staffing, contract novation • Day 1 Go Live – Regional CCO begins delivering services to the community • Future focus on ongoing focus of improvements to service quality, efficiencies and financial sustainability, residual transition activities.

Milestones as set out in the joint Water Service Delivery Plan. (Note the programme has been accelerated to enable Commitment Point 2 to be brought forward to April 2026).

These activities have been achieved by:

1. Elected Member Steering Group made up of the mayor and two councillors from each participating district and an external advisor (David Hawkins). Eight meetings have been held since December considering topics such as:
 - a. Content for the foundation documents (Shareholders Agreement and Constitution) of the CCO
 - b. Content for other core documents such as Statement of Expectations, Transfer Agreement
 - c. Review and Establishment of the Establishment Advisory Group (EAG)/Interim Board members
 - d. Role and make-up of the Shareholder Representative Group (SRG)
 - e. Financial discussions associated with water services across the three councils
 - f. A prioritisation process for scheduling capital investment
 - g. What the water entity looks like and discussion on work through the establishment phase
 - h. How to balance funding, resource and facility needs while creating certainty for staff and ensuring BAU activity is maintained
2. NWDW project team
 - a. A small project team led by the Implementation Programme Director and supported by council staff from all three councils across workstream topics – Finance, Asset Management, Operations, Legal, People, Communications and Technology
 - b. Manage preparation of the foundation documents
 - c. Manage communications and engagement during the planning phase
 - d. Considering what needs to transfer from a council to the CCO and the principles that will drive that for customers, staff, contracts, property, regulatory obligations
 - e. Preparing information for the EMSG to consider
 - f. Planning for the establishment phase once foundation documents are agreed and CCO incorporated
 - g. Establishing a financial modelling tool and secure treasury advice
 - h. Work with the Project Steering Group and report to the Chief Executive Group
 - i. Work with and support the EAG
3. Establishment Advisory Group/Interim Board (EAG)
 - a. Provides advisory and assurance support to the EMSG and Programme Director and provides guidance as an interim board on establishment activities until the CCO is incorporated.
 - b. Attending EMSG meetings, council briefings and other meetings by request
 - c. Guide the water entities Chief Executive recruitment process
4. Council workshops and briefings
 - a. Each council has held workshops and briefing to ensure all elected members are across the material supporting the decision points

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

Role of the foundation documents

- The Shareholder Agreement and Constitution are the two core “foundation documents” required to establish the CCO under the Local Government (Water Services) Act 2025 (LGWSA).

- These documents perform different but complementary roles and together establish the governance, accountability and ownership framework for the CCO.

In broad terms:

- the Shareholder Agreement governs how the councils work together as owners and how shareholder rights are exercised; and
- the Constitution governs how the company itself operates as a legal entity.

The documents are intended to operate together and have been developed in parallel to ensure alignment. To the extent permitted by law, the Constitution provides that the Shareholder Agreement prevails where there is any inconsistency.

Under the Local Government (Water Services) Act 2025 approval of these documents is a necessary step before the programme can move from the current planning phase into establishment and transition.

Simpson Grierson, acting on behalf of all three councils, have drafted the foundation documents.

Shareholder Agreement – purpose, scope and key provisions

The Shareholder Agreement (SHA) records how Whangārei, Kaipara and Far North District Councils will jointly own and oversee the CCO. It establishes the framework within which councils exercise their ownership role while allowing the CCO to operate independently on a day-to-day basis.

The SHA is not an operational document. It does not direct service delivery or operational decisions. Instead, it defines how councils, as shareholders, make decisions on matters that have long term strategic, financial or ownership implications.

Key Terms of the SHA:

Ownership and shareholding structure

The SHA provides for two classes of shares:

1. Class A shares: These shares carry voting rights but no dividend or distribution rights. Each council is issued the same number of Class A shares, ensuring equal voting influence regardless of differences in scale or asset value.
2. Class B shares: These shares carry dividend or distribution rights but no voting rights. They are intended to reflect the net value of assets transferred by each council and are issued as part of the transfer process.

This structure separates governance control from financial contribution. It ensures councils retain equal decision-making influence while recognising differences in the value of assets transferred.

Ring fencing and financial protections

The SHA incorporates ring fencing principles designed to protect each council's financial position. In practice, this means that revenues, costs, debt and investment remain attributable to each council district and one council's water services activities do not subsidise another's.

Ring fencing is a central principle underpinning the ownership and funding model.

Transfer principles

The Shareholder Agreement includes a schedule of Transfer Principles, which sit within the agreement as a framework to guide the preparation of detailed Transfer Agreements between each council and the CCO. The Transfer Principles do not themselves effect any transfer. Instead, they set the agreed boundaries within which transfer arrangements are developed.

The purpose of the Transfer Principles is to ensure that transfer arrangements are approached consistently across all three councils and that key policy settings are agreed once, rather than revisited during negotiation of individual Transfer Agreements.

At a practical level, the Transfer Principles shape the content of the Transfer Agreements, including how the following matters are addressed:

- the transfer of statutory drinking water and wastewater obligations and associated operational responsibilities;
- the identification and transfer of water related assets and associated liabilities;
- the treatment of shared or non-owned assets, including access, lease or licence arrangements;
- the transfer or continuation of contracts, consents and enforcement responsibilities;
- disclosure of known asset condition, risks and liabilities;
- valuation of transferring assets and liabilities; and
- financial settlement through the issue of Class B shares.

The Transfer Principles establish that transfers occur on an “as is, where is” basis, supported by appropriate disclosure of known condition, liabilities and risks, to support continuity of service as responsibility transfers to the CCO.

They also provide that assets must relate primarily to water services, with shared land or infrastructure interests to be managed through leases or access arrangements where full transfer is not appropriate.

The principles confirm that stormwater assets and responsibilities do not transfer to the CCO, although councils may contract with the CCO for certain stormwater related services.

Reserved matters and shareholder approval

The Shareholder Agreement includes a schedule of Reserved Matters, being decisions that cannot be made by the board alone and instead require shareholder approval. These matters are those that have fundamental implications for ownership, financial risk, or the long-term nature of the Council Controlled Organisation (CCO).

Reserved Matters are a primary control point for councils as shareholders. They ensure that decisions which materially affect the purpose, risk profile, financial position or ownership structure of the CCO remain subject to direct shareholder oversight, rather than being delegated to the board.

At a high level, Reserved Matters include decisions relating to:

- changes to the CCO’s purpose or scope of activities;
- significant financial decisions, including changes to ring-fencing, harmonisation, major borrowings or guarantees;
- material asset transactions;
- amendments to the Shareholder Agreement or Constitution;
- the entry of a new shareholder or the exit of an existing shareholder; and
- other decisions with long term implications for ownership, risk or financial exposure.

Within the Reserved Matters framework, the Shareholder Agreement differentiates between matters that require majority shareholder approval and those that require unanimous shareholder approval. Unanimity is used for decisions that go to the core protections agreed by councils and where shared agreement is essential.

The following matters require unanimous shareholder approval:

- Ring fencing and Harmonisation arrangements: Any decision that would alter the principle that revenues, costs, debt and investment remain attributable to each council district requires unanimous approval.

- Changes to core governance or ownership settings: Amendments to the Shareholder Agreement or Constitution, changes to the Reserved Matters themselves, or decisions affecting ownership structure require unanimous agreement, reflecting their long-term significance.
- Entry or exit of shareholders: The admission of a new shareholder or the exit of an existing shareholder requires unanimous approval, given the implications for asset ownership, risk allocation and governance.

Routine operational and management decisions remain delegated to the board.

Shareholder Representative Group (SRG)

The Shareholder Agreement establishes a Shareholder Representative Group (SRG) as the primary mechanism through which the councils collectively exercise their shareholder role and interact with the CCO on an ongoing basis.

The SRG is the primary interface between shareholders and the CCO board. It provides a structured channel for engagement that supports clear accountability and avoids inconsistent or informal direction to the board.

In practice, the SRG is the point at which councils:

- Set the Statement of Expectations for the CCO;
- receive and consider reporting from the board on performance, risks and emerging issues;
- engage with the board on matters of strategic importance within the parameters set by the Shareholder Agreement;
- consider matters delegated to it under the Shareholder Agreement; and
- support consistent communication of shareholder expectations to the CCO.

The SRG does not manage the CCO and does not direct operational decisions. Responsibility for operational management sits with the board and executive leadership.

The SRG does not replace individual councils' statutory decision-making powers. Matters identified as Reserved Matters requiring shareholder approval continue to be referred to councils for formal consideration and resolution.

Through the SRG, shareholders may engage with the board on strategic direction, alignment with shareholder expectations (including Statements of Expectations), and emerging risks or issues. The board remains accountable for managing the affairs of the CCO within the framework established by the shareholders.

The Terms of Reference for the SRG are set out in a schedule to the Shareholder Agreement. These provide details on membership, scope of authority, meeting processes and reporting arrangements.

Statements of Expectations and accountability

The SHA provides for councils to issue a Statement of Expectations (SoE) to the CCO, setting out shareholder expectations relating to performance, service delivery, financial management and reporting.

This is the central accountability mechanism between the Council's and the CCO, whereby the shareholders communicate their collective expectations to the CCO board about how the organisation is expected to perform its role.

The SoE does not direct day-to-day operations and does not displace the board's statutory responsibilities. Rather, it sets out high-level expectations relating to performance, priorities, conduct

and accountability, within the governance framework established by the Shareholder Agreement and Constitution. The SOE is a reserved matter and must be agreed unanimously by the SRG.

Scope of shareholder expectations

The SoE can outline the shareholders' expectations across a number of core areas, including:

- Strategic intent and purpose: Expectations regarding the CCO's role in delivering safe, reliable and compliant drinking water and wastewater services, consistent with statutory requirements and the purpose set out in the Constitution.
- Financial stewardship and ring-fencing: Expectations that the CCO operates within the agreed ring-fencing framework, maintains transparency of financial performance by district, and manages assets, debt and investment in a prudent and sustainable manner.
- Service delivery and customer focus: Expectations relating to continuity of service, customer experience, responsiveness to issues, and effective engagement with communities, recognising that service levels, priorities and charging may differ by district.
- Asset management and investment planning: Expectations regarding the stewardship of public water assets, evidence-based investment planning, prioritisation of critical infrastructure, and long-term asset sustainability.
- Regulatory compliance and risk management: Expectations that the CCO meets all regulatory obligations, maintains robust risk management systems, and proactively manages health, safety and environmental risks.
- Workforce capability and organisational culture: Expectations relating to leadership, capability, organisational culture and fair treatment of staff, including during establishment and transition.
- Information, reporting and transparency: Expectations regarding the quality, frequency and timeliness of reporting to shareholders to support effective oversight, including financial, performance and risk reporting.
- Relationship to governance and oversight arrangements: The SoE operates alongside, and is supported by, the broader governance framework. It does not replace or override the Reserved Matters regime, the role of the SRG, or the board's authority under the Constitution.

Performance against the SoE is expected to be monitored through regular reporting, structured engagement between the board and the SRG, and the annual planning and accountability cycle.

Responsibility for developing and refining the SoE sits with the shareholders, supported through the agreed governance arrangements. The Shareholder Agreement anticipates that the SRG will play a key role in progressing the SoE, with final approval resting with the councils in accordance with shareholder decision-making processes.

• Constitution – purpose, scope and key provisions

The Constitution is the foundation document for the CCO that sets out how it operates as a company. It sets out the internal rules of the organisation, including how authority is exercised, how decisions are made, and how the board and shareholders interact.

While the Shareholder Agreement focuses on ownership, control and how councils exercise their shareholder rights, the Constitution focuses on how the CCO itself functions on a day-to-day basis within those parameters. It provides the legal framework within which the board is empowered to manage the affairs of the company.

Role of the Constitution within the governance framework

The Constitution performs a different role to the Shareholder Agreement, but the two documents are designed to operate together. The Shareholder Agreement sets the governance and ownership settings from the perspective of the councils as shareholders, while the Constitution gives effect to those settings within the internal governance of the company.

To the extent permitted by law, the Constitution provides that the Shareholder Agreement prevails in the event of any inconsistency. This ensures that agreed shareholder protections and controls are not undermined by the company's internal rules.

Key matters addressed in the Constitution

The Constitution addresses the core operational and governance settings of the CCO, including:

- Purpose and permitted activities: The Constitution defines the CCO's purpose and the scope of activities it is authorised to undertake. This provides clarity around the functions of the company and ensures alignment with the water services role approved by shareholders.
- Powers and responsibilities of the board: The Constitution establishes the board's authority to manage the affairs of the company, subject to the oversight and limitations imposed by shareholder Reserved Matters. This includes responsibility for strategy, operational decision making and compliance with statutory obligations.
- Directors' duties and conduct: Provisions relating to directors' statutory duties, conflicts of interest, standards of behaviour, appointment and removal processes, and circumstances in which a director may be disqualified or required to step aside.
- Meetings and decision-making processes: Rules governing board and shareholder meetings, including notice requirements, quorum, voting thresholds and resolution processes. These provisions provide certainty around how decisions are validly made.
- Reporting and information rights: Requirements for financial, performance and other reporting to shareholders, supporting transparency and accountability and complementing the reporting obligations set out in the Shareholder Agreement and Statements of Expectations.
- Amendment of the Constitution: The Constitution sets out how it may be amended and the level of shareholder approval required. Amendments are treated as Reserved Matters under the Shareholder Agreement, ensuring appropriate shareholder oversight of any changes.

Next Steps: Commitment points in the programme

The programme anticipates two key commitment points:

1. First commitment point – establishment readiness. Confirming that core establishment work, including foundation documents and governance arrangements, are in place.
2. Second commitment point – transition readiness.

Execution of foundation documents to enable incorporation of the Water Entity and move from planning into establishment, including progressing transition and transfer agreements and preparing for operational commencement on 1 July 2027.

Next steps following commitment points

Subject to councils confirming progress at the relevant commitment points, the programme would transition into a detailed transition and implementation phase. This phase would include:

- Incorporation of the company
- Development of transition agreements to manage continuity of service and responsibilities
- Establishment of funding arrangements
- Appointment of the CE
- Preparation of transfer agreements covering assets, liabilities and obligations;
- Organisational readiness activities, including leadership and capability planning; and
- Continued council oversight through the agreed governance framework

OPTIONS

Option 1

Endorse the establishment of the CCO and the finalisation of the foundation documents

This option follows previous guidance from Council and gives effect to the stated model of water services delivery outlined in the Water Services Delivery plan – Recommended

Option 2

Decline to endorse the establishment of the CCO and the finalisation of the foundation documents.

Now that the Water Service Delivery Plan has been approved by the Secretary for Local Government (DIA), councils are legally required to give effect to it which includes establishment of a joint CCO to provide drinking water and wastewater services.

If a council:

- Deviates materially from its accepted WSDP
- Fails to maintain financially sustainable water services
- Cannot demonstrate long-term compliance capability

Then under the Local Government (Water Services) Act 2025, DIA can:

- Require reconsideration of delivery arrangements
- Trigger ministerial attention
- Escalate toward structural change expectations (e.g. CCO formation)

This is reinforced through amendments to the Local Government Act and Commerce Act, linking economic regulation consequences to governance performance. Note that there are no fines or the like for non-delivery of a plan milestone, the DIA enforcement provisions are more administrative rather than punitive.

TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

Option 1 is recommended as it takes into consideration the endorsement of the Elected Member Steering Group. To take any other pathway than Option 1 would result in council not meeting its commitments outlined in the Water Services Delivery Plan, the likely appointment of a Crown appointed commissioner and an uncertain future for the delivery of water services in the Far North

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

The endorsement in principle of the foundational documents and the EAG appointment to the inaugural board of directors does not impact existing operational budgets and no additional budget allocation is being sought by the recommended option.

ĀPITIHINGA / ATTACHMENTS

1. **Attachment A - Northland Waters Constitution (Final Draft) - A5637161**  
2. **Attachment B - NWDW - Shareholders Agreement (Final Draft) - A5637157**  

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.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	Low. The development of the WSDP was of high significance as it proposed major changes to how council delivers water services and consultation was conducted, at that time, in line with the requirements of the Local Government Act 2002. The development of foundational legal documents for the CCO is one of the required activities to give effect to the WSDP.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Local Government (Water Services) Act 2025 Local Government Act 2002 Significance and Engagement Policy 2021
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 formation of a Regional Water Services CCO has district-wide relevance and falls outside Community Board delegations.
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.	Water is considered taonga (a treasured resource) in te ao Māori. Future management of water services is of high significance to Tangata whenua in Te Tai Tokerau. Engagement during this phase of the programme leverages relationships with Te Kahu o Taonui and regular reporting to Te Kuaka.
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).	Although the development of foundational legal documents has the potential to have a downstream effect on the delivery of water services (and water services customers). The foundational documents at this stage of the process do not have a material impact on service delivery and will be of little interest to public/water services customers.
State the financial implications and where budgetary provisions have been made to support this decision.	The programme remains within approved budget allocations.

<p>Chief Financial Officer review.</p>	<p>The CFO has not reviewed this report. The CFO is part of the project team delivering the FNDC Local Water Done Well project and has ongoing visibility of the CCO establishment activities.</p>
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Draft for approval, as tabled at 16 March 2026 EMSG meeting

Constitution of Northland Waters Limited

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SCHEDULES

SCHEDULE 1 RULES FOR SHAREHOLDER MEETINGS

SCHEDULE 2 RULES FOR BOARD PROCEEDINGS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Constitution, unless the context otherwise requires:

Board means Directors who number not less than the required quorum, acting together as a board of Directors.

Board Skills Matrix has the meaning given to it in the Shareholders' Agreement.

Business Day means a day (other than a Saturday, a Sunday or a public holiday) on which registered banks are open for business in the Far North, Whangarei or Kaipara districts.

Chair means the chair of the Board appointed in accordance with clause 12.8.

Class A Shares means Shares in the Company with the rights attaching to those Shares as set out in clause 4.3.

Class B Shares means Shares in the Company with the rights attaching to those Shares as set out in clause 4.4.

Companies Act means the Companies Act 1993.

Company means Northland Waters Limited.

Constitution means this constitution of the Company (including the Schedules) and all amendments to it from time to time.

Director means a person appointed as a director of the Company in accordance with this Constitution.

Distribution means the payment of a dividend and any other "distribution" as that term is defined in section 2 of the Companies Act.

Financial Year has the meaning given to it in section 4 of the LG(WS) Act.

Independent Director means a Director who is neither a current elected member of any Local Authority that is a Shareholder nor a current employee of any Shareholder or the Company.

LGA means the Local Government Act 2002.

LG(WS) Act means the Local Government (Water Services) Act 2025.

Local Authority has the meaning given to it in section 5 of the LGA.

Ordinary Resolution has the meaning given to it in the Companies Act.

Reserved Matter has the meaning given to it in the Shareholders' Agreement.

Service Area means the combined service areas (as defined in section 4 of the LG(WS) Act) of the Shareholders being, at the date of adoption of this Constitution, the territorial districts of Far North, Whangarei and Kaipara.

Shareholder means any person for the time being registered in the Company's share register as the holder of one or more Shares.

Shareholders' Agreement means the current shareholders' agreement relating to the Company entered into between the Company and the Shareholders (as amended or replaced from time to time).

Shareholders Representative Group has the meaning given to it in the Shareholders' Agreement.

Shares means the shares in the Company on issue from time to time, and includes the Class A Shares and the Class B Shares.

Special Resolution means a resolution that is approved by at least 75% of the votes of those Shareholders entitled to vote and voting on the question.

Statement of Expectations has the meaning given to it in section 220 of LG(WS) Act.

Subsidiary has the meaning given to it in the Companies Act.

Water Organisation has the meaning given to it in section 4 of the LG(WS) Act.

Water Services has the meaning given to it in section 4 of the LG(WS) Act, which will be the water services transferred by the Shareholders to the Company in accordance with the Transfer Agreement between each Shareholder and the Company.

Water Services Annual Budget has the meaning given to it in section 220 of the LG(WS) Act.

Water Services Annual Report has the meaning given to it in section 220 of the LG(WS) Act.

Water Services Half-yearly Report means the document referred to in section 248 of the LG(WS) Act.

Water Services Strategy has the meaning given to it in section 220 of the LG(WS) Act.

1.2 **Interpretation:** In this Constitution, the following rules of interpretation apply, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) words in this Constitution have the same meaning as in the Companies Act unless inconsistent with the context;
- (e) a reference to a party, person or entity includes:
 - (i) an individual, firm, company, trust, partnership, joint venture, association, corporation, body corporate, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality); and
 - (ii) an employee, agent, successor, permitted assign, executor, administrator and other representative of such party, person, entity;

- (f) a reference to dollars or \$ is to New Zealand currency and excludes every tax and duty;
- (g) a reference to a clause or schedule is to a clause or schedule of this Constitution;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) references to the word 'include' or 'including' are to be construed without limitation;
- (j) references to any form of law are to New Zealand law, including as amended or re-enacted;
- (k) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (l) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (m) any obligation falling due for performance on or by a day other than a Business Day will be performed on or by the Business Day immediately following that day; and
- (n) an obligation not to do something includes an obligation not to allow or cause that thing to be done.

1.3 If there is any conflict:

- (a) between a provision of this Constitution and the provisions of the Shareholders' Agreement, the terms of the Shareholders' Agreement will prevail (other than to the extent prohibited by the Companies Act) and the Shareholders must pass such resolutions as may be necessary to amend the provisions of this Constitution to make it consistent with the Shareholders' Agreement;
- (b) between a provision in this Constitution and a mandatory provision in the Companies Act, the LG(WS) Act or the LGA, then the mandatory provision in the Companies Act, the LG(WS) Act or the LGA will prevail; and
- (c) between:
 - (i) a provision in this Constitution and a provision in the Companies Act which is expressly permitted to be altered by this Constitution; or
 - (ii) a word or expression defined or explained in the Companies Act and a word or expression defined or explained in this Constitution,

then the provision, word or expression in this Constitution will prevail.

2. CAPACITY

2.1 **Water Organisation:** As at the date of its incorporation, the Company is a Water Organisation in terms of section 44 of the LG(WS) Act.

2.2 **Business:** The Company must not carry on any business other than the provision of, or preparation for the provision of, Water Services and activities that are related to, or necessary for, the provision of, or preparation for the provision of, Water Services, in order to:

- (a) meet the objectives set out in section 17 of the LG(WS) Act for the Service Area; and
 - (b) maximise the cost efficiency of providing Water Services.
 - 2.3 **Purpose:** In carrying out its business, the Company will:
 - (a) deliver safe, reliable and financially sustainable Water Services across the Service Areas;
 - (b) support the collective resilience and wellbeing of the Northland region; and
 - (c) operate in a manner that is responsive to the differing needs and contexts of its communities, and taking into account environmental and cultural stewardship.
 - 2.4 **Capacity:** Subject to this Constitution, the Companies Act, the LG(WS) Act, the LGA and any current Statement of Expectations, the Company has full capacity, rights, powers and privileges to carry on or undertake any business or activity, do any act, or enter into any transaction
 - 2.5 **Compliance:** The Company must give effect to the contents of the Statement of Expectations when conducting its business and setting its Water Services Strategy.
 - 2.6 **Public Ownership:** All water services infrastructure and related assets owned by the Company shall remain in public ownership. This does not preclude the Company from accessing or benefiting from private funding or financing arrangements, provided such arrangements do not result in any transfer of ownership of those assets. No Shareholder will take any steps to approve or otherwise give effect to any action which is inconsistent with this clause.
 - 2.7 **Ringfencing:** The Company will ensure that it:
 - (a) operates its business in a way that enables the total cost of its provision of Water Services to be separately identified in respect of each Shareholder's Service Area; and
 - (b) sets its water charges in respect of each Shareholder's Service Area taking into account the total costs referred to in clause 2.7(a) in that Service Area, acknowledging that this may result in differential water charges.
- 3. WATER ORGANISATION REQUIREMENTS**
- 3.1 The Company must comply with:
 - (a) its obligations under the LGA and LG(WS) Act, including preparing, adopting and publishing its Water Services Strategy, Water Services Annual Budget, Water Services Half-yearly Report and Water Services Annual Report;
 - (b) Parts 1 – 7 of the Local Government Official Information and Meetings Act 1987; and
 - (c) all other laws applicable to the Company and its Business activities.
 - 3.2 **Shareholder Input:** The Shareholders are entitled to comment on the Company's draft Water Services Strategy and draft Water Services Annual Budget, and the Company must consider those comments. However, the Shareholders will not have the power to require

changes or approve the final Water Services Strategy or final Water Services Annual Budget.

- 3.3 **Auditor:** In accordance with the LGA, the auditor for the Company will be the Auditor-General.

4. SHARES

- 4.1 **Pari Passu:** Save as expressly provided in this Constitution, a board resolution specifying any specific terms attaching to Shares or as otherwise required by law, all Shares will rank pari passu in all respects.

4.2 **Classes:**

- (a) The Shares in the Company are divided into classes conferring entitlements that differ from the ordinary shareholder rights conferred by the Act.
- (b) As at the date of adoption of this Constitution, the Company has two classes of Shares, Class A Shares and Class B Shares, in each case having the rights set out in this Constitution.

- 4.3 **Class A Shares:** Class A Shares shall have the following rights attached to them:

- (a) the right to receive notice of and attend every meeting of Shareholders; and
- (b) the right to one vote on a poll at a meeting of the Company on any resolutions,

but do not have any right to any dividends authorised by the board or to any share in the distribution of the surplus assets of the Company.

- 4.4 **Class B Shares:** Class B Shares shall have the following rights attached to them:

- (a) the right to receive notice of and attend every meeting of Shareholders.
- (b) the right to an equal share in dividends authorised by the board; and
- (c) subject to clause 8.2, the right to an equal share in the distribution of the surplus assets of the Company,

but do not have any right to vote on a poll at a meeting of the Company on any resolutions.

- 4.5 **Redeemable Shares:** The Company may redeem a redeemable share:

- (a) at the option of the Company; or
- (b) at the option of the holder of the share; or
- (c) on a date specified in this Constitution,

for a consideration that is:

- (d) specified;
- (e) to be calculated by reference to a formula; or
- (f) required to be fixed by a suitably qualified person who is not associated with or interested in the Company.

- 4.6 **Issue of Shares:** Subject to this Constitution, the Shareholders' Agreement and the LG(WS) Act, the Board may:
- (a) issue Shares at any time, to any Shareholder or any other person permitted to hold Shares in accordance with the LG(WS) Act and in such numbers as it thinks fit;
 - (b) issue Shares in different classes which have different rights;
 - (c) issue Shares which are redeemable (as defined in section 68 of the Companies Act); and
 - (d) divide existing Shares into different classes which have different rights.
- 4.7 **Authority to Hold Own Shares:** The Company may hold its own shares uncanceled but only in accordance with section 67A, 67B and 67C of the Act.
- 4.8 **Reissue of Shares:** Any shares reissued by the Company must be treated as the issue of new shares.
- 4.9 **Compliance:** The Company must comply with the Act when it purchases or acquires shares issued by it.
- 5. CALLS ON SHARES**
- 5.1 **Board may make calls:** Subject to the Shareholders' Agreement, the Board may make calls on any Shareholder in respect of any money unpaid on their Shares, and not previously made payable at a fixed time, by prior written notice to the relevant Shareholder specifying the time and date for payment (such time and date to be no earlier than 10 Business Days after the notice is given to the relevant Shareholder). The relevant Shareholder must comply with the terms of any call made by the Board. A call may be payable by instalments. The Board may revoke or postpone a call.
- 5.2 **Interest and expenses:** A person who fails to pay a call on the due date must pay:
- (a) interest on that money from the day payment was due to the day of actual payment at a rate fixed by the Board; and
 - (b) all expenses which the Company has incurred or may incur because of non-payment,
- provided that the Board may waive payment of all or part of that interest or those expenses.
- 6. LIEN OVER SHARES**
- 6.1 **Existence and subject matter of lien:** If a Shareholder fails to pay any call on the due date, the Board may at any time by written notice to the Shareholder require payment of the unpaid amount together with any amount payable under clause 5.2. Such notice must specify a further date (not earlier than 10 Business Days from the date of the notice) by which payment is required to be made, and must state that if such payment is not made on or before the specified date, clause 6.2 will apply.
- 6.2 **Company has first lien:**
- (a) The Company has a first lien over:
 - (i) each Share and the proceeds of sale of the Share; and

- (ii) all distributions made in respect of the Share,
for:
 - (iii) all unpaid calls owing in respect of the Shares and any amount payable under clause 5.2; and
 - (iv) sale expenses owing to the Company in respect of the Shares.
- (b) The registration of any transfer of a Share will not operate as a waiver of any lien the Company may have on that Share, unless notice to the contrary is given by the Company to the transferee.

7. TRANSFER OF SHARES

- 7.1 **Right to transfer:** Subject to any restrictions set out in this clause 7, the LGA, the LG(W) Act and the Shareholders' Agreement, a Share may be transferred by entry of the name of the transferee in the share register for the Company following receipt by the Company of a validly signed form of transfer.
- 7.2 **Prior approval required:** No Shareholder may sell, assign, transfer or dispose of, directly or indirectly, the legal or beneficial ownership of any of its Shares except in accordance with the provisions of this clause 7 and unless such sale, assignment, transfer or disposal:
- (a) has first been approved in writing by all Shareholders; or
 - (b) is a permitted transfer in accordance with clause 7.4.
- 7.3 **No delay:** Subject to clause 7.5, the Board may not exercise any powers conferred by this Constitution to refuse or delay the registration of any sale, assignment, transfer or disposal of Shares completed in accordance with clause 7.2.
- 7.4 **Permitted transfers:** Subject to the LG(W) Act, the restrictions in this clause 7 do not apply to the transfer of Shares by a Local Authority to:
- (a) another Local Authority that has a territorial district within the Service Area; or
 - (b) any successor Local Authority to that Local Authority.
- 7.5 **Board may refuse to register:** The Board may refuse or delay the registration of any transfer of a Share to any person if:
- (a) the transfer would result in a breach of law, this Constitution or the Shareholders' Agreement;
 - (b) any money payable on that Share is due for payment and has not been paid;
 - (c) the Company has an unsatisfied lien on that Share or the proceeds of sale of that Share;
 - (d) the transferee is a person without legal capacity to contract or the transfer has not been properly executed;
 - (e) the transfer is not accompanied by proof (reasonably required by the Directors) of the right of the transferor to make the transfer; or
 - (f) the transfer document is not in the usual or common form or otherwise in the form prescribed by the Board from time to time (if any).

provided that the Board must at all times comply with section 84 of the Companies Act.

8. DISTRIBUTIONS

8.1 **Distributions:** Any Distribution to be made will be subject to the Company being able to:

- (a) comply with its then current business plan;
- (b) comply with its legal obligations, including under the LG (WS) Act;
- (c) meet the solvency test under the Companies Act; and
- (d) maintain a prudent level of reserves,

in each case, as determined by the Board.

8.2 **Approach to Distributions:** Subject to clause 8.1, any Distributions will be made to the Shareholders taking into account where the surplus arose from, consistent with the ringfencing principles in clause 2.7.

9. COMPANY ACQUIRING ITS OWN SHARES

9.1 **Company may acquire its own Shares:** The Company may purchase or otherwise acquire its own Shares only if it has first been authorised to do so by Special Resolution in which case the Shares purchased or otherwise acquired will be deemed to be cancelled immediately on acquisition.

10. SHAREHOLDER MEETINGS

10.1 **Annual meeting:** The Board must hold an annual Shareholders' meeting in accordance with section 120 of the Companies Act unless in the case of any annual meeting, everything required to be done at that meeting (whether by way of resolution or otherwise) is done by written resolution in accordance with section 122 of the Companies Act.

10.2 **Special meetings:** A special Shareholders' meeting:

- (a) may be called at any time by the Board; and
- (b) must be called by the Board on the written request of the Shareholders Representative Group.

10.3 **Proceedings at Shareholders' meetings:** The provisions of Schedule 1 to the Companies Act as modified by this Constitution, including the rules set out in Schedule 1, govern proceedings at Shareholders' meetings.

11. REPORTING REQUIREMENTS

11.1 **Reporting:** Subject to clause 11.2:

- (a) the Board must prepare the reports required by the Shareholders Representative Group by notice in writing to the Company (such notice must comply with the requirements in section 249(4) of the LG(WS) Act), in accordance with the requirements specified in that notice;
- (b) within eight months of the start of each Financial Year of the Company, the Board must prepare, adopt and deliver to the Shareholders (in accordance with section 248 of the LG(WS) Act) a Water Services Half-yearly Report, which must include information required to be included by any current Statement of

- Expectations, and publish that report in accordance with section 223 of LG(WS) Act; and
- (c) within three months of the end of each Financial Year of the Company, the Board must prepare, adopt and deliver to the Shareholders (in accordance with section 243 of the LG(WS) Act), and publish in accordance with section 223 of the LG(WS) Act, its Water Services Annual Report for that Financial Year, which must include the information required to be included by:
- (i) the Statement of Expectations;
 - (ii) the Companies Act; and
 - (iii) section 246 of the LG(WS) Act.
- 11.2 **Information to be withheld:** Nothing in this clause 11 requires the inclusion in any Statement of Expectations, annual report, financial statements or quarterly report required to be produced under this Constitution of any information that may be properly withheld if a request for that information was made under the Local Government Official Information and Meetings Act 1987.
- 12. DIRECTORS**
- 12.1 **Independent Directors:** All Directors must be Independent Directors.
- 12.2 **Number of Directors:** The minimum number of Directors is five and the maximum number of Directors is seven.
- 12.3 **Appointment and removal by Shareholders Representative Group:**
- (a) Subject to clause 12.1 and the Shareholders' Agreement, the Shareholders Representative Group must appoint up to the maximum number of Directors set out in clause 12.2, by notice in writing to the Company. Directors may be removed and replaced in the same way.
 - (b) The Shareholders and the Company must promptly take such steps as may be necessary to effect the appointment, replacement or removal of any individual (including if a Director fails to vacate office when required to do so) in accordance with this clause 12.3 if applicable, including, in the case of the Shareholders, by exercising their voting rights in the relevant Shareholders' meeting (or by way of written resolution).
- 12.4 **Appointment and removal where vacancy exists:** Where there is a casual vacancy on the Board, the Board may, by majority vote, recommend an appointment to fill that vacancy to the Shareholders Representative Group for its approval in accordance with the Shareholders' Agreement. A Director appointed under this clause 12.4 may be removed and replaced in the same way.
- 12.5 **Skills of Directors:**
- (a) A person may only be appointed to be a Director if the person has, in the opinion of the Shareholders Representative Group, the skills, knowledge, or experience to:
 - (i) guide the Company, given the nature and scope of its activities; and
 - (ii) contribute to the achievement of the objectives of the Company.

- (b) All Director appointments must be appointed having regard to the Board Skills Matrix, with the aim of ensuring that the Board as a whole has the skills required by the Board Skills Matrix.

12.6 **Term of Appointment:** Unless otherwise approved by the Shareholders:

- (a) Each Director will be appointed for a term of up to 3 consecutive years
- (b) A Director may be reappointed at the expiry of his or her term of appointment, provided that, subject to this clause 12.6, no Director may be appointed for more than 9 consecutive years except where approved by a Special Resolution.
- (c) A person who has previously served as a Director (for any period), but who has not served as a Director for a continuous period of at least 2 years, may then be appointed as a Director for up to 9 consecutive years.
- (d) Each person who is appointed as a Director upon incorporation of the Company will serve an initial term of 3 years, and then each of those Directors will be offered an automatic re-appointment for a period of either 1, 2 or 3 consecutive years, in order to enable rotation of the Board. The Board will recommend which Directors will be offered these re-appointment terms, with the intention that at least 2 Directors will stand down in each year, with such recommendations requiring the approval of the Shareholders Representative Group.

12.7 **Vacation of office:** A Director vacates office if that Director:

- (a) resigns by written notice of resignation to the Company. The notice is to be effective when it is received at that address or at a later time specified in the notice;
- (b) reaches the end of their term and is not reappointed;
- (c) is removed from office in accordance with clause 12.4;
- (d) becomes disqualified from being a Director pursuant to section 151 of the Companies Act or clause 12.17; or
- (e) dies.

12.8 **Appointment of Chair:**

- (a) The Shareholders Representative Group will appoint the Chair of the Board.
- (b) The Chair will hold office until:
 - (i) they cease to be a Director of the Company; or
 - (ii) a new Chair is appointed by the Shareholders Representative Group.

12.9 **Powers of the Board:**

- (a) Subject to clause 12.9(b) and any restrictions in the Companies Act, the LG(W)S Act, the Shareholders' Agreement or this Constitution, the business and affairs of the Company must be managed by or under the direction or supervision of the Board.
- (b) The Board has, and may exercise, all the powers necessary for managing, directing and supervising the management of the business and affairs of the Company except to the extent that this Constitution, the Shareholders' Agreement,

- the Companies Act or the LG(WS) Act expressly requires those powers to be exercised by the Shareholders or any other person.
- (c) The Board may appoint a Director who is not the Chair as the managing director of the Company, where this appointment is approved by the Shareholders Representative Group. Any such appointment may be terminated by the Shareholders Representative Group at any time by notice in writing to the Company.
- 12.10 **Prohibited matters:** Notwithstanding clause 12.9(b), except to the extent permitted by the Shareholders' Agreement, the Board must not, and must not cause the Company to:
- (a) incur indebtedness, outside the ordinary course of the Company's business, to any person other than the New Zealand Local Government Funding Agency Limited or a New Zealand registered banking institution; or
- (b) grant a security interest over any of the assets of the Company except as permitted by the LG(WS) Act.
- 12.11 **Shareholder Reserved Matters:** Notwithstanding clause 12.9(b), but subject to any restrictions in the LG(WS) Act, the Board must not, and must not cause the Company to enter into any transaction or matter that is a Reserved Matter, unless first approved in writing by the Shareholders in accordance with the Shareholders' Agreement.
- 12.12 **Solvency test:** Notwithstanding any approval obtained pursuant to clause 12.10, the Board must not cause the Company to borrow or raise any money, or enter into or incur any guarantee or other liability of any nature, if the effect of doing so would be that the Company will not satisfy the solvency test (as that term is defined in the Companies Act).
- 12.13 **Proceedings of the Board:** The provisions of the Schedule 3 to the Companies Act as modified by this Constitution, including the rules set out in Schedule 2, govern proceedings at meetings of Directors.
- 12.14 **Directors duties:** In addition to the duties set out in the Companies Act, the Directors must assist the Company to meet the requirements set out in the Statement of Expectations or the LG(WS) Act.
- 12.15 **Directors to act in good faith:** A Director, when exercising powers or performing duties, must act in a manner which that Director believes to be in the best interests of the Company (notwithstanding that it may not be in the best interests of any particular Shareholder).
- 12.16 **Indemnity and insurance of Directors and employees:** The Company may indemnify and effect insurance in accordance with any part or all of section 162 of the Companies Act provided that:
- (a) the Board must ensure that particulars of any indemnity given to, or insurance taken out for, any director, or employee of the Company are immediately entered in the interests register; and
- (b) the Board may impose any conditions in relation to any indemnity or insurance if the conditions do not contravene the Companies Act.

For the purposes of this clause 12.16 "director" includes any former director, "employee" includes any former employee, and "Company" includes any Subsidiary of the Company.

- 12.17 **Disqualification of Directors:** A person will be disqualified from holding the office of Director if he or she:
- (a) is or becomes disqualified from being a Director under any provision of the Companies Act or the LG(WS) Act; or
 - (b) is not or ceases to be an Independent Director.
- 12.18 **Remuneration of Directors:**
- (a) The Shareholders Representative Group will determine the total sum available to the Board each year to make remuneration payments in accordance with clause 12.18(b).
 - (b) The Board may not authorise any form of remuneration to be paid to a Director without Board approval and unless such payment is made and authorised in accordance with the provisions of the Companies Act and the Shareholders Representative Group resolution passed in accordance with clause 12.18(a).
 - (c) The Board may authorise the reimbursement by the Company of reasonable travelling, hotel and other expenses incurred by Directors in attending Board meetings, Shareholders Representative Group meetings, Shareholder meetings or in relation to any other affairs of the Company.
- 12.19 **Other offices with company held by Director:**
- (a) Any Director may act by himself or herself or by the Director's firm in a professional capacity for the Company, and the Director or the Director's firm will be entitled to remuneration for professional services as if the Director were not a Director. Nothing in this clause authorises a Director or the Director's firm to act as auditor of the Company.
 - (b) A Director may hold any other office or place of profit in the Company (other than the office of auditor) in conjunction with the Director's office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine, subject to the necessary reporting disclosures and avoidance of conflicts of interest.
- 12.20 **Performance evaluation:** The Board will undertake a self-evaluation of its performance on a biennial basis, in line with accepted good governance principles and practices, and the results will be reported directly to the Shareholders Representative Group and to the Chief Executives (or equivalent) of each of the Shareholders.
- 13. INTERESTS OF DIRECTORS**
- 13.1 **Disclosure of interests:** A Director must disclose particulars of any interest in a transaction or proposed transaction of the Company in accordance with section 140 of the Companies Act.
- 13.2 **Interested Directors:** As set out in section 139 of the Companies Act, a Director is "interested" in a transaction to which the Company is a party if:
- (a) they are a party to the transaction or may derive a material financial benefit from it;
 - (b) they have a material interest in another party to the transaction;
 - (c) they are a director, officer or trustee of another party to the transaction;

- (d) they are a director, officer or trustee of a person who may derive a material financial benefit from the transaction;
- (e) they are a parent, child or spouse, civil union partner, or de facto partner of a person described in clauses 13.2(a) to 13.2(d); or
- (f) they are otherwise directly or indirectly materially interested in the transaction.

13.3 **Interested Directors may not act:** A Director who is interested in a transaction entered into, or to be entered into, by the Company must not do any of the following:

- (a) vote on or sign a document relating to that transaction on behalf of the Company; or
- (b) do any other thing in their capacity as a Director in relation to that transaction,

provided that a Director may vote, sign documents and otherwise do any other thing in their capacity as a Director with regard to any matter relating to the following:

- (c) any payment or other benefit of the kind referred to in section 161 of the Companies Act in respect of that Director in accordance with clause 12.18;
- (d) the entry into an indemnity or insurance arrangement in respect of that Director in their capacity as a director of the Company in accordance with clause 12.16; or
- (e) transactions in which a Director is interested solely in their capacity as a director of a Subsidiary of the Company.

13.4 **Interests register review:** The Board will review the interests register at the beginning of every Board meeting.

13.5 **No prohibition re quorum:** No prohibition under this clause 13 will prevent the attendance of a Director at a Board meeting from counting for quorum purposes.

14. NOTICES

14.1 **Service:** Notices may be served by the Company upon any Director or Shareholder by personal delivery, electronic means or by posting it in a prepaid envelope or package addressed to the recipient at his or her last known address (or, in the case of a company, its registered office). A notice may be given by the Company to joint Shareholders by giving the notice to the joint Shareholder named first in the Share Register in respect of the Share, or to such other person as or the joint Shareholders may in writing direct.

14.2 **Time of service:** Notices are deemed served at the following times:

- (a) when given personally, on delivery;
- (b) when sent by post or document exchange, five Business Days after (but exclusive of) posting; and
- (c) when sent by email, at the time of transmission, if (in the event receipt is disputed) the sender produces a printed copy of the email which evidences that the email was sent to the email address of the recipient.

Any notice which has been served on a Saturday, Sunday or public holiday is deemed to be served on the first Business Day after that day.

15. LIQUIDATION

If the Company is liquidated, the liquidator may, with the unanimous approval of the Shareholders and any other approval required by the Companies Act or the LG(WS) Act, but subject to the requirements of the Shareholders' Agreement (as notified by any Shareholder to the liquidator) and, if applicable, the rights or restrictions attached to the different classes of shares issued by the Company:

- 15.1 distribute to the Shareholders in kind the whole or any part of the assets of the Company; and
- 15.2 vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the persons so entitled as the liquidator thinks fit, but so that the Shareholders are not compelled to accept any Shares or other securities on which there is any liability.

16. METHODS OF CONTRACTING

- 16.1 **Deeds:** A deed which is to be entered into by the Company may be signed on behalf of the Company by:
 - (a) two or more Directors;
 - (b) a Director, and any person authorised by the Board, whose signatures must be witnessed; or
 - (c) one or more attorneys appointed by the Company.
- 16.2 **In writing:** Subject to clause 16.1, an obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by two people acting under the express or implied authority of the Company.
- 16.3 **Other:** Subject to clause 16.1, any other obligation or contract may be entered into on behalf of the Company in writing or orally by two people acting under the express or implied authority of the Company.

SCHEDULE 1**RULES FOR SHAREHOLDER MEETINGS****1. CHAIR**

- 1.1 If the Chair is present at the meeting, he or she must chair the meeting.
- 1.2 If there is no Chair or if the Chair is not present at the meeting within 15 minutes of the start time, the Directors present may elect a chair for that meeting, failing which, the Shareholders (or their representatives) present may elect a chair for that meeting.

2. NOTICE OF MEETINGS

- 2.1 Each Shareholder and every Director of the Company must be sent written notice of the time and place of the meeting at least 10 Business Days before the meeting.
- 2.2 The notice must state:
- (a) the nature of the business to be discussed at the meeting in sufficient detail to enable the Shareholders to form a reasoned judgment in relation to it; and
 - (b) the text of any Reserved Matter resolution or other resolution to be put to the meeting.
- 2.3 An irregularity in a notice of a meeting is waived if:
- (a) the Shareholders attend the meeting without protest as to the irregularity; or
 - (b) if each Shareholder agrees to the waiver.
- 2.4 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting. It is not otherwise necessary to give any new notice for an adjourned meeting.
- 2.5 The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice does not invalidate the proceedings at that meeting.

3. METHODS OF HOLDING MEETINGS

- 3.1 A Shareholders' meeting may be held in any of the following ways:
- (a) at the place, date, and time appointed for the meeting;
 - (b) by means of audio, or audio and visual, communication; or
 - (c) a combination of (a) and (b).

The Shareholders (or their representatives) participating must constitute a quorum and must all be able to simultaneously hear all participants throughout the meeting.

4. QUORUM

- 4.1 No business may be transacted at a Shareholder meeting if a quorum is not present.

- 4.2 A quorum for a Shareholder meeting is present if each Shareholder or their proxies:
- (a) is present; or
 - (b) has completed postal votes (where permitted).
- 4.3 If a quorum is not present within the 30 minutes after the start time for the meeting:
- (a) if the meeting is called under section 121(b) of the Companies Act, the meeting is dissolved; or
 - (b) for any other meeting, the meeting is adjourned to:
 - (i) the same day in the following week at the same time and place; or
 - (ii) to another date, time and place to be fixed by the Directors.
- 5. ADJOURNMENTS**
- 5.1 The chair:
- (a) may adjourn the meeting from time to time and from place to place, but no business can be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place; and
 - (b) must adjourn the meeting as above if directed to do so by the meeting.
- 6. VOTING**
- 6.1 If a Shareholder meeting is held under rule 3.1(b), unless a poll is demanded, voting at the meeting will be by:
- (a) voting by voice; or
 - (b) voting by show of hands,
- and the chair of the meeting will decide which method is used.
- 6.2 A declaration by the chair of the meeting that a resolution is carried by the necessary majority is conclusive evidence of that fact unless a poll is demanded.
- 6.3 Subject to the Shareholders' Agreement and to any rights or restrictions attached to any Share:
- (a) where voting is by voice or a show of hands, every Shareholder present in person or by representative has one vote; and
 - (b) on a poll every Shareholder present in person or by representative has one vote in respect of every Share held by that Shareholder which entitles a Shareholder to vote; and
 - (c) in the case of an equality of votes, the chair of the meeting does not have a casting vote.
- 7. PROXIES AND POSTAL VOTES**
- 7.1 Each Shareholder has the right to appoint a representative as its proxy to attend and vote at Shareholder meetings on its behalf. Any such representative so appointed is entitled to

attend and be heard at Shareholder meetings and to demand or join in demanding a poll, as if that representative was the relevant Shareholder.

7.2 A Shareholder may not cast a postal vote at a Shareholders' meeting unless the Board has previously authorised postal votes for that meeting in which case:

- (a) the notice of that meeting must state whether postal votes are authorised; and
- (b) postal voting must be carried out in accordance with clause 7 of the Schedule 1 to the Companies Act.

8. MINUTES

8.1 The Board must ensure that minutes are kept of all proceedings at Shareholder meetings.

8.2 Minutes which have been signed correct by the chair of the meeting are prima facie evidence of the proceedings.

9. SHAREHOLDER PROPOSALS

9.1 The Shareholders may give written notice to the Board of a matter the Shareholder proposes to raise for discussion or resolution at the next Shareholder meeting. The provisions of clause 9 of Schedule 1 of the Companies Act apply to any notice given under this rule 9.1.

9.2 The chair of a Shareholder meeting will allow a reasonable opportunity for the Shareholders to question, discuss or comment on the management of the Company.

10. OTHER PROCEEDINGS

10.1 Except as provided in this Schedule 1, and subject to this Constitution, a Shareholder meeting may regulate its own procedure.

SCHEDULE 2
RULES FOR BOARD PROCEEDINGS

1. FREQUENCY OF MEETINGS

1.1 The Board will meet at least 10 times per annum, or as otherwise resolved by the Board.

2. NOTICE OF MEETING

2.1 A Director or, if requested by a Director to do so, an employee of the Company, may convene a meeting of the Board by giving notice in accordance with this clause.

2.2 At least five Business Days' notice of a meeting of the Board must be given to every Director who is in New Zealand. The notice must include the date, time and place of the meeting and the matters to be discussed.

2.3 An irregularity in the notice of the meeting is waived if all Directors attend the meeting without protest as to the irregularity or if all Directors entitled to receive notice of the meeting agree to the waiver.

3. METHOD OF HOLDING MEETINGS

3.1 The Board may meet in person or by any technological means that allow participating Directors to be in communication with other participating Directors in a manner that is relatively contemporaneous. Where Directors are not all in attendance in one place but are holding a meeting through such a system of communication:

(a) the participating Directors will be taken to be assembled together at a meeting and present at that meeting (including for the purposes of quorum requirements);

(b) the meeting will be taken to be held at the place agreed to by the participating Directors so long as at least one participating Director is physically present at that place; and

(c) all proceedings at meetings conducted in such a manner will be valid and effective as if conducted at a meeting at which all of them were physically present.

4. QUORUM

4.1 At any meeting of Directors a quorum will only be present if at least 75% of Directors are present.

4.2 If a quorum is not present within 30 minutes of the time appointed for the commencement of the Board meeting, the Board meeting must be adjourned to the same day in the following week at the same time and place, or to such other date, time and place as the Chair may appoint, and if at the adjourned meeting a quorum is not present within one hour after the time appointed for the commencement of the meeting, the Directors present (regardless of the person who appointed them) will constitute a quorum. No business may be transacted at a meeting of Directors if a quorum is not present.

5. VOTING

5.1 Every Director has one vote.

5.2 The Chair does not have a second or casting vote.

- 5.3 Subject to clause 12.10, a resolution of the Board is passed if it is agreed to by all Directors present without dissent or if a majority of the votes cast on it are in favour of it.
- 5.4 A Director who abstains from voting is not presumed to have voted in favour of, or dissented to, the relevant resolution of the Board.
- 6. RESOLUTIONS**
- 6.1 A resolution in writing, signed or assented to by all Directors then entitled to receive notice of a Board meeting, is as valid and effective as if it had been passed at a meeting of the Board duly convened and held.
- 6.2 A resolution may consist of several documents (including facsimile or other similar means of communication) in like form each signed or assented to by one or more Directors.
- 6.3 A copy of all resolutions must be entered in the minute book of Board proceedings.
- 7. NO NOTICE TO DIRECTORS OUTSIDE NEW ZEALAND**
- 7.1 It is not necessary to give notice of a meeting of the Board to any Director temporarily absent from New Zealand.
- 8. MINUTES**
- 8.1 The Board must ensure minutes are kept of all proceedings at meetings of the Board.
- 9. OTHER PROCEEDINGS**
- 9.1 Except as provided in this Schedule 2 and this Constitution, the Board may regulate its own procedure.

Draft for approval, as tabled at 16 March 2026 EMSG meeting

Shareholders' Agreement relating to Northland Waters Limited

PARTIES

Far North District Council

Whangarei District Council

Kaipara District Council

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AGREEMENT dated [date] 2026

PARTIES

Far North District Council

("FNDC")

Whangarei District Council

("WDC")

Kaipara District Council

("KDC")

BACKGROUND

FNDC, WDC and KDC are Shareholders in the Company and have entered into this agreement to record how the parties will manage their shareholdings in the Company and their respective relationships with each other.

AGREEMENT

FNDC, WDC and KDC agree to give effect to the provisions set out in this agreement, including by exercising their rights as Shareholders in the Company.

SIGNATURES

FAR NORTH DISTRICT COUNCIL

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

WHANGAREI DISTRICT COUNCIL

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

KAIPARA DISTRICT COUNCIL

By:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

SCHEDULE 1
AGREEMENT DETAILS

<p>Address for notices <i>(clause 17.1, Schedule 2)</i></p>	<p>Far North District Council</p>	<p>Whangarei District Council</p>
	<p>Private Bag 752 Kaikohe 0440 5 Memorial Avenue Kaikohe Email: TBD Attention: TBD</p>	<p>Private Bag 9023 Te Mai Whangārei 0143 9 Rust Avenue Whangārei Email: TBD Attention: TBD</p>
	<p>Kaipara District Council</p>	<p>Private Bag 1001 Dargaville 32 Hokianga Road Dargaville 0310 Email: TBD Attention: TBD</p>
<p>Shareholders Representative Group membership <i>(Schedule 4)</i></p>	<p>Total number of members of the Shareholders Representative Group: 7</p> <p>Appointment of SRG Members:</p> <ul style="list-style-type: none"> • Two (2) SRG Members appointed by FNDC; • Two (2) SRG Members appointed by WDC; and • Two (2) SRG Members appointed by KDC. <p>An independent Chairperson will be appointed by the Shareholders Representative Group in accordance with Schedule 4.</p>	

SCHEDULE 2

TERMS AND CONDITIONS

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this agreement the following definitions apply:

Alternate means in relation to a Shareholder, an alternate to that Shareholder's appointed SRG Representative to attend and vote at meetings of the SRG but only where the relevant Shareholder's appointed SRG Representative is unable to do so.

Board means the board of Directors of the Company.

Board Skills Matrix means the board skills matrix to be developed, approved and updated by the SRG in consultation with the Board.

Business means the business and activities set out in clause 2.2 of the Constitution.

Business Day means any day other than a Saturday, Sunday or statutory public holiday in any of the Service Areas.

Class A Shares has the meaning given in the Constitution.

Class B Shares has the meaning given in the Constitution.

Companies Act means the Companies Act 1993.

Company means Northland Waters Limited.

Confidential Information means the provisions of this agreement and all other information of a confidential nature (which, where the confidentiality of the information is not expressly stated, shall be determined by the recipient, acting reasonably) obtained by one party from the other party under or in connection with this agreement, including, in relation to the Company, trade secrets, proprietary information and confidential information belonging to the Company that are not generally known to the public, including information concerning business plans, financial statements and other information provided pursuant to this agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents which the Company treats as confidential, and any other information in respect of which the Company is bound by an obligation of confidence owed to a third party.

Constitution means the constitution of the Company as filed with the New Zealand Companies Office on the incorporation of the Company, as amended from time to time.

Director means a director of the Company.

Establishment Costs means the costs incurred by each Shareholder:

- (a) during the period prior to the incorporation of the Company, in relation to the scoping and planning activities and establishment documents; and

- (b) during the Establishment Period in respect of the operational and transition costs incurred by the Company.

Establishment Period means the period between the Incorporation Date and the Operational Date.

Event of Default in respect of a Shareholder means where a Shareholder breaches or fails to observe any of the obligations under this agreement and:

- (a) if that breach or failure is capable of remedy, does not remedy that breach or failure within 20 Business Days of notice from any other Shareholder specifying the breach or failure and requiring remedy;
- (b) if that breach or failure is not capable of remedy; or
- (c) that breach or failure is material in the context of the obligations of that Shareholder under this agreement.

Expert Determination means determination of a dispute by reference to the process set out in clause 15.5.

Incorporation Date means the date on which the Company is incorporated as determined by the date recorded by the New Zealand Companies Office.

Independent Director has the meaning given in the Constitution.

LGA means the Local Government Act 2002.

LGFA means the New Zealand Local Government Funding Agency Limited.

LG (WS) Act means the Local Government (Water Services) Act 2025.

Local Authority has the meaning given to it in the LGA.

Operational Date means 1 July 2027, or any other later date as agreed by the Shareholders.

Ordinary Resolution has the meaning given to it in the Companies Act.

Reserved Matters means those matters listed in Schedule 3.

Security Interest includes a mortgage, debenture, charge, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Service Area:

- (a) in the context of the Company, has the meaning set out in the LG(WS) Act; and
- (b) in respect of each Shareholder, means that Shareholder's territorial district.

Shares means shares in the Company on issue from time to time, and includes all Class A Shares and Class B Shares.

Shareholder means a shareholder in the Company and includes any person who subsequently becomes a shareholder. Where Shares are held by persons jointly, those persons are considered one Shareholder for the purpose of this agreement.

Shareholders Representative Group or SRG means the joint committee formed by the Shareholders pursuant to clause 6.1.

SRG Representative means a member of the SRG.

Special Resolution has the meaning given in the Companies Act.

Statement of Expectations has the meaning given to it in the LG(WS) Act.

Terms of Reference means the terms of reference of the SRG set out in Schedule 4

Transfer Agreement has the meaning set out in the LG(WS) Act.

Transfer Principles means the principles set out in Schedule 7.

Transition Agreement means the agreement entered into between the Shareholders and the Company on or about the date of this agreement, which relates to the activities to be carried out by the Company, and the funding to be provided by the Shareholders to the Company, during the Establishment Period.

Water Services Annual Budget has the meaning set out in the LG(WS) Act.

Water Services Annual Report has the meaning set out in the LG(WS) Act.

Water Services Strategy has the meaning set out in the LG(WS) Act.

Water Services has the meaning set out in the LG(WS) Act, which will be the water services obligations to be transferred to the Company in accordance with the Transfer Agreement to be entered into between the Company and each Shareholder and as otherwise provided by the Company in the Service Areas.

1.2 **Interpretation:** In this agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) words in this agreement have the same meaning as in the Companies Act unless inconsistent with the context;
- (e) a reference to a party, person or entity includes:

- (i) an individual, firm, company, trust, partnership, joint venture, association, corporation, body corporate, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality); and
 - (ii) an employee, agent, successor, permitted assign, executor, administrator and other representative of such party, person, entity;
- (f) a reference to dollars or \$ is to New Zealand currency and excludes every tax and duty;
 - (g) a reference to a clause or schedule is to a clause or schedule of this agreement;
 - (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of any of them;
 - (i) references to the word 'include' or 'including' are to be construed without limitation;
 - (j) references to any form of law is to New Zealand law, including as amended or re-enacted;
 - (k) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (l) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
 - (m) any obligation falling due for performance on or by a day other than a Business Day shall be performed on or by the Business Day immediately following that day; and
 - (n) an obligation not to do something includes an obligation not to allow or cause that thing to be done.
- 1.3 **Subsidiaries of the Company:** If at any time the Company has a subsidiary (as defined in the Companies Act) or subsidiaries, the provisions of this agreement relating to the operation of the Company shall be read so as to relate to the group of companies consisting of the Company and its subsidiaries, rather than to the Company alone.
- 1.4 **Constitution:** In the event of any inconsistency between this agreement and the Constitution, this agreement will (as between the parties) prevail over the Constitution to the extent of the inconsistency (and consistent with the Companies Act) and the Shareholders will take such steps necessary to resolve the inconsistency.
- 2. ESTABLISHMENT OF COMPANY**
- 2.1 **Incorporation:** The Shareholders shall immediately after signing this agreement take all steps necessary (including signing documents) to incorporate the Company as a New Zealand registered company, on the basis set out below.

- (a) each Shareholder will be issued [10] Class A Shares, at an issue price of \$1.00 per share (which amount is deemed to have been received by the Company);
- (b) the initial directors will be [names];
- (c) the registered office and address for service of the Company will be [TBC]; and
- (d) the Constitution of the Company, in the form approved by the Shareholders, will be adopted on incorporation.

3. PURPOSE OF COMPANY

- 3.1 **Purpose:** It is the intention of the Shareholders that the Company is to carry on the Business.
- 3.2 **Review of Operating Model:** The Shareholders will review the Company's operations and financial performance, including its progress towards financial sustainability, not later than the date which is 3½ years after the Incorporation Date. As part of this review, the Shareholders will consider whether the Company should move towards price harmonisation across all Service Areas. Any decision to make any changes to the approach set out in clause 2.6 of the Constitution will require approval as a Reserved Matter.
- 3.3 **Public Ownership:** The Shareholders agree that all water services infrastructure and related assets owned by the Company shall remain in public ownership. This does not preclude the Company from accessing or benefiting from private funding or financing arrangements, provided such arrangements do not result in any transfer of ownership of those assets. No Shareholder will take any steps to approve or otherwise give effect to any action which is inconsistent with this clause.

4. BOARD AND DIRECTORS

- 4.1 **Board:**
 - (a) Following the Incorporation Date, the Shareholder Representative Group will appoint (and subsequently remove or replace) each Director in accordance with the Board Skills Matrix, with the aim of ensuring that the Board as a whole has the skills required by the Board Skills Matrix.
 - (b) The Company will have the number of Directors that comply with the Constitution.
 - (c) The Directors will be appointed and removed in accordance with the Constitution.

5. SHAREHOLDERS' OBLIGATIONS

- 5.1 **Voting and Shareholder Reserved Matters:**
 - (a) Subject to clause 5.1(b) and any resolution that is required by the Companies Act or the Constitution to be passed as a Special Resolution, all resolutions of meetings of the Shareholders may be passed by Ordinary Resolution.

- (b) The Company will not enter into any transaction or matter which is a Reserved Matter unless the entry into of that transaction or matter is approved in writing by the Shareholders in accordance with the relevant approval thresholds set out in Schedule 3.
- 5.2 **Duty to comply with Constitution:** Each Shareholder shall comply with the Company's Constitution.
- 5.3 **Compliance with laws:** The Shareholders will each ensure they comply with their, and the Company complies with its, obligations under the LGA, Local Government (Water Services Preliminary Arrangements) Act 2024, the LG(WS) Act and the Companies Act.
- 5.4 **Spirit of collaborative working:** The Shareholders must at all times act in a spirit of co-operation and collaborative working, endeavouring to act together to allow for the effective communication of the Shareholders' intentions or requirements to the Company.
- 5.5 **No surprises:** The Shareholders shall use best endeavours to act under the principle of "no surprises", both with the Company and with each other in relation to their respective interests.
- 6. SHAREHOLDERS REPRESENTATIVE GROUP**
- 6.1 **Establishment and Terms of Reference:** The Shareholders will establish a SRG in the manner set out below:
- (a) Promptly after the date of this agreement, the Shareholders will jointly establish, maintain and operate a SRG in accordance with the Terms of Reference to provide overarching governance of the Company, including:
- (i) in relation to the appointment of Directors to the Board of the Company;
- (ii) to assist the Shareholders to fulfil their obligations under this agreement; and
- (iii) where the Company has any obligation to consult with the Shareholders under the LG (WS) Act or other applicable law, to allow the Company to meet such obligation by consulting with the SRG.
- (b) Each Shareholder confirms the Terms of Reference for the SRG are the terms attached at Schedule 4.
- 6.2 **Delegations to a SRG Representative:** Each Shareholder agrees to delegate to its appointed SRG Representatives, and their Alternates, those responsibilities and powers set out in the Terms of Reference.
- 6.3 **Authority of SRG Representatives:** Subject to the delegations under clause 6.2, the Shareholders agree that any matter for a Shareholder under this agreement may be exercised by a duly authorised SRG Representative.
- 6.4 **Interface with SRG Representatives:** Each Shareholder is responsible for determining and managing the internal arrangements, processes, instructions, and decision-making protocols between that Shareholder and its appointed SRG Representative (and any Alternate).

7. LOANS AND GUARANTEES BY SHAREHOLDERS

- 7.1 **Loans and guarantees:** No Shareholder will be required to make any loans to the Company or guarantee the obligations of the Company, to any creditor or other party except with the express prior agreement of such Shareholder or as expressly set out in this agreement.
- 7.2 **Establishment Funding:** The Shareholders acknowledge and agree that, in advance of the Company receiving revenue from the Business (which will not occur until after the end of the Establishment Period), each Shareholder will provide working capital funding to the Company for the purpose of meeting the Establishment Costs. The terms on which such funding will be provided to the Company (which will include that this funding will be repaid by the Company upon the Company entering into its own funding arrangements) will be as agreed in writing between the Shareholders and the Company, including (in respect of funding provided during the Establishment Period) as set out in in the Transition Agreement.
- 7.3 **Debt Guarantee:** The Shareholders will provide a joint and several guarantee in favour of LGFA in respect of all of the Company's LGFA debt. Notwithstanding this, each Shareholder will only be responsible for the portion of the LGFA debt attributable to its Service Area if this guarantee is called on. The Shareholders will require the Board to review this attribution of liability on an annual basis for financial reporting purposes, with any change (which will take effect on 30 June in the relevant year) requiring the unanimous approval of the Shareholders in writing.

8. STATEMENT OF EXPECTATIONS

- 8.1 **Preparation:** The Shareholders will be responsible for jointly preparing the Statement of Expectations in accordance with the LG (WS) Act, within the time periods required by the LG (WS) Act. Each Shareholder will provide input into the proposed form of the Statement of Expectations, which will be reviewed and refined by the Shareholders Representative Group, who will consult with the Company to seek any feedback, to ensure a jointly agreed Statement of Expectations is adopted by the Shareholders. The Shareholders acknowledge that the first Statement of Expectations needs to be adopted by a date that is not later than 6 months from incorporation of the Company.
- 8.2 **Process:** Unless the Shareholders agree otherwise, or an alternative process is provided for in the LG(WS) Act (in which case that alternative process will be followed):
- (a) the SRG will meet within the timeframes required for the Company to adopt a Water Services Strategy under the LG(WS) Act, to discuss and agree to the process for preparing the next Statement of Expectations, which will include the input provided by each Shareholder for the Statement of Expectations and will be consistent with the Constitution and include consulting with the Company;
 - (b) the SRG Members will ensure that one or more Shareholders publish the process agreed in accordance with clause 8.2(a) on their website in accordance with the LG(WS) Act;
 - (c) the SRG Members will prepare a draft Statement of Expectations in accordance with the process agreed under clause 8.2(a) and the requirements of this agreement and the LG(WS) Act;

- (d) in addition to the requirements specified in the LG(WS) Act, the draft Statement of Expectations shall also include the matters set out in Schedule 6; and
- (e) the Shareholders must approve and adopt (as a Reserved Matter) the draft Statement of Expectations prepared in accordance with this clause, at least six months prior to the date on which the Company is required to adopt a Water Services Strategy under the LG(WS) Act.

Promptly after the Statement of Expectations has been approved and adopted in accordance with clause 8.2(e), the Statement of Expectations will be provided to the Chairperson of the Board, the Chief Executive of the Company and the Shareholders Representative Group.

- 8.3 **Amendments to the Statement of Expectations:** If the SRG considers that the Statement of Expectations, or any part of it, should be amended at any time, either on its own initiative or after request by any Shareholder, the SRG will follow the process set out in clauses 8.2(b) to (e) (with all necessary modifications). If any amendments to the Statement of Expectations are made out of cycle with the timing anticipated by the LG(WS) Act, the Shareholders acknowledge that the amended Statement of Expectations may not inform the Water Services Strategy required to be adopted by the Company, and also acknowledge that the Company is not required to amend its Water Services Strategy as a result of the amendments made.

9. TRANSFER AGREEMENTS

- 9.1 **Process:** During the Establishment Period, the Shareholders will:

- (a) agree with the Board a template form of Transfer Agreement, which will be used as the basis for preparing a Transfer Agreement for each Shareholder with the Company, together with the template form of any ancillary agreements required to be entered into as part of the transfer, such as transitional services agreements and shared interest agreements;
- (b) each undertake the process of identifying which assets, obligation and liabilities (including water debt) will be transferred by that Shareholder to the Company under its Transfer Agreement, by applying the Transfer Principles;
- (c) each negotiate the form of the Transfer Agreement (and any ancillary agreements) with the Company, in accordance with the provisions of this clause 9.1 and as contemplated by the LG (WS) Act; and
- (d) each enter into their agreed Transfer Agreement (and any ancillary agreements), prior to the Operational Date, with a completion date of 30 June 2027.

- 9.2 **Disputes:** If any Shareholder has not agreed the form of its Transfer Agreement with the Company by 30 April 2027 then that Shareholder will refer any unresolved issues between that Shareholder and the Company to Expert Determination.

- 9.3 **Stormwater:** The parties acknowledge that:

- (a) each Shareholder will remain responsible for all stormwater assets, and the provision of and charging for, stormwater services (as defined in the LG (WS) Act), within its Service Area; and

- (b) no stormwater assets will be transferred by a Shareholder to the Company;
- (c) a Shareholder may contract some services from the Company in respect of the stormwater services that are required to be provided by that Shareholder in its Service Area.

10. SHARES AND SHAREHOLDINGS

- 10.1 **Share issue:** Subject to approval of the Shareholders in accordance with clause 5.1, the Board may issue Shares in accordance with the Constitution and this agreement.
- 10.2 **No sale:** No Shareholder shall directly or indirectly sell, transfer, or dispose of the legal or beneficial ownership of, or the control of, any of its Shares otherwise than in compliance with this clause 10, the Constitution and the LG(WS) Act.
- 10.3 **New Shareholders:** A Local Authority who is not an existing Shareholder may be admitted as an additional Shareholder in accordance with the process and requirements set out in Schedule 8.
- 10.4 **Shareholder Exit:** A Shareholder who wishes to exit from its shareholding in the Company may do so in accordance with the process and requirements set out in Schedule 9.
- 10.5 **No Security Interest:** A Shareholder must not grant a Security Interest over any of its Shares.
- 10.6 **Amalgamation of Local Authorities:** In the event of an amalgamation or any other change in the governance structure of a Shareholder, the Shareholders will meet and discuss the effect of the amalgamation on the shareholding structure of the Company and will exercise their voting rights to ensure that the shareholding percentages for the Shares remain reasonable as agreed by all Shareholders.

11. DISTRIBUTIONS

- 11.1 **Principle:** The Shareholders acknowledge and agree that:
 - (a) if the Company generates any surplus, it is the Shareholders' expectation that such surplus will be either retained by the Company or reinvested in the provision of the Water Services, taking into account clause 2.7 of the Constitution; and
 - (b) there is no expectation by the Shareholders of any distributions being made by the Company to the Shareholders.

12. CAPITAL CONTRIBUTIONS

- 12.1 **Principles:** The Shareholders acknowledge that the Company may request that a capital contribution be made by one or more of the Shareholders to the Company, for example where those assets have been requested by that Shareholder (or by more than one Shareholder) to support the delivery of the Water Services in one or more of the Service Areas. Where this occurs, the capital contribution will be identified as either:
 - (a) benefiting one Service Area only; or

- (b) benefiting more than one of the Service Areas,

and the amount of any such requested capital contribution from any Shareholder will be determined by whether that capital contribution benefits that Shareholder's Service Area or other Service Areas. Nothing in this clause operates to require any Shareholder to make any capital contribution to the Company.

- 12.2 **Policy:** A capital contributions policy will be developed by the Company and approved by the Shareholders, which will set out the basis on which any such capital contribution requests will be made by the Company, consistent with the principles in clause 12.1.

13. TERM AND TERMINATION

- 13.1 **Term:** This agreement commences on the date signed by all parties and continues until the first date on which:

- (a) in respect of a Shareholder, that Shareholder no longer holds any Shares;
- (b) only one Shareholder owns all Shares;
- (c) none of the Shareholders hold Shares; or
- (d) the date on which the Company is liquidated.

- 13.2 **Effect of termination:** Any termination of this agreement with respect to a Shareholder does not affect any accrued rights that Shareholder may have against the other parties to this agreement or which the other parties to this agreement may have against it.

- 13.3 **Liquidation:**

- (a) Where this agreement terminates under clause 13.1(a), 13.1(c) or 14.1, the Shareholders must, without delay, take all necessary steps to appoint a liquidator to the Company.
- (b) Any liquidator must be agreed by the Shareholders within 10 Business Days of the terminating event under clause 13.1(a), 13.1(c) or 14.1, or failing agreement, shall be chosen on the application of any Shareholder by the President for the time being of the New Zealand Law Society or his or her nominee.
- (c) The following principles will apply to the distribution of assets and liabilities of the Company upon a liquidation:
 - (i) each Shareholder will be entitled to, and will, take a transfer of all of the assets (including reserves) and associated contractual arrangements from the Company that relate to its Service Area, along with the relevant debt apportioned to those assets, in each case on the basis of an independent valuation of those assets;
 - (ii) where an asset and/or associated contractual arrangement relates to more than one Service Area, or where an asset has been funded by more than one Shareholder, an apportionment will be made as between the relevant Shareholders to ensure an appropriate allocation of the benefit and the burden of each asset or arrangement, which may include a

contractual arrangement between those Councils in respect of those assets or arrangements; and

- (iii) the basis on which the allocations and valuations will be made for the purposes of this clause 13.3(c) will be determined by the SRG, with any disputes referred to Expert Determination.

- 13.4 **Survival:** Termination of this agreement will not affect the rights and obligations of the Shareholders set out in clauses 15, 16 and 17, together with this clause 13.4, which are intended to survive the termination of this agreement.

14. SUSPENSION OF RIGHTS

- 14.1 **Consequences:** If an Event of Default occurs in respect of a Shareholder (the "**Defaulting Shareholder**") any other Shareholder may, while that Event of Default continues, by notice in writing to the Defaulting Shareholder and each other Shareholder, require that the Defaulting Shareholder is suspended as follows:

- (a) all rights of the Defaulting Shareholder under this agreement (including the right to vote on a Reserved Matter) and all rights attaching to the Defaulting Shareholder's Shares ("**Default Shares**") (including voting) are suspended and the Default Shares are not to be counted for the purpose of determining the required level of support for a Reserved Matter or a quorum for a Shareholders' meeting; and
- (b) all voting rights of that Shareholder's members of the SRG will be suspended,

provided that any suspension of rights set out in this clause will automatically cease to have effect upon that Event of Default having been cured by the Defaulting Shareholder.

- 14.2 **Voting During Suspension Period:** The parties agree that, where a Shareholder's rights have been suspended pursuant to clause 14.1, any vote on a Reserved Matter can only be undertaken after the next Business Day which is at least 30 days after the suspension takes effect (or the next Business Day after the date on which the suspension is lifted, if earlier).

- 14.3 **Default interest:** If either party does not pay any amount payable under this agreement on the due date for payment ("**Due Date**") that party shall pay to the other party interest (both before and after judgment) on that amount. That interest:

- (a) shall be paid at a default rate of the then current Official Cash Rate plus 5% per annum;
- (b) shall be paid by instalments at intervals of ten Business Days from the Due Date; and
- (c) shall be calculated on a daily basis from and including the Due Date until the unpaid amount is paid in full.

The right of a party to require payment of interest under this clause does not limit any other right or remedy of that party.

14.4 **Other remedies:** Clauses 14.1 and 14.3 are without prejudice to any other right, power or remedy under this agreement, at law, or otherwise, that any Shareholder has in respect of a default by any other Shareholder.

15. DISPUTE RESOLUTION

15.1 **Notice in writing:** If a party claims that a dispute has arisen, that party must give written notice to the other parties. The written notice must specify the nature of the dispute.

15.2 **Negotiation:**

- (a) On receipt of a notice delivered in accordance with clause 15.1 and before any party may refer a dispute to mediation, the Representatives must, in good faith and acting reasonably, do their best to resolve the dispute quickly and efficiently through negotiation.
- (b) If any Representative considers that the dispute is not being resolved in a timely manner, such Representative may serve written notice on the other parties' Representatives to escalate the dispute to the Chief Executives or equivalent (where the Representatives are not the Chief Executive or equivalent) of the applicable Shareholders for resolution.
- (c) If the dispute has not been resolved within 20 Business Days (or within such other period as agreed by the parties) of the date of the notice referred to in clause 15.2, any party may submit the dispute to mediation.

15.3 **Mediation:**

- (a) If the parties do not resolve the dispute by negotiation, the parties must, in good faith and acting reasonably, do their best to resolve the dispute by participating in mediation with an independent mediator.
- (b) If the parties do not agree on a mediator, then the mediator will be appointed by the New Zealand Dispute Resolution Centre.
- (c) The parties must mediate the dispute in accordance with principles agreed between them or, if no agreement can be reached, the New Zealand Dispute Resolution Centre Mediation Rules.
- (d) Unless the parties agree otherwise, the mediator's fee and any other costs of the mediation itself (such as for venue hire or refreshments) will be shared equally between the parties, but the parties will each pay their own costs of preparing for and participating in the mediation (such as for travel and legal representation).

15.4 **Arbitration**

- (a) If the dispute has not been resolved within 40 Business Days (or within such other period as agreed by the parties) of the dispute being referred to mediation, any party (the "**Initiating Party**") may refer such dispute to binding arbitration by issuing a written notice ("**Arbitration Notice**") to the other Party or Parties (together with the Initiating Party, the "**Disputing Parties**") for final resolution in accordance with the provisions of this clause 15.4 and in accordance with the

provisions of the Rules of Arbitration of the New Zealand Dispute Resolution Centre, as amended or modified from time to time ("**NZDRC Rules**").

- (b) The arbitral panel shall consist of one arbitrator. The arbitrator will be appointed by the agreement of the Disputing Parties or, failing agreement within 10 Business Days of the date of the Arbitration Notice, in accordance with the NZDRC Rules.
- (c) The seat of arbitration shall be Whangarei, and the arbitration shall be conducted in the English language.
- (d) The award of the arbitration shall be in writing and must include reasons for the decision.
- (e) The award of the arbitration shall be final and binding on the parties. No party may appeal to the High Court under Clause 5 of the Second Schedule of the Arbitration Act 1996 on any question of law arising out of an award.
- (f) The award shall allocate or apportion the costs of the arbitration as the arbitrator deems fair.
- (g) Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this agreement.

15.5 **Expert Determination:** Where this agreement provides for a matter to be resolved through Expert Determination, this clause will apply. Any party may give written notice to the other parties referring the dispute for determination by a single person who is suitably qualified and experienced (**Expert**) to determine the matter in dispute (**Dispute Notice**). If the parties cannot agree on the person to be appointed as Expert within 5 Business Days after delivery of the Dispute Notice, the Expert will be nominated by the President for the time being of the New Zealand Law Society. In resolving the Dispute:

- (a) the Expert will be deemed to be acting as an expert, not as a mediator or an arbitrator;
- (b) nothing in this clause will constitute a submission to arbitration under the Arbitration Act 1996;
- (c) each party must give the Expert any information and assistance, and will ensure that its duly authorised representatives meet with the Expert, as the Expert may reasonably require in order to expedite the resolution of the Dispute;
- (d) the parties will be jointly and severally liable to the Expert for all costs incurred by the Expert, but the Expert may allocate, as between the parties, the responsibility for payment of those costs and that allocation will be binding on the parties; and
- (e) any determination of the Expert will, in the absence of obvious error or fraud on the part of the Expert, be final and binding on the parties.

15.6 **Implementation of agreement:** The parties must do whatever is reasonably necessary to put into effect any negotiated, determined or mediated agreement, arbitral award or other resolution. This includes exercising voting rights and other powers as required.

- 15.7 **Rights and obligations during a dispute:** During a dispute, each party must continue to perform its obligations under this agreement.
- 15.8 **Interlocutory relief and right to terminate:** This clause does not restrict or limit the right of a party to obtain interlocutory relief, or to immediately terminate this agreement where this agreement provides such a right.
- 16. CONFIDENTIAL INFORMATION AND PUBLIC ANNOUNCEMENTS**
- 16.1 **Confidentiality:** Each party must keep confidential the Confidential Information, and must not disclose or permit the disclosure of such Confidential Information to any other person. If a party becomes aware of a breach of this obligation, that party will immediately notify the other parties.
- 16.2 **Further permitted use and disclosure:** This agreement does not prohibit the disclosure of Confidential Information by a party in the following circumstances:
- (a) the other parties have consented to the disclosure of the relevant Confidential Information;
 - (b) the disclosure is specifically contemplated and permitted by this agreement;
 - (c) the disclosure of Confidential Information is to an employee, subcontractor, agent or representative who needs it for the purposes of this agreement;
 - (d) the disclosure is to a professional adviser in order for it to provide advice in relation to matters arising under or in connection with this agreement;
 - (e) the disclosure is required by a court or governmental or administrative authority; or
 - (f) the disclosure is required by applicable law or regulation, including under the Local Government Official Information and Meetings Act 1987.
- 16.3 **Public announcements and media releases:** Each party agrees that it will not make any public announcements or issue media releases in connection with, or on behalf of, the other Shareholders or the Company in relation to the Company or any of the Water Services, except with the written consent of the other Shareholders. Nothing in this provision shall prohibit or restrict a Shareholder from making a public announcements or media releases in connection with the Shareholder's own involvement with, or policies in relation to, the Company.
- 17. NOTICES**
- 17.1 **Giving notices:** Any notice or communication given to a party under this agreement is only given if it is in writing and sent in one of the following ways:
- (a) delivered or posted to that party at its address and marked for the attention of the relevant department or officer (if any) set out in Schedule 1; or
 - (b) emailed to that party at its email address and marked for the attention of the representative set out in Schedule 1.

- 17.2 **Change of details:** If a party gives the other party three Business Days' notice of a change of its physical address or email address, any notice or communication is only given by that other party if it is delivered or emailed to the latest physical address or email address.
- 17.3 **Time notice is given:** Any notice or communication is to be treated as given at the following time:
- (a) If it is delivered, when it is left at the relevant address.
 - (b) If it is sent by email, when it is received in readable form addressed in the manner specified above.

However, if any notice or communication is given, on a day that is not a Business Day or after 5pm on a Business Day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

18. GENERAL

- 18.1 **No partnership, joint venture:** Nothing in this agreement shall create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between any of the Shareholders, and a Shareholder may not make, or allow to be made, any representation that any such relationship exists between any of the Shareholders. A Shareholder shall not have authority to act for, or to incur any obligation on behalf of, any other Shareholder, except as expressly provided for in this agreement.
- 18.2 **No privity:** Other than as expressly provided for in this agreement, this agreement is not intended to confer a benefit on any person or class of persons who is not a party to it.
- 18.3 **Board action:** Wherever this agreement requires the Board to do anything, each Shareholder shall take all steps available to it to ensure that the Director or Directors appointed by that Shareholder takes all necessary steps to do that thing.
- 18.4 **Counterparts:** This agreement is deemed to be signed by a party if that party has signed or attached that party's signatures to any of the following formats of this agreement:
- (a) an original; or
 - (b) a photocopy; or
 - (c) an electronic copy;
- and if every party has signed or attached that party's signatures to any such format and delivered it in any such format to the other parties, the executed formats shall together constitute a binding agreement between the parties.
- 18.5 **Entire agreement:** This agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written agreement or anything said or done by or on behalf of another party before this agreement was executed.
- 18.6 **Severance:** If any provision of this agreement is, or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this agreement without affecting the validity of the remainder of this agreement and shall not affect the enforceability, legality, validity or application of any other provision of this agreement.

- 18.7 **Further assurance:** Each party shall make all applications, execute all documents and do or procure all other acts and things reasonably required to implement and to carry out its obligations under, and the intention of, this agreement.
- 18.8 **Amendment:** Any amendment to this agreement will require the approval in writing of all of the Shareholders.
- 18.9 **Assignments and transfer:** A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other parties.
- 18.10 **Costs:** Except as otherwise set out in this agreement, each party must pay its own costs and expenses, including legal costs and expenses, in relation to preparing, negotiating, executing and completing this agreement and any document related to this agreement.
- 18.11 **Inconsistency with Constitution:** If there is any inconsistency between this agreement and the Constitution then the parties agree to abide by this agreement and to do everything required to change the Constitution so that it is consistent with this agreement.
- 18.12 **Waivers:**
- (a) A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular right, obligation or breach for which it is given. It is not an implied waiver of any other right, obligation or breach or an implied waiver of that right, obligation or breach on any other occasion.
 - (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.
- 18.13 **Governing law:** This agreement is governed by the laws of New Zealand.

SCHEDULE 3
Reserved Matters

Matter or transaction	Approval requirement
Special Resolution Matters	
Any amendment to, revocation of, or adoption of, the Constitution, including any change to clause 2.7 of the Constitution relating to financial ringfencing.	Unanimous Resolution
"Major transactions" as that term is defined in the Companies Act.	Special Resolution
Any resolution to put the Company into liquidation or to wind up to the Company.	Special Resolution
Any resolution to amalgamate the Company with one or more other companies.	Special Resolution
Any change to the Terms of Reference for the SRG.	Unanimous Resolution
Statement of Expectations	
A decision to approve and adopt the draft Statement of Expectations.	Unanimous Resolution
Shareholdings/Shares	
Any issue of Shares, securities that are convertible into or exchangeable for Shares, or options to acquire Shares.	Unanimous Resolution
Any alteration of rights, privileges or conditions attaching to the Shares.	Ordinary Resolution
Any transfer by the Company of Shares held by the Company or any purchase or other acquisition by the Company of its own Shares.	Unanimous Resolution
Any consolidation, division, or subdivision of Shares.	Ordinary Resolution
Any cancellation, buy-back or reduction of Shares, securities that are convertible into or exchangeable for Shares, or options to acquire Shares.	Ordinary Resolution
The giving of any financial assistance for the purpose of, or in connection with, the purchase of Shares.	Ordinary Resolution
Making a material change in the nature of the Company's business or engaging in business activities other than the Business.	Unanimous Resolution
Shareholder Changes	
A decision to approve a new Shareholder, including the terms of admission.	Unanimous Resolution
A decision to approve the exit of an existing Shareholder, including the terms of exit.	Unanimous Resolution

SCHEDULE 4**Shareholders Representative Group (SRG) Terms of Reference****Shareholders Representative Group****Purpose**

1. The Shareholders Representative Group ("**SRG**") is established to:
 - provide governance oversight of the Company which provides Water Services in the Service Areas; and
 - provide a forum for the representatives of the Shareholders to meet, discuss and co-ordinate decision-making on relevant issues and through their representatives exercise the Shareholders' powers make certain decisions relating to the Company.

Status

2. The SRG is a joint representative committee of the Shareholders.

Administration

3. One of the Shareholders will provide administrative and secretarial support to the SRG. As at the Incorporation Date this will be Whangarei District Council. All reasonable expenses incurred in providing such administrative support will be reimbursed by the Company.

Specific responsibilities

4. The SRG's responsibilities are:

Governance oversight responsibilities

Governance oversight of the Company, including by:

- Receiving and considering the half-yearly and annual reports of the Company;
- Reviewing and considering reporting from the Company as required under the Transition Agreement;
- Receiving and considering such other information from the Company as the SRG may request on behalf of the Shareholders and/or receive from time to time;
- Undertaking performance and other monitoring of the Company;
- Considering and providing recommendations to the Shareholders on proposals from the Company;
- Providing co-ordinated feedback, and recommendations as needed, on any matters requested by the Company or any Shareholder;
- Preparing the draft form of the Statement of Expectations, receiving feedback from the Shareholders on this and producing a final draft of the Statement of Expectations for approval by the Shareholders;

- Agreeing when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required, without prejudice to Shareholder and Board rights to call meetings under the Company's Constitution;
- Monitoring the performance of the Board, including by commissioning an independent assessment of the performance of the Board at not less than 3 yearly intervals; and
- Providing recommendations to the Shareholders regarding changes to these Terms of Reference, the Shareholders' Agreement and the Constitution of the Company.

SRG decision-making

- Developing and updating, and approving, the Board Skills Matrix in consultation with the Board;
- Seeking and interviewing candidates for the Company's Board as needed, with reference to the Board Skills Matrix, and approving Director appointments and/or removals;
- Appointing the Chair of the Company, taking into account the recommendation of the Board;
- Approving the remuneration of directors of the Company, which will be market-based and independently assessed; and
- Making any decision relating to the Transition Agreement, as contemplated by the Transition Agreement.

Membership

5. Each Shareholder shall appoint two SRG Representatives to the SRG by resolution in accordance with their respective council decision-making framework.
6. At least one of the appointed SRG Representatives of each Shareholder must be an elected member of the respective Shareholder.
7. For each appointed SRG Representative, the Shareholders shall also appoint an Alternate. If an Alternate is appointed for a SRG Representative who is an elected member, that Alternate must also be an elected member of the respective Shareholder.
8. Written notice of all appointments, including Alternates, must be provided to the SRG and to each Shareholder.
9. A Shareholder may replace any SRG Representative or Alternate at any time by providing written notice to the SRG and to other Shareholders.

Alternates

10. Each member appointed to the SRG must have an Alternate appointed by the relevant Shareholder. The Alternate may attend and vote at meetings of the SRG, but only in the event that the appointed representative is unable to do so.

Attendance

11. Each Shareholder will ensure that its appointed SRG Representatives or their Alternate attends each meeting of the SRG.

12. If a SRG Representative or their Alternate is not present at 2 consecutive SRG meetings, that Shareholder will be required, on notice by any other Shareholder, to replace that Representative and Alternate.

Quorum

13. No business may be transacted at an SRG meeting if a quorum is not present.
14. For a meeting of the SRG to have a quorum, at least 1 SRG Member who is an elected member of that Shareholder must be present (or their Alternate) must be in attendance, whether in person or via an approved virtual platform.
15. If a quorum is not present within 30 minutes after the scheduled start time for the meeting:
- a) the meeting is adjourned to:
 - (i) the same day in the following week at the same time and place, or
 - (ii) to another date, time and place to be fixed by all of the SRG Members which is not earlier than 5 Business Days after the date of the adjourned meeting; and
 - b) at the adjourned meeting, those SRG Members present shall constitute a quorum, regardless of the number of Shareholders represented.
16. Where the SRG is providing a forum for the Shareholders to meet and exercise their powers in relation to the Company, the requirements of the Company's Constitution and Shareholders' Agreement will prevail.

Meeting frequency

17. The SRG may hold as many meetings as the SRG Representatives determine are necessary to enable it to carry out its functions and exercise its powers properly, provided that the SRG will meet not less than 4 times per year.
18. It is expected that during the Establishment Period, the SRG will meet more frequently to support establishment and transition activities.

Independent Chairperson

19. The Independent Chairperson of the Shareholders' Representative Group shall be appointed by the SRG once all SRG Representatives have been appointed. The Chairperson will be an additional SRG Member, who must be independent of the Shareholders. The Chairperson shall have no right to vote on any matters. For the purposes of this Schedule, "appointing" means the formal selection and confirmation of a candidate through a structured and transparent recruitment process, which shall include:
- (a) assessment of candidates against an agreed criteria for independence, skills, and experience;
 - (b) an interview and evaluation process conducted by the SRG; and
 - (c) approval of the successful candidate by a 75% majority vote of the SRG Members.

Decision-making

20. The SRG will strive to make all decisions by consensus, provided that any decision as to the appointment or removal of any Director, the appointment of the Chair or any matter relating to the Transition Agreement must be by unanimous decision.
21. Subject to clause 20 and any other provision of these Terms of Reference, in the event that a consensus on a particular matter before the SRG is not able to be reached (as determined by the Chairperson), the decision on that matter will be by a majority vote and each member of the SRG (excluding the Chairperson) has a deliberative vote.
22. The SRG Members will ensure that no matters requiring decision by the SRG will be scheduled for decision-making during the period from the close of voting on election day for any Shareholder until the new elected members of that Shareholder come into office (being the day after the official declaration of results).

Remuneration and reimbursement of expenses

23. The remuneration of the Chairperson will be paid by the Company, at a level determined by a unanimous decision of the SRG to reflect skills, experience, responsibility and time commitment of that role, in a manner which is consistent with any policy approved by each of the Shareholders for such remuneration.
24. When a Shareholder appoints an elected member as an SRG Representative, their SRG duties are deemed to be Council business for the purposes of that Shareholder's own policies. Any further remuneration for SRG duties may be set and funded by the appointing Shareholder.
25. Each non-elected SRG Representative:
 - a) will be remunerated by their appointing Shareholder for carrying out their SRG duties. The level of such remuneration will be set by unanimous agreement of the Shareholders and will be applied on a consistent basis by each Shareholder; and
 - b) will be indemnified by their appointing Shareholder in respect of all matters relating to their performance of their role as a SRG Representative, on a consistent basis by each Shareholder.
26. All SRG Representatives (elected and non-elected) are entitled to reimbursement of actual and reasonable expenses incurred in performing SRG duties, in accordance with each appointing Shareholder's policy.
27. Remuneration under this clause does not create any employment relationship with the Company or any of the Shareholders.

Policies

28. The SRG will develop and agree:
 - a) a process to manage actual, potential and perceived conflicts of interest of SRG Representatives and Shareholders;
 - b) a code of conduct for all SRG Members;
 - c) confidentiality protocols and disclosure policies;

- d) standing orders relating to the operation of SRG meetings; and
- e) such other policies as the SRG determines.

Administration

- 29. There must be an agenda for each meeting that sets out the items that will be considered at the meeting.
- 30. Any agenda item for decision must be supported by a report and any associated material.
- 31. Reports to be considered by the SRG may be submitted by any of the Shareholders or the Company.

Manner of calling meetings

- 32. The Independent Chairperson calls meetings.
- 33. Notice of a meeting:
 - a) must be written, and state the time and place of the meeting;
 - b) may be given by post, delivery, or electronic communication; and
 - c) must be given or sent to each member's current postal or electronic address.
- 34. Notice must be given to SRG Representatives (and their Alternates) at least 14 days before the meeting unless the SRG has adopted a schedule of meetings, in which case notice must be given at least 14 days before the first meeting on the schedule.
- 35. The Independent Chairperson may call a meeting on a shorter period of notice, with the approval of a majority of the SRG Representatives.

Electronic attendance and voting

- 36. A meeting of the SRG may be held either:
 - a) by a number of the SRG Representatives (or their Alternates) who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or
 - b) by means of electronic link by which all SRG Representatives (or their Alternates) participating and constituting a quorum can simultaneously hear each other throughout the meeting; or
 - c) a combination of a) and b).
- 37. For the avoidance of doubt, SRG Representatives (or their Alternates) who attend meetings by electronic link will be counted as present for the purposes of a quorum.
- 38. SRG Representatives (or their Alternates) can vote by electronic means.

Other

39. The SRG may regulate its own procedure for a matter that is not expressly covered by these Terms of Reference or if any relevant Act and this Shareholders' Agreement does not specify a procedure for the matter.

Minor amendment

40. These Terms of Reference may be amended at any time by consensus of the SRG, provided that the amendment is:
- a) of a formal or technical nature
 - b) made to correct a manifest error or inconsistency; or
 - c) necessary to comply with the provisions of any law and:
 - (i) The SRG has notified the Shareholders of the proposed change at least 20 Business Days before the effective date of the amendment; and
 - (ii) No Shareholder has objected to the amendment by notice in writing within that 20 Business Day period.

Review

41. The SRG will review these Terms of Reference annually (or at such other intervals as determined by the SRG) and may recommend any amendments to the Shareholders, who may amend these Terms of Reference as a Reserved Matter.

Common delegations

Governance oversight responsibilities

1. Each Shareholder will delegate to the SRG the responsibilities and powers necessary to participate in and carry out the SRG governance oversight responsibilities.

Shareholders' responsibilities

2. Each Shareholder will delegate to its appointed SRG Representative and, in accordance with these terms of reference, that person's Alternate, all responsibilities and powers in relation to the agreement of:
- a) when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required (without prejudice to Shareholder and Board rights to call meetings under the Company's Constitution); and
 - b) the appointment, removal and remuneration of directors.

SCHEDULE 5**Major Decisions during the Establishment Period****1. Purpose**

- 1.1. To set out the framework that applies to Shareholders' decision-making during the Establishment Period.

2. Scope of this Framework

- 2.1. Each Shareholder must continue to operate its Water Services during the Establishment Period in a manner that ensures:
- a) a no-harm approach to staff, customers, and other stakeholders; and
 - b) the future success and operational readiness of the Company.
- 2.2. Pragmatic steps need to be taken to ensure existing operations continue as seamlessly as possible and relationships are effectively managed and maintained as Shareholders prepare to transfer their Water Services business to the Company, and the Company prepares to receive that transfer.
- 2.3. This Major Decisions Framework applies to major decisions by each Shareholder during the Establishment Period. To the extent of any inconsistency between this Framework and the terms of an executed Transfer Agreement, the Transfer Agreement prevails.

3. Business-as-Usual Decisions (Not Major Decisions)

- 3.1. A proposed decision is not a Major Decision for the purpose of this Framework to the extent it relates to the Shareholders' obligation to:
- a) Operate and conduct its Water Services in the normal course consistent with established business practices in place as at the Incorporation Date;
 - b) Make payments and discharge obligations in a manner consistent with timing/methods used in the 12 months prior to the Shareholders' Agreement;
 - c) Undertake all steps necessary to negotiate, finalise and enter into its Transfer Agreement with the Company prior to the Operational Date; and
 - d) Complete an annual plan, long-term plan, or LTP amendment during the Establishment Period where the decision does not reduce the forecast price increases for water charges set out in the Relevant Long-Term Plan (or in any submitted Water Services delivery plan where that plan projects higher price increases than the Relevant Long-Term Plan).

4. Major Decisions

- 4.1. A proposed decision by a Shareholder is a "Major Decision" if it relates to any of the following:

- a) Rates/charges trajectory: a decision described in clause 4.1(d) that would not align with the forecast price increases for water charges set out in the Relevant Long-Term Plan (or applicable Water Services delivery plan where higher).
- b) Policy adoption/amendment: adoption or amendment of a policy required under the Local Government Act 2002 that relates to Water Services to be transferred to the Company.
- c) By-laws: adoption or amendment of any by-law that relates to water services.
- d) Strategic assets: any purchase or disposal of a strategic asset relevant to Water Services (including interests in land used for treatment, storage, reticulation, wastewater, or access to operational facilities), other than in accordance with the Relevant Long-Term Plan.
- e) Capital works: undertaking any capital works programme or committing to material capital expenditure other than in accordance with the Relevant Long-Term Plan.
- f) Employment cost changes: any material increase in employment costs for employees who primarily work in Water Services and are anticipated to transfer to the Company under the Transfer Agreement (excluding the Council Chief Executive and executive-level roles).
- g) Financing: entry into any loan or other financial arrangement in relation to Water Services other than in accordance with the Relevant Long-Term Plan.
- h) Contracts: entry into or renewal of any contract (other than capital works contracts) that exceeds a period beyond six (6) months after the Operational Date.

5. Process for Major Decisions

5.1. Where a proposed decision is a Major Decision:

- a) The Chief Executive of each Shareholder must engage with the Chief Executive of the Company (or, if pending appointment, the person nominated by the Company's Directors) ("**Company Representative**") before the Shareholder initiates formal decision-making.
- b) The Shareholders must provide sufficient information and analysis to enable the Company Representative to understand the proposal and its potential impacts.
- c) The Company Representative may provide recommendations, mitigations, or alternatives (including any adverse impacts the decision may have on the ability of the Company to carry on the Water Services business from the Operational Date in the manner contemplated by the Water Services Delivery Plan).
- d) Each Shareholder must have regard to (and respond to) the Company's recommendations, mitigations or alternatives before a formal decision is made.
- e) Following the decision, the Shareholder must provide one-off or periodic reporting (as appropriate) to the Company on the decision taken and the outcomes of that decision.

5.2. This Framework does not waive or alter any rights or obligations of the Company and the relevant Council under a Transfer Agreement or otherwise.

SCHEDULE 6**Statement of Expectations****Legislatively required content**

1. As required under the LG(WS) Act, the Statement of Expectations must include:
 - a) the outcomes that the Shareholders expect the water organisation to achieve by providing water services; and
 - b) requirements relating to the territorial authority's resource management planning and land use planning that are relevant to the water organisation's Service Area; and
 - c) a requirement that the water organisation must act in accordance with any relevant statutory obligation that applies to a Shareholder that is a territorial authority; and
 - d) the information that the water organisation must include in its Water Services half-yearly report.

Agreed additional content

2. How the Shareholders require the water organisation to conduct its relationships with:
 - a) the Shareholders
 - b) the Shareholders' communities or any specified stakeholders within those communities
 - c) hapū, iwi, and other Māori organisations
 - d) consumers in the water organisation's Service Area
3. Performance indicators and measures
4. Expectations relating to the strategic priorities to be included in the water organisation's Water Services strategy
5. A requirement that the water organisation act in accordance with an obligation that a Shareholder that is a territorial authority may have with a third party (including with hapū, iwi, or other Māori organisations) under a contract or other agreement
6. A requirement to undertake community or consumer engagement, and the contents of that engagement
7. Expectations in relation to collaborating with the Shareholders and other parties when providing water services
8. A requirement that part or all of the water organisation's Water Services Strategy be independently reviewed or audited
9. An obligation on the Company to consider and report on potential options for moving towards a price harmonisation model for water charges across all Service Areas, within 3½ years after the incorporation of the Company.

10. A matter that applies:

- a) to all or a specified part of the Water Services provided by the water organisation (for example, a matter that applies only to wastewater);
- b) to all or a specified part of the water organisation's Service Area (for example, a matter that applies only to a territorial authority's district).

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SCHEDULE 7**Transfer Principles****Principles relating to the identification of all relevant responsibilities, assets and liabilities (including water debt) to be included in the Transfer Agreement by each Shareholder**

1. All statutory obligations relating to the provision of Water Services will transfer from the Shareholder to the Company.
2. Assets to be transferred must relate to, or primarily to, the Water Services (including the drinking water network and wastewater network), and will include all work in progress as at the Operational Date.
3. If any assets currently used by a Shareholder to provide Water Services are not owned by the Shareholder, the Shareholder will use reasonable endeavours to transfer the rights that Shareholder has to those assets to the Company.
4. All assets will be transferred on an 'as is, where is' basis.
5. The Shareholder will provide the Company with such information as it has as to the condition of the assets, the liabilities (including water debt), and the transferring obligations, and any financial and legal risks relating to these matters.
6. Freehold land required for the provision of Water Services will generally be transferred to the Company. However, if transfer is legally prohibited, impractical, or inconsistent with other statutory obligations, the Shareholder may retain ownership. In such cases, the Shareholder is responsible for ensuring the Company has secure, long-term access rights to the land for Water Services operations.
7. Lease or access arrangements will be put in place for shared land use between the Shareholder and the Company.
8. The Shareholder will transfer to the Company, or otherwise ensure that the Company has the benefit of, all resource consents.
9. The Shareholder will transfer to the Company, or otherwise ensure that the Company has the benefit of, all discharge consents.
10. The treatment of land use consents will be determined on a case by case basis.
11. Existing abatement notices and infringement notices will transfer to the Company along with the remediation plans.
12. Capital works projects in flight will transfer to the Company, taking into account costs incurred to date, the debt associated with those projects, and the remaining approved budgets.
13. Any retentions relating to capital works projects held by the Shareholder will transfer to the Company.
14. All contracts which have an end date post 1 July 2027 will be assigned or novated to the Company.
15. All existing access rights that have been formalised will be assigned to the Company.

16. Development contributions, financial contributions, and levies collected for Water Services will transfer to the Company along with all supporting records. During a transitional period, Shareholders will continue to collect contributions on behalf of the Company until the Company assumes direct collection responsibility.
17. The agreed amount of water debt for each Shareholder will be determined using a consistent methodology agreed across all three Shareholders and will be transferred to the Company.
18. The transfer of employees and contractors will be determined in accordance with applicable employment legislation and a framework agreed by all three Shareholders and the Company during the Establishment Period.
19. The NAV being transferred by the Shareholder will be determined by an independent valuation using a consistent methodology agreed across all three Shareholders, with asset condition assessment, verified by an external auditor.
20. The Purchase Price (being the NAV) will be satisfied by the issue of fully paid Class B Shares in the Company, subject to the Company taking over any existing debt.
21. Certain specified assets will not transfer but will be provided to the Company on a transitional basis.
22. Responsibility for monitoring and enforcing the Shareholder's bylaws related to Water Services will be transferred to the Company.
23. Where a Shareholder is required by a regulator to take responsibility for a private water scheme, the Company will provide services to that Shareholder, on commercial terms, to enable that Shareholder to meet these obligations.

SCHEDULE 8**Shareholder Entry Principles****1. Process for admission of a new Shareholder**

A Territorial Authority (as defined in the LG(WS)Act) who is not an existing Shareholder (**Proposed Shareholder**) may be admitted as an additional Shareholder (**Admission**) in accordance with the following process:

- (a) a Proposed Shareholder must submit a proposal to the Board setting out the Proposed Shareholders' credentials and the rationale for its proposed shareholding (a **Proposal**);
- (b) following receipt of a Proposal, the Board will assess the merits of the Proposal, consider the implications of it for the Company, its then current Water Services Strategy under the LG(WS) Act, the Statement of Expectations, and any other matters considered relevant by the Board, and make a recommendation to the SRG as to whether or not the Shareholders should approve the Admission (a **Recommendation**), which should include:
 - (i) any suggested terms and conditions of Admission;
 - (ii) any proposed changes to this agreement and/or the Constitution to give effect to the Proposed Shareholder becoming a shareholder in the Company;
- (c) following receipt of a Recommendation:
 - (i) the SRG will consider the Proposal and the Shareholders will determine if the Recommendation should proceed to be consulted on as a change proposal in accordance with the requirements of the LG(WS)Act;
 - (ii) the Shareholders must comply with any required consultation in respect of the change proposal under the LG(WS)Act;
 - (iii) following completion of the change proposal requirements under the LG(WS)Act, the Shareholders may, at their discretion, approve the Admission as a Reserved Matter. The Proposed Shareholder will not be admitted if the Shareholders consider that its Admission would be likely to:
 - (aa) materially worsen the Company's financial position or forecast financial position; or
 - (bb) result in the Company failing to meet its regulatory obligations to be financially sustainable; and
- (d) in carrying out the process set out above, the parties must comply with all applicable legislative requirements.

2. Terms of admission of new Shareholder

Unless otherwise agreed by all Shareholders in writing, if the Shareholders approve the Admission of a new Shareholder under paragraph 18.13(c) of this schedule:

- (a) the Proposed Shareholder (and any existing Shareholder, as relevant) will be issued such number of Class A Shares in the Company as is required to achieve the proportionate voting rights of each Shareholder (including the Proposed Shareholder) as set out in the Approved Recommendation;
- (b) on or shortly after Admission, the Proposed Shareholder will be required to transfer its relevant assets to the Company pursuant to a Transfer Agreement, with the terms of such transfer to be no more favourable to the Proposed Shareholder than the terms of transfer applying to the initial Shareholders under their respective Transfer Agreements and otherwise on terms that the Board is satisfied are fair and reasonable in the circumstances;
- (c) prior to (but conditional on) Admission, the parties will negotiate, agree and implement any changes to this agreement and the Constitution that may be necessary or desirable as a result of Admission, including to maintain the intended balance of rights, powers and obligations of Shareholders and SRG Members, with each party to bear its own costs and expenses of negotiating, agreeing and implementing any changes, including legal costs and expenses;
- (d) prior to (and with effect on and from) Admission, the Proposed Shareholder must accede to this agreement (as amended in accordance with paragraph 2(c) of this schedule);
- (e) the Admission will be given effect by the issue of new Class A Shares to the Proposed Shareholder, with the existing Shareholders to take all steps necessary to issue those Shares, with at least one year's lead time between the approval of Admission under paragraph 1(c)(iii), and the giving effect to of the Admission under this paragraph 2(e) (or such other period as the Parties may agree with the Proposed Shareholder); and
- (f) promptly after the approval of Admission under paragraph 1(c)(iii), the Board and the SRG will develop and agree a transition plan which sets out the process and timeframes for giving effect to Admission, including the steps set out above.

SCHEDULE 9**Shareholder Exit Principles****1. Process for Exit**

A Shareholder who wishes to exit from its shareholding in the Company (**Exit**) (**Exiting Shareholder**) may do so in accordance with the following process:

- (a) the Exiting Shareholder must give at least 12 months' prior written notice to the Board and the SRG stating its intention to Exit (**Exit Notice**);
- (b) following receipt of an Exit Notice:
 - (i) the SRG will consider the proposal set out in the Exit Notice and the Shareholders will determine if the Exit should proceed to be consulted on as a change proposal in accordance with the requirements of the LG(WS)Act;
 - (ii) the Shareholders must comply with any required consultation in respect of the change proposal under the LG(WS)Act; and
 - (iii) following completion of the change proposal requirements under the LG(WS)Act, the Board and the SRG will work collaboratively to develop a detailed exit plan (**Exit Plan**) setting out a proposed process and timeline for Exit, including to address the treatment of assets and joint assets, consideration, stranded assets and liabilities and transactions costs, and reflecting the terms of exit set out in paragraph 2 of this schedule;
- (c) a finalised Exit Plan will be presented to the SRG who will consider the Exit Plan and the Shareholders may, at their discretion, approve the Exit as a Reserved Matter. The Exit will not be approved if the Shareholders consider that the Exit would be likely to:
 - (i) materially worsen the Company's financial position or forecast financial position; or
 - (ii) result in the Company failing to meet its regulatory obligations to be financially sustainable; and
- (d) the parties must comply with all applicable legislative requirements, including in respect of consultation, in respect of considering, approving, and giving effect to any proposed Exit.

2. Terms of Exit

Unless otherwise agreed by all Shareholders in writing, if the Shareholders approve the Exit under paragraph 1(c) of this schedule:

- (a) the Exiting Shareholder will take a transfer of the relevant assets (excluding any assets which have been funded by other Shareholders), contracts, debts and related arrangements from the Company in respect of that Exiting Shareholder's Service Area (as agreed between the Company and that Exiting Shareholder) at a value determined by an independent valuer, provided that any dispute as to such assets or valuation will be determined by Expert Determination;

- (b) all of the Exiting Shareholder's Class B Shares will be transferred to the Company by the Exiting Shareholder at Exit as consideration for the transfer, and will be cancelled by the Company upon such transfer completing;
- (c) all of the Existing Shareholder's Class A Shares will be transferred to the Company by the Exiting Shareholder at Exit for no consideration, and will be cancelled by the Company upon such transfer completing;
- (d) prior to (but conditional on) Exit, the parties will negotiate, agree and implement any changes to this agreement and the Constitution that may be necessary or desirable as a result of the Exit, including to maintain the intended balance of rights powers and liabilities of Shareholders and SRG Members, with each party to bear its own costs and expenses of negotiating, agreeing and implementing any changes, including legal costs and expenses;
- (e) on and from the date the Exit takes effect, the Exiting Shareholder will be released from its obligations under this agreement (except in respect of any breaches up to the date of Exit); and
- (f) the Exit will be given effect by the transfer of the Exiting Shareholder's Shares to the remaining Shareholders or by the Company acquiring and cancelling the Exiting Shareholder's Shares, with the remaining Shareholders to take all steps necessary to give effect to this step, with at least two years lead time between the giving of an Exit Notice under paragraph 1(a) and the giving effect to of the Exit under this paragraph 1(d).

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6.4 RESERVES ADJOINING SIMSON PARK DOMAIN - RESERVES ACT CLASSIFICATION**File Number: A5624582****Author: Robin Rawson, Parks & Reserves Planner****Authoriser: Tammy Wooster, Group Manager Planning and Policy****TAKE PŪRONGO / PURPOSE OF THE REPORT**

This report seeks approval from Council to either; approve classification of Lot 35 DP 51470 and reclassification of Lots 25 and 26 DP 51470 as recreation reserves, or; to approve classification of Lot 35 as a Local Purpose (Carpark) Reserve under the Reserves Act 1977. All three reserves adjoin Simson Park Domain.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- In the last quarter of 2025, a two-month public consultation was undertaken on (1) the draft Reserve Management Plan for Simson Park, Moerewa and (2) the classification / reclassification of Council-owned reserves adjoining Simson Park Domain.
- 59 submissions supported the classification of Lot 35 DP 51470 as a recreation reserve and 4 submissions opposed this classification.
- The consultation documentation communicated that if Lot 35 DP 51470 was classified as a recreation reserve that Lots 25 and 26 DP 51470 would be reclassified as recreation reserves, noting that reclassification of Local Purpose reserves does not require public consultation.
- On 12 March 2026, the Bay of Islands-Whangaroa Community Board recommended that Council reclassifies Lot 25 and Lot 26 DP 51470 as Recreation Reserves, and that Council classifies Lot 35 DP 51470 as Recreation Reserve.

TŪTOHUNGA / RECOMMENDATION**That the Far North District Council:**

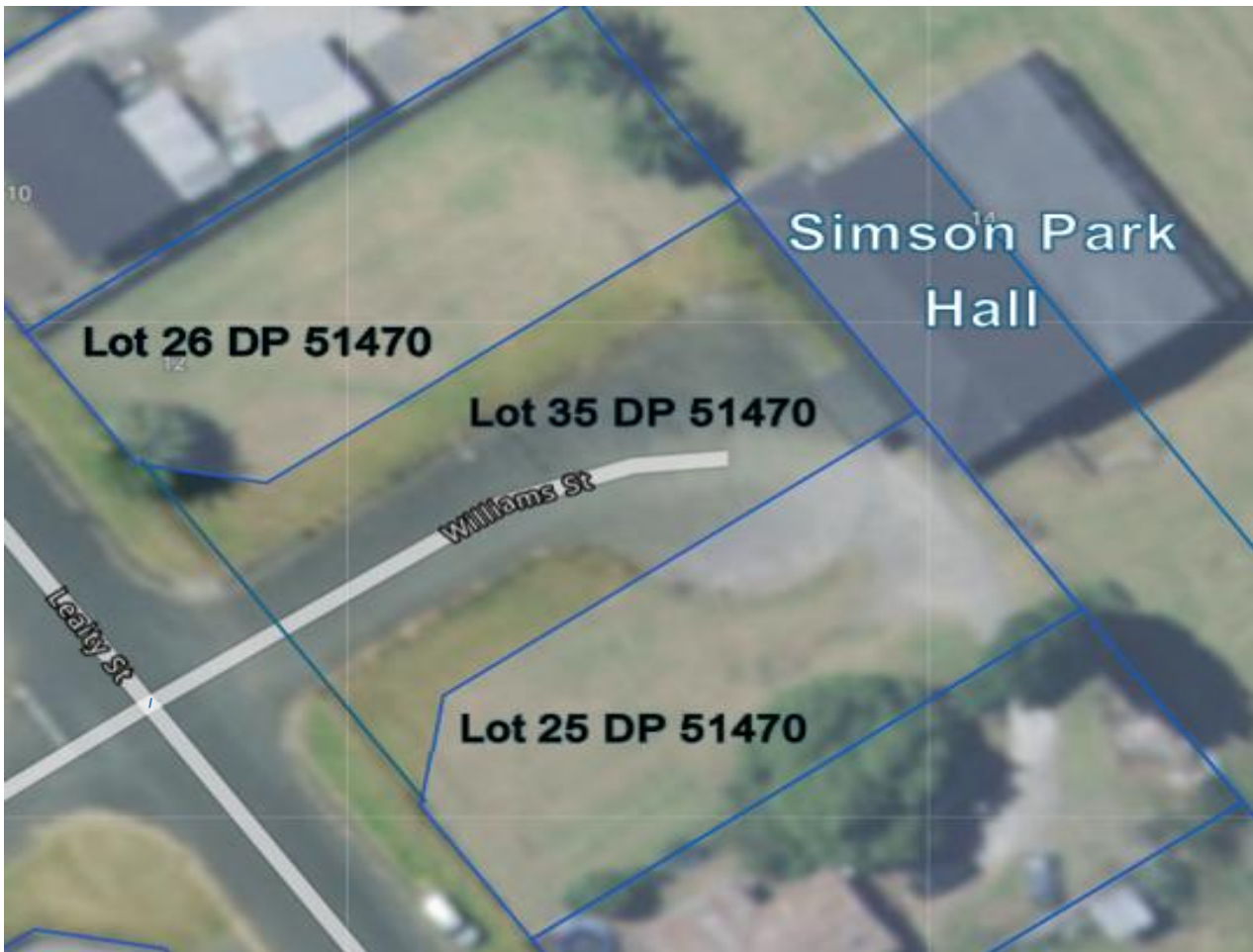
- Approves the reclassification of Lot 25 and Lot 26 DP 51470 as Recreation Reserves under section 24 of the Reserves Act 1977 by delegation of the Minister of Conservation; and**
- Approves the classification of Lot 35 DP 51470 as a Recreation Reserve under Section 16 of the Reserves Act 1977 by delegation of the Minister of Conservation.**

1) TĀHUHU KŌRERO / BACKGROUND

All of the land parcels forming Simson Park Domain are classified as Recreation Reserve which is consistent with park use.

Two of the adjoining three parcels fronting Leaity Street were classified by Council in 1985 as Local Purpose (Carpark) Reserves, (Lots 25 & 26 DP 51470). The status of the third land parcel fronting Leaity Street is an unclassified reserve currently held as Local Purpose (Road) under the Reserves Act, (Lot 35 DP 51470), (refer image below). These reserve parcels are Council owned but are not part of Simson Park Domain.

Early consultation on Simson Park Domain's management plan, held in 2024, revealed increased recreational demand and the need for a fourth playing field that was confirmed by a sporting needs assessment commissioned for the Domain. The inclusion of a fourth field in the final reserve management plan would reduce development space for other park uses including possible future redevelopment of Simson Park Hall.



Site Plan of reserves

Council approved the initiation of consultation on both classification and the draft management plan in September 2025, (Resolution 2025/117) and consultation on these matters concluded in December 2025. Lot 35, the Local Purpose (Road) Reserve, cannot be included in the approved reserve management plan unless it has been classified as a reserve. The consultation asked for comment on the option of Lot 35 being classified as recreation reserve and communicated that if this parcel was classified as recreation reserve that Lots 25 and 26 would also be classified as recreation reserves, noting that Council is able to reclassify Local Purpose Reserves without public consultation.

Summary of consultation:

- 59 submissions supported the classification of Lot 35 DP51470 as a recreation reserve
- 4 responses were opposed to the classification of Lot 35 DP51470 as a recreation reserve
- 2 respondents said they were not sure about the proposed reclassification
- A further 5 respondents did not have a view on the proposed classification.

Comments in support of reclassification as recreation reserve were as follows:

Needs to be utilised
One hundred percent agree
Under-utilised and would be great to see this used as an overflow for parking with some proper access point into the field area for pedestrians.

Comments in opposition were as follows:

In 2018 on the day of the Council meeting which was to adopt the 2018 dog management bylaw and policy, council managers submitted a last minute change to ban dogs from being off-leash on any reserve in our district. There was no consultation on this with the community, or iwi. If you reclassify this land as 'reserve', a clear consequence is that dogs must be on leash. You have not mentioned this in the Simson Park consultation documents or as part of this online survey.

Unsure responses were as follows:

I am not 100% sure that I fully understand the implications of this decision
FNDC should focus on its core duties. To fix roads and footpaths and water leaks etc.

Section 17 of the Reserves Act 1977 states that recreation reserves have *'the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside'*.

Section 23 of the Reserves Act 1977 states that local purpose reserves have *'the purpose of providing and retaining areas for such local purpose or purposes as are specific in any classification of the reserve'*.

A recreation reserve can provide for carparking associated with recreation activities in the reserve, and car parking is commonly provided in larger sports parks.

Reserves must be appropriately classified before a reserve management plan can be approved, so Lot 35, the Local Purpose (Road) Reserve, that forms the entrance to Simson Park Hall cannot be included in the Simson Park Domain reserve management plan unless it has been classified.

On 12 March 2025, the Bay of Islands-Whangaroa Community Board recommended that Lots 25 and 26 DP 51470 were reclassified as Recreation Reserves and that Lot 35 DP 51470 was classified as a Recreation Reserve (resolution number not yet available).

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

Option 1: Staff recommendation: Classify Lot 35: Local Purpose (Road) Reserve as a Recreation Reserve, and reclassify Lots 25 and 26 as Recreation Reserves.

This option will give the greatest flexibility for use and will mean the land can be used for carparking associated with Simson Park Domain and Simson Park Hall and can also be used in part for future redevelopment of Simson Park Hall. All land parcels would be included in the reserve management plan when submitted to Council for adoption.

Option 2: Classify Lot 35: Local Purpose (Road) Reserve as a Local Purpose (Carpark) Reserve. The land could continue to be used for carparking. There would be minimal additional room for redevelopment of the Simson Park Hall which abuts the field to the east. All land parcels would be included in the reserve management plan when submitted to Council for adoption.

Option 3: Do not classify Lot 35: Local Purpose (Road) Reserve. Only include Lot 25 and Lot 26 in the reserve management plan as Local Purpose (Carpark) Reserves associated with Simson Park Domain.

TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

Classification of Lot 35 will allow this parcel to be included in the reserve management plan.

Classification of all three parcels (Lots 25, 26 and 35), as Recreation Reserves is consistent with the predominant community view and will allow these parcels to be managed as part of Simson Park

Domain. This will provide the greatest flexibility for future management and development of Simson Park Domain and will best meet the aspirations of the community.

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

Gazetting costs are expected to be less than \$300. There are no other financial implications as a result of this report.

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.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	The classification of parcels of land adjoining Simson Park Domain has minor significance as the parcels form a small percentage of the park however it would allow more efficient use of this land as part of the park.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	The three parcels adjoining Simson Park Domain are all reserves under the Reserves Act 1977. Appropriate classification is a guiding principle in the Reserves Act 1977 and is aligned with the FNDC Parks and Reserves 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.	On 12 March 2026, the Bay of Islands-Whangaroa Community Board recommended that Council reclassifies Lot 25 and Lot 26 DP 51470 as Recreation Reserves, and that Council classifies Lot 35 DP 51470 as Recreation Reserve
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 representative from Ngāti Kōpaki and Ngāti Te Ara has been involved throughout the planning process and has supported the community aspirations for this valuable park.
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 Reserves Act provides for formal consultation that is publicly notified, and a two month consultation concluded in December 2025. Issues were raised with representatives from the Sporting Codes and other groups including the Simson Park Hall Committee throughout the development of the plan so that their needs were understood.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial implications as a result of this report, apart from Gazetting costs, which are expected to be less than \$300.
Chief Financial Officer review.	The Chief Financial Officer reviewed this report

6.5 DEVELOPMENT CONTRIBUTIONS – OPERATIONAL IMPLEMENTATION STATUS UPDATE AND GO-LIVE TIMING

File Number: A5585491

Author: Daniel Schultz, IT Project Manager

Authoriser: Roger Ackers, Head of Strategic Reform Initiatives

TAKE PŪRONGO / PURPOSE OF THE REPORT

To provide Council with a status update on the operational implementation of the Development Contributions Policy and to seek a decision on the proposed go-live timing in light of identified operational, financial, and policy risks.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Resolution 2025/136 required the go-live date for the Utu Whakawhanake Development Contributions 2025 (Policy) to be May 2026, which was to align with the anticipated timing of decisions on the Proposed District Plan.
- The Policy's operational implementation project is progressing broadly to plan and is currently on track overall, with approximately 45% of delivery completed against a target of 37% at the time of this report.
- Core business processes are largely designed, with Resource Consents and Building Services workflows analysed, redesigned, and documented, and foundational communications and governance arrangements established.
- The project is now entering a critical delivery phase, with system configuration, staff training, and operational readiness activities scheduled over the next 8–10 weeks.
- Material risks have been identified that affect the feasibility of the planned 29 May 2026 go-live, including Finance year-end blackout constraints, unresolved ownership for invoicing and accounting processes, system configuration complexity, and staff capacity pressures which collectively limit the organisation's ability to complete system testing, embed financial controls, and ensure end to end operational readiness prior to the go live date.
- A statutory and operational risk has been identified with the Policy, as the current requirement for reconsiderations to be determined via a public Council meeting. This is not achievable within the policy's 15-working-day timeframe, necessitating a policy amendment.
- In addition, the Proposed District Plan decisions are delayed by several weeks and are more likely to occur mid to late June 2026.
- Two options are presented for Council consideration: proceeding with the 29 May 2026 go-live date with accelerated mitigations, or delaying policy implementation to 1 July 2026 to reduce financial, operational, and compliance risk.
- The preferred option is to delay the Policy's go-live date to 1 July 2026, allowing sufficient time for finance system testing, Policy amendments, staff training, and confirmation of end-to-end operational ownership.

TŪTOHUNGA / RECOMMENDATION

That Council Approve Option B, delaying the Development Contributions go-live date to 1 July 2026.

1) TĀHUHU KŌRERO / BACKGROUND

Council has adopted the Development Contributions Policy (Utu Whakawhanake), which requires the organisation to be operationally ready to calculate, invoice, and administer development contributions in accordance with statutory requirements.

Council has not collected Development Contributions since 2015, with the teams involved in this work disestablished at that time, and systems in place no longer used or updated. IT changes since

2015 also mean Council are using upgraded systems, requiring all new processes and organisational training to occur.

The current implementation programme commenced on 24 November 2025, with an original target go-live date of 29 May 2026. The project is now transitioning from early-phase design into system configuration, staff training, and operational readiness. The implementation date in May 2026 was intended to align with the decisions on the Proposed District Plan. However, decisions on the Proposed District Plan are now delayed and is scheduled to occur mid-June 2026.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

The implementation programme has delivered substantial early progress, with approximately 90% of core business processes designed and documented, along with governance and communications arrangements established. The focus of delivery now shifts to system configuration, operational training, and end-to-end readiness.

As the programme has progressed, several risks have crystallised that materially affect the achievability of the original 29 May 2026 go-live date. In particular, Finance has identified a year-end blackout period from May through early July, limiting resource availability for testing. In parallel, operational ownership for invoicing and accounting processes has not yet been fully confirmed, leaving the end-to-end charging process incomplete.

In addition, clause 28.3.b of the Policy requires amendment due to it being operationally unworkable within the statutory 15-working-day reconsideration timeframe. The amendment is required to mitigate the identified statutory and service delivery risk. Reconsideration of a development contribution charge is a statutory right protected under the Local Government Act 2002 (LGA). It allows an applicant to request a review a development contribution assessment and provides the three grounds on which a reconsideration application can be considered by the Council. The timing of this is intended to align with and be adopted through the Annual Plan process.

Option A – Proceed with 29 May 2026 Go-Live (with Accelerated Mitigations)

This option retains the currently planned Policy go-live date of 29 May 2026 and requires the organisation to complete all remaining operational readiness activities within a compressed timeframe. This includes finalising system configuration and testing, confirming end-to-end operational ownership for invoicing and accounting, delivering staff training, and progressing the required Policy amendment relating to reconsiderations.

While early-phase process design is largely complete, the remaining delivery phase coincides with the Finance year-end blackout period, which occurs each year, and presents known staff capacity constraints. As a result, this option assumes that critical dependencies can be resolved within limited time and system availability.

Advantages and Disadvantages

Advantages	Disadvantages
Enables Development Contributions charging to commence from 29 May 2026 which aligns with public messaging to date.	Finance year-end blackout materially limits system testing, configuration, and stabilisation prior to go-live.
Maintains the original implementation timeline and avoids a formal deferral.	High residual risk that financial controls and invoicing processes will not be fully embedded at go-live date.
Demonstrates urgency in responding to growth-related funding pressures.	Operational ownership for invoicing and accounting is not yet confirmed, leaving end-to-end processes incomplete.
Builds on momentum from completed process design work.	Pathway system configuration complexity may exceed remaining time available for testing and remediation.
	Required Policy amendment to address reconsideration timeframes is unlikely to be adopted before go-live.

	Increased likelihood of service disruption, rework, and compliance risk immediately following go-live date.
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Risk Assessment

Risk	Consequence	Likelihood	Assessment	Response
Invoicing/accounting control risk: Without a confirmed operational owner for invoice creation/processing, the end-to-end process is incomplete	+ or - 15% slippage on project timeframes	Rare <10%	Reviewed by Development Contributions Steering Group	Responsibility will be assigned to the most appropriate role, as determined through process analysis.
Statutory/compliance risk (reconsiderations): The current wording of clause 28.3.b is described as unworkable against the policy timeframe, requiring amendment.	An extra ordinary Council meeting will need to be held to comply with Clause 28.3.b	Likely 40%-70%	Reviewed by Development Contributions Steering Group	Accept the risk on the basis that the amendment consultation process is expected to conclude in July or August 2026.
Readiness runway risk (Finance + training): Finance blackout and staff capacity constraints reduce the available window for testing and operational embedding prior to go-live.	+ or - 15% slippage on project timeframes	Probability 70%-90%	Reviewed by Development Contributions Steering Group	Consider engaging an external resource to backfill existing resource constraints.
Cross-process coordination risk: Triggers span multiple teams (RC/BC/Service connections) and need consistent, “joined-up” execution to prevent missed/duplicated charging.	Localised, active resistance to change, needs structured management and management escalation. Moderate (>±5%) variation to schedule, budget scope.	Rare <10%	Reviewed by Development Contributions Steering Group	Well defined process maps supported by structured change management.

Option B – Delay Go-Live to 1 July 2026 (Recommended Option)

This option delays the Policy go-live date to 1 July 2026, aligning implementation with the start of the rating/financial year. This means not requiring a go-live date to occur during the finance year-end blackout period, as well as additional time to complete testing.

The additional time allows for Pathway system configuration and testing to be completed in a controlled manner, confirmation of operational ownership for invoicing and accounting, delivery of staff training, and progression of the required Development Contributions Policy amendment.

This option prioritises organisational readiness and statutory compliance over speed of implementation, reducing the likelihood of financial control issues, service disruption, and rework following go-live date.

Advantages and Disadvantages

Advantages	Disadvantages
Aligns go-live with the with the start of the rating/financial year, enabling full system testing and stabilisation.	Delays commencement of Development Contributions charging by approximately one month.
Provides time to confirm end-to-end operational ownership for invoicing and accounting processes.	Requires updated communications to developers and applicants regarding revised timing.
Allows Pathway configuration, testing, and remediation to be completed with reduced delivery risk.	May be perceived as deferring the financial benefits of Development Contributions.
Enables staff training and operational embedding ahead of go-live.	
Reduces statutory and compliance risk by allowing time to progress the required policy amendment.	
Significantly lowers the likelihood of service disruption, financial control issues, and post-implementation rework.	

Risk Assessment

Risk category	Risk rating	Description
Financial implementation	Low	Finance systems and controls can be fully tested and embedded outside the year-end blackout period, reducing the risk of control weaknesses or post-implementation rework.
Operational	Moderate	Additional time is available to resolve operational ownership, cross-team coordination, and staff training requirements prior to go-live.
Statutory / Compliance	Low	The required policy amendment and reconsideration operating model can be progressed in parallel with readiness activities, reducing statutory and compliance risk.
Service delivery	Low	Improved system stability and staff preparedness at go-live reduce the likelihood of service disruption or processing issues for applicants and staff.
Reputational	Low–Medium	Deferring the go-live date by approximately four weeks is unlikely to create material reputational harm and is more likely to reduce operational risk, provided the change is clearly communicated and well-justified.

TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

Option B is recommended as it provides the most prudent implementation pathway by materially reducing operational, financial, and statutory risk and ensuring a compliant implementation of Development Contributions. Although this option results in a short deferral of development contributions being charged, this is likely to be a proportionate trade off when weighed against the risks of implementation occurring while necessary testing cannot be properly carried out and a workable reconsideration process. A brief delay is unlikely to result in significant reputational harm and is may be perceived as a responsible decision that prioritises accuracy, compliance, and service reliability, provided the reasons for the delay are clearly communicated.

In addition, the original go live date was influenced by the anticipated sequencing of the Proposed District Plan decision; however, with that decision anticipated to be delayed by a few weeks, this is now more likely to occur in mid to late June. As a result, the practical benefit of a late May 2026 Policy go-live timeframe has diminished.

Proceeding with Option A comes with risks and with key dependencies unresolved.

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

The Policy's operational implementation project is being delivered within existing approved budgets, and no additional budget allocation is sought as part of this recommended option.

The primary financial consideration relates to implementation risk rather than cost. Proceeding with a 29 May 2026 go-live date would coincide with the Finance year-end blackout period, limiting the ability to complete system testing, validate financial controls, and embed invoicing and accounting processes. This increases the risk of post-implementation rework, processing inefficiencies, and financial control issues.

Delaying the go-live date to 1 July 2026 mitigates these risks by aligning implementation with Finance system availability, allowing sufficient time for testing, control validation, and confirmation of operational ownership. This approach supports sound financial management and reduces the likelihood of additional indirect costs arising from remedial activity following go-live date.

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.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
<p>State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy</p>	<p>Level of significance: Low</p> <p>This decision relates to the timing of operational implementation of an already adopted Policy. It does not introduce new policy direction, alter development contributions settings, or commit Council to new expenditure. Accordingly, the decision is assessed as low significance under Council's Significance and Engagement Policy.</p>
<p>State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.</p>	<p>The decision has been assessed against, and is consistent with, the following:</p> <ul style="list-style-type: none"> • Local Government Act 2002 • Development Contributions Policy (Utu Whakawhanake) • Long Term Plan and Annual Plan objectives relating to growth management, infrastructure funding, and financial sustainability
<p>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.</p>	<p>This matter has district-wide relevance, as development contributions apply across the Far North District.</p> <p>Community Board views have not been specifically sought, as the decision concerns internal operational readiness and implementation timing rather than service levels, local assets, or place-based impacts within individual community board areas.</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>There are no direct implications for Māori land, water, or taonga arising from this decision. The matter relates to the operational timing of an existing policy rather than changes to policy settings or land use provisions.</p> <p>The Policy has previously been developed with regard to Te Tiriti o Waitangi principles, and this decision does not amend those policy settings or affect Treaty partner rights or interests.</p>

<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>	<p>Persons potentially affected by this decision include:</p> <ul style="list-style-type: none"> • Developers and applicants for resource and building consents • Council staff responsible for administering development contributions <p>The recommended option seeks to reduce implementation risk, support system stability, and ensure staff readiness, which in turn supports clearer communication, more consistent service delivery, and reduced likelihood of post-implementation issues for affected parties.</p>
<p>State the financial implications and where budgetary provisions have been made to support this decision.</p>	<p>The Policy’s operational implementation programme remains within approved budget allocations, and no additional funding is required as a result of this decision.</p> <p>The decision primarily addresses financial risk management, particularly in relation to Finance system availability, year-end processing constraints, and the validation of invoicing and accounting controls. Delaying the go-live date mitigates the risk of inefficiencies, rework, and financial control issues that could arise if implementation proceeded during the Finance blackout period.</p>
<p>Chief Financial Officer review.</p>	<p>The CFO has reviewed this report.</p>

6.6 REVIEW OF APPOINTMENT OF NON-ELECTED MEMBERS (APPOINTED MEMBERS) TO COMMITTEES OF COUNCIL

File Number: A5651871

Author: Briar Macken, Manager - Strategy & Policy

Authoriser: Tammy Wooster, Group Manager Planning and Policy

TAKE PŪRONGO / PURPOSE OF THE REPORT

To seek approval to amend the Appointment of Non-Elected Members (Appointed Members) to Committees of Council Policy.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Under Clause 31, Schedule 7 of the Local Government Act 2002, Council may appoint to a committee or subcommittee a person who is not an elected member if that person has the skills, attributes and knowledge that will assist the work of a committee or subcommittee.
- On 11 Dec 2025 (resolution 2025/142 refers) Council reviewed and amended the Appointment of Non-Elected (Appointed Members) to Committees of Council Policy (Policy).
- Staff have now identified that the Policy does not contain express provisions regarding the appointment of iwi/hapū nominated members to Te Kuaka Committee.
- Staff recommend an amendment is made to the Policy to improve clarity around the process for such appointments.

TŪTOHUNGA / RECOMMENDATION

That Council adopt the amended Appointment of Non-Elected Members (Appointed Members) to Committees of Council Policy as in Attachment 2

1) TĀHUHU KŌRERO / BACKGROUND

Clause 31, Schedule 7 of the Local Government Act 2002 provides that the Council may appoint to a committee or subcommittee, a person who is not an elected member if that person has the skills, attributes and knowledge that will assist the work of the committee or subcommittee.

On 19 May 2022 (resolution 2022/38 refers) Council adopted the Appointment of Non-Elected (Appointed Members) to Committees of Council Policy.

On 11 Dec 2025 (resolution 2025/142 refers) Council reviewed and adopted an amended Appointment of Non-Elected (Appointed Members) to Committees of Council Policy.

The current objectives of Council's Appointment of Non-Elected (Appointed Members) to Committees of Council Policy are to ensure:

- that the process of appointing non-elected members to council committees is undertaken in an objective and transparent manner, while protecting individual privacy
- that committee appointments are made based on an assessment of skills, knowledge and experience, having regard to the nature of scope of the committee's objectives and activities
- that consideration is given to the contribution that non-elected members can make to the committee as a whole and to the achievement of the committee's objectives and activities
- that consideration is given to the context in which council, as a publicly accountable body, operates
- that there is recognition that decision-making is already supported by technical advice through officer reports, advisory groups, working parties, and contractors, as well as input via community advocacy and key relationships with external stakeholders.

It should be noted that current appointments to the Joint Climate Change Adaptation Committee and, appointments made via Te Koekoeā - Council Controlled (CCO) Committee, already sit outside the Appointment of Non-Elected (Appointed Members) to Committees of Council Policy. This is because appointments made in that context are subject to different processes with the Joint Climate Change Adaptation Committee having its own Terms of Reference agreed to by all four Northland Councils, and appointments made via Te Koekoeā are informed by the Appointment and Remuneration of Directors for Council Organisations Policy.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

Te Kuaka Committee for Māori Strategic Relationships is a committee of Council in which membership consists of both FNDC Councillors, Te Kahu o Taonui Representation and representatives of hapū with who FNDC has MOU arrangements. The purpose of the Committee is to provide strategic leadership and guidance that strengthens Te Ao Māori perspectives within council decision-making, ensuring genuine Te Tiriti-based partnership and leadership between FNDC and Iwi/Hapū.

Te Kahu o Taonui is a collective of Te Tai Tokerau Iwi Chairs. Any iwi member nominated for appointment to a chairperson role must be selected through a robust, transparent and democratic election process, conducted in accordance with the governance procedures of the relevant iwi/hapū. Such a process must be determined by the recognised constituents of the iwi/hapū and require nominees to formally demonstrate their skills, experience, and capability relevant to the duties, accountabilities, and leadership responsibilities of the position. Likewise, similar processes apply for hapū organisations with MOU.

Staff have identified that the Policy requires amendment to clearly recognise the democratic mandate conferred through hapū/iwi election processes. Iwi/hapū representatives, and Chairpersons nominated by their respective iwi/hapū should not be required to participate in, or be assessed through, the FNDC internal suitability or appointment processes for external positions on Te Kuaka Committee for Māori Strategic Relationships.

Staff recommend amending the Application of the Policy section as follows (Attachment 1):

This Policy does not apply to appointments to the Joint Climate Change Adaptation Committee, or to iwi/hapū nominees to Te Kuaka Committee for Māori Strategic Relationships, or appointments to Council Controlled Organisations under the Appointment and Remuneration of Directors for Council Organisations Policy.

Given the process already undertaken by iwi/hapū nominees to be selected as a representative for Te Kuaka Committee for Māori Strategic Relationships, the recommended amendment maintains the intent of the Policy objectives.

To comply with Clause 31, Schedule 7, of the Local Government Act 2002, Te Kuaka hapū/iwi nominees will still have to go through a formal process of being “appointed” by Council resolution.

OPTIONS

Option One: Adopt the amended Appointment of Non-Elected Members (Appointed Members) to Committees of Council (recommended option)

Adopting the amended Appointment of Non-Elected Members (Appointed Members) to Committees of Council Policy will provide clarity and maintain the intent of Te Kuaka Committee for Māori Strategic Relationships.

Advantages	Disadvantages
Provides certainty and clarity Maintains the intent of Te Kuaka Committee for Māori Strategic Relationships	None identified

Option Two: Continue without amendment

The Appointment of Non-Elected Members (Appointed Members) to Committees of Council Policy will remain in place with no changes.

Advantages	Disadvantages
None identified	Existing policy is ambiguous Iwi/hapū nominees would have to go through a duplicated appointment process (hapū and Council)

TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

The recommended option

- maintains the intent of Te Kuaka Committee for Māori Strategic Relationships to ensure genuine Te Tiriti-based partnership and leadership between FNDC and Iwi/Hapū
- maintains the intent of the Policy objectives.

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

There are no financial implications to the decision in this report.

ĀPITIHINGA / ATTACHMENTS

1. Appointment of Non-Elected Members Policy 2026 tracked changes - A5653431 [↓](#) 
2. Appointment of Non-Elected Members Policy amended 2026 - A5653463 [↓](#) 

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.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	The Appointment of Non-Elected Members (Appointed Members) to Committees of Council Policy does not have a high 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 consistent 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.	The Policy aligns with the Allowances for Appointed Members Policy and Te Pae O Uta Te Ao Māori Framework. The Policy is in accordance with The Local Government Act 2002 (Schedule 7), which allows for appointments to committees of Council.
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 Appointment of Non-Elected Members (Appointed Members) to Committees of Council Policy has district-wide relevance and is not within the delegations of Community Boards to consider.
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 decision in this report does not relate to land and/or body of water. The Policy acknowledges that to inform good decision-making under our statutory requirements and in line with Te Tiriti o Waitangi/The Treaty of Waitangi, there may be a need to make appointments that provide a knowledge and holistic understanding of Te Ao Māori (Māori World View).
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 decision in this report recognises that the appointment of iwi/hapū representatives to Te Kuaka Committee for Māori Strategic Relationships can enhance the available skills and expertise around the decision-making table. All persons subject to appointment are parties of interest.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial implications to the decision in this report.
Chief Financial Officer review.	The CFO has not reviewed this report.



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Appointment of Non-Elected Members (Appointed Members) to Committees of Council

Adopted: 19 May 2022
Last updated: 11 December 2025

Context

This Policy recognises that the appointment of external non-elected persons (Appointed Members) to Council committees can enhance the available skills and expertise around the decision-making table. This Policy sets out the process for the appointment of Appointed Members and the identification and consideration of the skills, knowledge and experience they require.

Legislative Context

The Local Government Act 2002 (Schedule 7, Clause 31(3)) provides that the Council may appoint to a committee or subcommittee a person who is not an elected member if that person has the skills, attributes and knowledge that will assist the work of the committee or subcommittee.

This Policy should also be read, where relevant, in conjunction with the decision-making requirements under Part 6 of the Local Government Act 2002 (LGA02).

Any Appointed Member will have full voting rights on all matters within the relevant committee's responsibilities and delegations.

Objective

The objectives of this Policy are to ensure:

- that the process of appointing non-elected members to council committees is undertaken in an objective and transparent manner, while protecting individual privacy.
- that appointments:
 - are made based on an assessment of skills, knowledge and experience, having regard to the nature of scope of the relevant committee's objectives and activities.
 - consider the contribution that non-elected members can make to the committee as a whole and to the achievement of the relevant committee's objectives and activities.
 - consider the context in which council, as a publicly accountable body, operates.
- that there is recognition that decision-making is already supported by technical advice through staff reports, advisory groups, working parties, and contractors, as well as input via community advocacy and key relationships with external stakeholders.

Application of this Policy

This Policy applies to all appointments of Appointed Members to committees, standing committees, sub-committees, joint committees, working parties and other subordinate decision-making bodies of Council (Committees).

This Policy does not apply to appointments to the Joint Climate Change Adaptation Committee or to iwi/hapū nominees to Te Kuaka Committee for Māori Strategic Relationships, or appointments to Council Controlled Organisations under the Appointment and Remuneration of Directors for Council Organisations Policy.

Policies

1. Eligibility

Any person is eligible to be an Appointed Member of a Committee provided that:

- they are not a currently elected member of the Council, including an elected member of any Community Board
- they are not a current employee of the Council (subject to Schedule 7, Clause 31(4)(b), LGA02)
- they are not contracted or sub-contracted by the Council.

Pursuant to Schedule 7, Clause 31(4)(b), LGA02 an employee of a local authority acting in the course of his or her employment may not act as a member of any committee unless that committee is a subcommittee.

2. Skills

Appointed Members should, as a minimum, have the following skills:

- sound judgement and decision-making
- a public service ethos
- a high standard of personal integrity
- clear communication skills and an ability to debate in a reasoned manner
- effective teamwork and collaboration
- commitment to the principles of good corporate citizenship
- a demonstrable commitment to the Far North District (role of the elected member)

A high-level position description will be provided to each Appointed Member to a Committee. Position descriptions will be prepared by relevant staff in consultation with the Committee from time to time responsible for appointments (Appointments Committee).

3. Mātauranga Māori

Council acknowledges that to inform good decision-making under statutory requirements and in line with the District's unique demographics, there may need to be appointments that provide more than 'technical' skills but also provide a knowledge and holistic understanding of Te Ao Māori (Māori World View) and how this applies to the outcomes of the decisions made. Decisions of Council and its Committees are made for the whole district and are to be considered having regard to the advice of staff and the views of elected members themselves.

The Council considers that any person it appoints to a Committee for the purposes of bringing Te Ao Māori knowledge, should, as a minimum, have the following mātauranga Māori:

- Be competent in Te Reo Māori, verbal and written
- Have a strong foundational knowledge of tikanga Māori
- Have links into the Māori communities of Te Tai Tokerau
- Understand the issues facing Māori within Te Tai Tokerau
- Have a good understanding of the Māori governance structures across Te Tai Tokerau
- Have specific mātauranga Māori relevant to the committee in question.

4. Appointments Process

The Appointments Committee will:

- prepare a list of possible candidates to be interviewed.
- in preparing the list, will use a range of resources including, but not limited to, public advertising, personal recommendations, and self-referrals to identify individuals with the required skills and competencies.
- be supported by relevant staff in administering the appointments process.

The Appointments Committee will be responsible for:

- approving the criteria against which applications will be assessed (high level Position Description).
- preparing a shortlist of candidates to interview.
- interviewing the shortlisted candidates and evaluating them against the approved criteria; and
- reporting on its assessment of each candidate against the approved criteria and recommending the appointment of Appointed Members to the Council.

When making this recommendation the Appointments Committee will consider:

- The overall skills required by the Committee.
- The costs of any advertisement and process.
- The availability of qualified candidates.
- The urgency of the appointment.

The Appointments Committee will prepare a report for the Council on the outcome of the appointments process and the Committee's recommended appointments.

5. Final Appointment

The Council will make the final decision on appointment of Appointed Members. Decisions may be made in public excluded (Section 7(2)(a)) Local Government Official Information and Meetings Act 1987) to protect the privacy of natural persons.

6. Tenure

An Appointed Member's term of appointment automatically ceases at the end of each triennium, in accordance with Schedule 7, Clause 30(7), LGA02. Under Clause 30(7) a committee, subcommittee, or other subordinate decision-making body is, unless Council resolves otherwise, deemed to be discharged at the point that elected members take office following a triennial election. A committee or subcommittee may also be discharged, by resolution of Council, at any time during a triennium.

7. Conflicts of Interest and statutory obligations

Appointed Members are expected to avoid situations where their actions could give rise to a conflict of interest. For the purposes of clarity, Appointed Members are expected to follow the Office of the Auditor General's guide on managing conflicts of interest [Managing conflicts of interest: A guide for the public sector — Office of the Auditor-General New Zealand](#).

Appointed Members are also subject to the Local Authorities (Members Interest's) Act 1968 and should familiarise themselves with the Act and the Office of the Auditor General's guide on [Local Authorities \(Members' Interests\) Act 1968: A guide for members of local authorities on managing financial conflicts of interest — Office of the Auditor-General New Zealand](#).

Likewise, the activities of Appointed Members are subject to the same or similar statutory requirements and obligations as apply to elected members. Relevant legislation includes the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, the Privacy Act 2020 and the Health and Safety at Work Act 2015.

The Elected Member Code of Conduct applies to all Committee meetings. Whilst the Elected Member Code of Conduct does not legally apply directly to Appointed Members, it is expected that Appointed Members will nevertheless follow and adhere to the principles of the Code in undertaking their role.

8. Removal of appointed members

An Appointed Member may be removed from office in accordance with Schedule 7, Clause 31 (1) or (2), LGA02. Council may remove an Appointed Member for one or more of the following reasons:

- The appointed member is convicted of a crime involving dishonesty
- Non-attendance at three meetings without submitting a formal apology
- Any matters arising under the Elected Members Code of Conduct including non-adherence by an Appointed Member with the principles of the Code in undertaking their role.

Where Council wishes to remove an Appointed Member from office a meeting of Council will be called for the specific purpose of considering the removal of the Appointed Member in question¹. At the meeting, elected

¹ A meeting to consider removal of an Appointed Member can be called as a standalone meeting or as an Item on the Agenda of an ordinary meeting including other agenda items.

members may decide to remove the Appointed Member by ordinary resolution; and if a majority of elected members vote in favour of the resolution, the Appointed Member's removal from the relevant Committee becomes effective immediately.

9. Remuneration

Council recognises that Appointed Members will incur personal expenses as a result of participating in committees of Council. Appointed Members should not be financially disadvantaged by their participation, and the financial impact of their participation should not act as a disincentive to participation. This Policy should be read in conjunction with the Appointed Members Allowances Policy.

10. Review

The Policy will be reviewed:

1. Within 6 months of each new triennium, or
2. Whenever a formal request to do so is received from Council, or
3. In response to a change in legislation or statutory requirements.



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3. Mātauranga Māori

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- Be competent in Te Reo Māori, verbal and written
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- The availability of qualified candidates.
- The urgency of the appointment.

The Appointments Committee will prepare a report for the Council on the outcome of the appointments process and the Committee's recommended appointments.

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Likewise, the activities of Appointed Members are subject to the same or similar statutory requirements and obligations as apply to elected members. Relevant legislation includes the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, the Privacy Act 2020 and the Health and Safety at Work Act 2015.

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¹ A meeting to consider removal of an Appointed Member can be called as a standalone meeting or as an Item on the Agenda of an ordinary meeting including other agenda items.

members may decide to remove the Appointed Member by ordinary resolution; and if a majority of elected members vote in favour of the resolution, the Appointed Member's removal from the relevant Committee becomes effective immediately.

9. Remuneration

Council recognises that Appointed Members will incur personal expenses as a result of participating in committees of Council. Appointed Members should not be financially disadvantaged by their participation, and the financial impact of their participation should not act as a disincentive to participation. This Policy should be read in conjunction with the Appointed Members Allowances Policy.

10. Review

The Policy will be reviewed:

1. Within 6 months of each new triennium, or
2. Whenever a formal request to do so is received from Council, or
3. In response to a change in legislation or statutory requirements.

6.7 APPROVAL OF TOURISM FRAME FOR PAIHIA

File Number: A5631535

Author: Mark Inglis, Facilities Lead - Technical Operations

Authoriser: Ivan Ashby, Manager - Property & Facilities Manager

TAKE PŪRONGO / PURPOSE OF THE REPORT

To seek to approve a Tourism Frame fixture on the Paihia waterfront.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- This report considers the implications of approving a “Tourist Photo Frame by Rotary” for the Paihia waterfront, on Stockyard Point, at the south end of Paihia Beach.
- The installation was supported by the Bay of Island-Whangaroa Community Board at its meeting on 12 March 2026, which recommended that Council approve the proposal.
- The report addresses the issues of compliance with Far North District Council policy, affected parties, risks and mitigations, implications for Māori and estimated costs to Council.
- The proposal is consistent with the 2017 Arts and Memorials in Public Places policy.
- The impact on affected parties is likely to be minimal and the impact on parties interested in the application is likely to be positive.
- The proposal has the support of the local Hapū and Focus Paihia.
- Since the purchase and installation of the frame fixture would be borne by the applicant, and ongoing maintenance costs likely to be minimal, the financial implications of this proposal are minor.
- The report recommends approval of the application, subject to the applicant undertaking the installation works to Council’s specification.

TŪTOHUNGA / RECOMMENDATION

That Far North District Council, approve the installation of a Tourist Photo Frame at Stockyard Point Scenic Reserve in the position indicated, subject to the applicant undertaking the installation to Council specifications.

1) TĀHUHU KŌRERO / BACKGROUND

Rotary Bay of Islands requests approval to install a life-size Tourist Photo Frame at Stockyard Point Reserve. The idea came from one of the club’s members, as this type of installation is widely seen in many towns across New Zealand and further afield to promote tourism. The club’s application is included in this agenda report as Attachment A.

The frame would be a drawcard for photographs of visitors to Paihia and reminds the viewer of where the photograph was taken - resulting in a great advertising platform for the town.

The tourist frame had previously been installed on the Te Tii foreshore but was removed due to concerns raised about its location.

The club requests that it be located on a large open area in Stockyard Point Reserve, at the south end of Paihia Beach as per the image below. The frame is built and ready to be installed. The precise location will be determined by District Facilities staff in consultation with BOI Rotary to ensure a safe and practical siting which aligns with parks maintenance requirements, as per the red circle in location photograph below.



2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

In considering this request, the following issues need to be addressed

- **Far North District Council Policy** – Council has current policy entitled - “Art and Memorials in Public Places 2017”, which is included in this agenda report as Attachment B. The relevant elements of the policy are considered below:

- **Contribution to the profile and identity of the town** – the proposed frame bears the name of Paihia town and the resulting picturesque visitor photography will help to raise the profile of the town.
 - **Durable, easy to maintain and of good quality materials** – the frame is made of durable steel and treated timber. It will be concreted in place at the appropriate depth to Council specifications. There may be minor costs incurred in graffiti removal. The Team Leader Technical Operations was consulted and has approved ongoing maintenance of the fixture.
 - **Comply with standards relating to design and colour** – the steel and timber design is compatible with the other parks structures nearby at Stockyard Point Reserve and is sympathetic to the natural rock and foreshore elements present near the site.
 - **Enhance the public space** – the additional seat and style of the unit would enhance the park by providing improved public amenity.
 - **Community involvement** – the policy states that there should be community involvement in decision-making about any proposed memorial. Focus Paihia has been consulted on the matter and has given its approval of the proposal. Given that the scale of this proposal is minor, it would be unnecessary to undertake a formal community consultation on the matter. The local Hapū have been consulted and have approved the location. Both communications are attached in “Supporting Documents” - Attachment C.
 - **Become Council property** – the frame would become a Council asset and require minimal maintenance due to the durable nature of the materials used, namely distressed steel and railway sleepers. BOI Rotary will display a small plaque on the frame to acknowledge its gifting of the frame.
- **Affected and Interested Parties** – the frame will not make any negative impact on users of the park; in fact it will provide additional seating for park users. With the frame building the profile of the town as a visitor hub it will enhance tourism and business in Paihia. Heritage NZ was consulted, who had no issue with the proposal, subject to the use of their Accidental Discovery Protocol, should any archaeological items be discovered during digging.
 - **Risks and Mitigations** – there is a risk of damage to the frame through graffiti or physical force. This would create addition work and cost for the FNDC District Facilities Team. Any damage would be funded through existing operational expenditure for Parks and Reserves. The frame is made from durable materials however and is unlikely to become a drain on council resources.
 - **Consents** – The building consent team has been consulted and building consent is not required. An enquiry regarding requirement for resource consent advised that resource consent is not required.
 - **Implications for Māori** – a representative of Ngāti Kawa, Ngāti Rāhiri and Te Matarahurahu, the local Hapū in the area, has been consulted and supports this new proposed location. The communication is attached in Support Documents, Attachment C.

TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

The Bay of Island-Whangaroa Community Board, at its meeting on 12 March 2026, recommended that Council approve the proposal, as per the following resolution:

7.5 APPROVAL OF TOURISM FRAME FOR PAIHIA

Agenda item 7.5 document number A5593096, pages 38 - 46 refers

RESOLUTION [2026/16]

Moved: Chairperson Belinda Ward

Seconded: Member Jane Hindle

That the Bay of Islands-Whangaroa Community Board recommend that Council, approve the installation of a Tourist Photo Frame at Stockyard Point Scenic Reserve in the position indicated, subject to the applicant undertaking the works to Council specifications.

[CARRIED]

Since the proposal for a Tourist Frame is consistent with Council policy and that the associated risks are relatively minor, it is recommended that the proposal be approved by Council. The frame will provide a focal point for visitors, will improve the amenity value of the park and be visually consistent with the other public fixtures in the town.

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

The cost of the frame, and its installation, will be borne by the applicant, so there is no cost to Council for the asset. Operational expenditure for repairs and maintenance is estimated at no more than \$200/annum.

ĀPITIHINGA / ATTACHMENTS

1. **Application for Tourist Photoframe from BOI Rotary - A5593781** [↓](#) 
2. **Art-and-Memorials-in-Public-Places-2017. - A5593793** [↓](#) 
3. **Attachment C Supporting Documents Tourist Photo Frame - A5631603** [↓](#) 

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.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	The establishment of a Tourist Photo Frame in Paihia is meaningful for the community, however since its value is modest, and proposed location uncontentious, the relative 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.	This proposal is consistent with the principles and objectives of the following policy: https://www.fndc.govt.nz/__data/assets/pdf_file/0022/18094/Art-and-Memorials-in-Public-Places-2017..pdf
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 delegated to make recommendations to Council on the installation of works of art and memorials within their ward or subdivision.
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.	hapū of the area. A representative of Ngāti Kawa, Ngāti Rāhiri and Te Matarahurahu has approved the new proposed location.
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 proposal is unlikely to cause concern or create barriers to other affected parties. The chair of Focus Paihia has been consulted, supports the proposal and commented that the proposed location was suitable.
State the financial implications and where budgetary provisions have been made to support this decision.	Since the installation of the frame will be borne by the applicant and ongoing maintenance costs are likely to be low, the financial implications of this proposal are minor.
Chief Financial Officer review.	The CFO has reviewed this report.



PUBLIC ART / MEMORIAL PROPOSAL APPLICATION

Applicant Details	
Mr / Mrs / Ms / <u>Miss</u> / Dr (circle one) ROTARY BAY OF ISLANDS	
Name: NADIA LEHMANN	
Street Address: 202 ARABELLA ROAD, SPDA 8288	
Phone: 2556822	Mobile: 2556822
Email: nadialehmann.rotary@hotmail.com	
Proposed Project (attach artistic statement and design, if applicable)	
Type (tick one)	<input checked="" type="checkbox"/> Art <input type="checkbox"/> Memorial
Project Description: A wooden Frame with name of town. For photos and identification.	
Proposed Site/Location: Grassy area at Stockyard Point, Southern end of Pailia.	
Measurements / Weights: 2.2 metres wide - .5 metres depth 2.4 metres high (2.8 with the legs. 130 Kgs approx.	
Warranties, Name of Manufacturer: Gator Holdings Ltd - build & instal } Rotary to xtreme Profiles - steel plate. } maintain in this instance.	
Proposed Timeframes: The Frame has been made. We would like to erect it asap.	
Costs / Proposed Funding Source: It's been fully funded by Rotary Bay of Islands and Rotary District 9910.	
Consultation / Research Undertaken: Many towns have these; drawcard + profile for photos & memories. Very popular. Put towns on photos Drawcard for photos & photoshoots.	



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Art and Memorials in Public Places

Adopted: 16 March 2017

Background

Council receives requests to install artistic works in the public spaces Council owns and manages. Council also receives requests for public buildings, streets, and other facilities or open spaces to be named after notable local individuals. People may approach staff with offers to provide such things as park benches, fountains, art, and sculptures, or to plant trees within a public space, subject to them being permitted to attach a plaque or other inscription dedicating the object to the memory of a person or a group.

The size, materials and ongoing maintenance requirements are not always clear when the request is made. This policy provides guidance to selecting a site, ensuring the art or memorial is fitting to the site, and ensuring that it is managed and maintained.

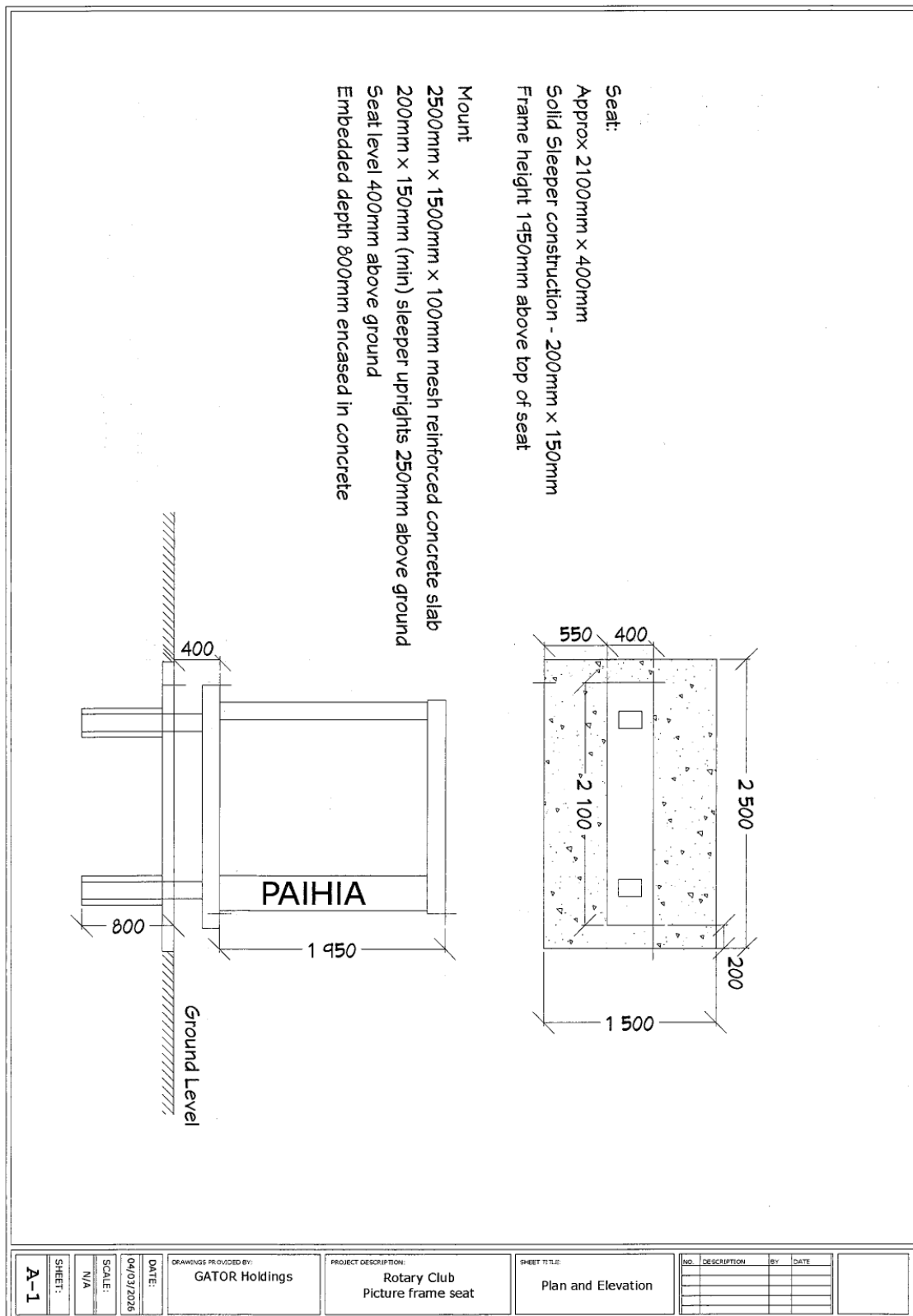
Objectives

1. To contribute to the creation of unique identities for the towns and communities of our district – a sense of place.
2. To recognise members of the community who have contributed to the wellbeing of the people within their area or the District.
3. To ensure community involvement in the decision-making about any proposed art or memorial.
4. To provide a process to follow when a request to install art or a memorial is received.
5. To support art and memorials which have relevance to their site, the history of the community or the District, or the culture and beliefs of the artist.
6. To ensure that art and memorials are well maintained.

Policies

1. Public art and memorials must:
 - a. contribute to the profile and identity of the community, town, or district
 - b. be durable, easy to maintain, and of good quality material
 - c. be accessible for public viewing
 - d. comply with standards relating to design, colour etc.
 - e. aesthetically enhance the public space or built environment
 - f. become the property of the Council.
2. All applicants must complete the Public Art / Memorial Proposal Application form.
3. Council is responsible for the planning, documentation, maintenance, and care of works on Council property.
4. Council will maintain a Public Memorial and Public Art database as a heritage asset in the Recreation Activity Management Plans.

5. For art applications, a project manager will be appointed to co-ordinate the project and report to the Community Board regarding:
 - a. project brief and contract development;
 - b. approvals including resource consents if required;
 - c. ownership and intellectual property rights;
 - d. public safety requirements;
 - e. budget development and funding sources;
 - f. timeframe;
 - g. consultation;
 - h. asset management; and
 - i. maintenance.
6. Memorial street names will be permitted where the individual had a connection to the place where the street is located, or, if the individual is still alive, the individual has given their written consent to the use of their name.
7. Council will apply the name of an individual to a building, structure, or open space where the individual
 - a. has a connection to the building, structure or open space to be named either as a benefactor or as a person responsible for the construction or development, or the fundraising for the construction or development;
 - b. is or was associated with the open space as a previous resident or descendant of previous residents;
 - c. has an established connection to the principal activity for which the building will be used, such as the long term president or patron of a society related to that activity;
 - d. have given their written consent to the use of their name (if still alive).
8. Memorials may consist of:
 - a. a tree or shrub planted within a reserve or park with an associated plaque or stone as a dedication.
 - b. a plaque affixed to an existing landscape feature, such as a boulder or fence, which is located in a position of significance to the person to whom it is dedicated.
 - c. an object which can be used by persons visiting the building, such as a park bench or a library table.
The actual dedication shall consist of a small inscribed plaque or similar attachment.
9. Where a memorial becomes unsafe due to its age and condition or is required to be replaced, Council will take reasonable steps to return to the family any plaque which may have been attached to it. Council accepts no obligation to replace the object or to attach the plaque to any replacement object.
10. A request for installation of art or a memorial in a public place will be reported to the appropriate Community Board. The Board will:
 - a. review the application to ensure that the art or memorial meets this policy
 - b. be responsible for aesthetic approval
 - c. decide the design, construction, and location of any proposed memorial
 - d. identify ongoing costs and who will fund these costs, including maintenance and insurance
 - e. recommend to Council whether or not to install a work of art or a memorial and an appropriate location.





19 February 2026

To whom it may concern,

Proposed installation of photo-frame at Stockyard Point by BOI Rotary Club

I am the Chair for Focus Paihia Charitable Trust. I met with Nadia Lehmann, President of BOI Rotary Club, at Stockyard Point on 17 November to consider their proposal to install a photo-frame on the grassed area seaward of the toilet block. The frame would require a concrete pad for support. Factors considered were impact on the view, stability of the ground, effects on maintenance and the value added to the visitor experience. The location chosen is considered suitable. The Trustees are supportive of the proposal.

I hope the Council sees fit to endorse this initiative.

Yours sincerely

A handwritten signature in black ink, appearing to read "Tricia Scott".

Tricia Scott

Chair

Focus Paihia Charitable Trust

Mark Inglis

From: Ngati Kawa Taituha <ngatikawat@gmail.com>
Sent: Friday, 19 December 2025 12:55 pm
To: Mark Inglis
Subject: Re: Consultation on Rotary Tourism Frame

CAUTION: This email originated from outside Far North District Council.
Do not click links or open attachments unless you recognise the sender and know the content is safe.

Yes, I understand community funds have been used to create the sign so if it's erected there it'll be money well spent and I can't see much objection to it. Our whanau do actually like the sign but last time it was definitely in the wrong place by the Waitangi playground. This new location addresses the issue.

On Fri, 19 Dec 2025 at 5:16 AM, Mark Inglis <Mark.Inglis@fndc.govt.nz> wrote:

Tena koe Ngati Kawa,

Thanks for coming back so quickly. So you are happy for Rotary to go ahead at Stockyard Point?

Cheers

Mark

**Mark Inglis**

Facilities Lead - Technical Operations

M 272415691 | P 6494015182 | Mark.Inglis@fndc.govt.nzTe Kaunihera o Te Hiku o te Ika | Far North District Council

Pokapū Kōrero 24-hāora | 24-hour Contact Centre 0800 920 029

fndc.govt.nz

From: Ngati Kawa Taituha <ngatikawat@gmail.com>

Sent: Thursday, 18 December 2025 7:46 pm

To: Mark Inglis <Mark.Inglis@fndc.govt.nz>

Subject: Re: Consultation on Rotary Tourism Frame

CAUTION: This email originated from outside Far North District Council.
Do not click links or open attachments unless you recognise the sender and know the content is safe.

Kia ora,

Yes, I'm aware of the sign.

It has Paihia written on it so will be much more appropriate on that spot

Nga mihi

Ngati Kawa

On Tue, 16 Dec 2025 at 11:53 PM, Mark Inglis <Mark.Inglis@fndc.govt.nz> wrote:

Tena koe,

Council has had a request from the BOI Rotary to install a tourism frame at Stockyard Point Paihia, in the position indicated in the attachment. I understand it is the same installation that was removed from the Te Tii Beach waterfront.

The board would like to consult the hapu on the suitability of this new location and I am writing to check with you about the best process for this. If you would agree to consult on this matter, would a formal letter with the proposal be required or a presentation at a komiti meeting or some other process?

Many thanks for considering this matter.

Nga mihi



Mark Inglis

Facilities Lead - Technical Operations

M 272415691 | P 6494015182 | Mark.Inglis@fndc.govt.nz

Mark Inglis

From: Bill Edwards <BEdwards@heritage.org.nz>
Sent: Wednesday, 4 March 2026 3:02 pm
To: Mark Inglis
Cc: James Robinson
Subject: RE: installation at Stockyard Point Paihia
Attachments: Heritage New Zealand Northland ADP 2016.doc

CAUTION: This email originated from outside Far North District Council.
Do not click links or open attachments unless you recognise the sender and know the content is safe.

Kia ora Mark

Please operate under an ADP attached.

Nga mihi


Bill

Bill Edwards Area Manager, Northland | Heritage New Zealand Pouhere Taonga | Northland Area Office, 21 Hobson Ave, PO Box 836 Kerikeri 0245, New Zealand | Ph: (64 09) 407 0470 | DDI: (64 09) 407 0471 | Visit www.heritage.org.nz and learn more about New Zealand's heritage places

Tairangahia a tua whakarere; Tatakihia nga reanga o amuri ake nei- Honouring the past; Inspiring the future

This communication may be a privileged communication. If you are not the intended recipient, then you are not authorised to retain, copy or distribute it. Please notify the sender and delete the message in its entirety.

From: Mark Inglis <Mark.Inglis@fndc.govt.nz>
Sent: Wednesday, 4 March 2026 1:23 pm
To: Bill Edwards <BEdwards@heritage.org.nz>
Subject: installation at Stockyard Point Paihia

 You don't often get email from mark.inglis@fndc.govt.nz. [Learn why this is important](#)

Kia ora Bill,

FNDC is considering all implications of installation of a Tourist Photo Frame at Stockyard Point, as per the attached plan. My manager Ivan Ashby has asked me to consult with you as to whether there are any implications of digging in this area.

A colleague is meeting on site to determine the detailed location but close to the location indicated on the attachment.

Cheers



Mark Inglis

Facilities Lead - Technical Operations

M 272415691 | P 6494015182 | Mark.Inglis@fndc.govt.nz

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

7 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

7.1 RESPONSE TO COUNCIL - ROAMING AND AGGRESSIVE DOGS IN AHIPARA

File Number: A5629400

Author: Mike McMurtrie, Manager - Compliance

Authoriser: Hilary Sumpter, Group Manager - Delivery and Operations

TAKE PŪRONGO / PURPOSE OF THE REPORT

The purpose of this report is to provide a report to Council, concerning the roaming and aggressive dog situation in Ahipara.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- This report proposes to highlight roaming and dangerous dogs in the Ahipara area of the Far North District with recommendations Around enforcement options, resources required and measures to improve the community's safety.
- The report aims to respond to concerns raised by the Ahipara Community through their petition presented to Council on the 5th of March 2026 after a recent dogs on dog attack between roaming dogs.
- The petition highlights that in Ahipara, many people are carrying sticks or avoiding walking in certain areas due to fear of roaming and aggressive dogs that are uncontrolled in the community.
- The recommended solutions strengthen Animal Management resourcing, expand community education and involvement, enhance community and staff safety and response capabilities.
- Expected outcomes include fewer public safety incidents, improved compliance by dog owners, and increased community trust.
- While the report focusses on Ahipara, the problem is not isolated to Ahipara or even the Far North District and so most causes and solutions can be attributed to other areas of the Far North.

TŪTOHUNGA / RECOMMENDATION

That the Council receive the report Response to Council - Roaming and Aggressive dogs in Ahipara.

TĀHUHU KŌRERO / BACKGROUND

Tyrone Biddle presented a petition to Council on the 5th of March 2026, following a dog attack in Kākāpō Street, Ahipara.

Several roaming dogs attacked another in the street, in front of his family, prompting him to petition to Council to address concerns in the Ahipara Community. The petition received several hundred signatures in support.

Following the receiving of the report, on the 5th of March 2026, a report was requested to outline options to address roaming and dangerous dogs in Ahipara, including enforcement tools, resources required, and measures to improve community's safety.

MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

Council staff met with Mr Biddle on Tuesday 10th March 2026 in Ahipara to discuss concerns and have prepared the attached report to summarise this meeting, identified several short term and

longer term solutions, in conjunction with operational initiatives that have already been identified and implemented in previous weeks and months.

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

There are financial implications, should any solutions involving increased FTE be implemented. These are outlined within the report.

ĀPITIHINGA / ATTACHMENTS

1. **Response to Council - Roaming and Aggressive dogs in Ahipara - A5629441** [↓](#) 

Response to “Protect our Community and Tamariki”

Addressing Roaming and Aggressive Dogs in Ahipara

Executive Summary

This report proposes to highlight roaming and dangerous dogs in the Ahipara area of the Far North District with recommendations around enforcement options, resources required and measures to improve the community's safety.

The report aims to respond to concerns raised by the Ahipara Community through their petition presented to Council on the 5th of March 2026 after a recent dogs on dog attack between roaming dogs.

The petition highlights that in Ahipara, many people are carrying sticks or avoiding walking in certain areas due to fear of roaming and aggressive dogs that are uncontrolled in the community.

The recommended solutions strengthen Animal Management resourcing, expand community education and involvement, enhance community and staff safety and response capabilities.

Expected outcomes include fewer public safety incidents, improved compliance by dog owners, and increased community trust.

While the report focusses on Ahipara, the problem is not isolated to Ahipara or even the Far North District and so most causes and solutions can be attributed to other areas of the Far North.

Problem Definition

Overview of Current Situation

Complaints and service requests related to roaming and aggressive dogs have remained consistent over recent years, with incidents in both rural settlements and larger townships. Long travel distances and limited coverage windows create extended response times.

Council records only show incidents that are formally reported, with social media commentary indicating that the problem may be bigger than Council is formally aware of.

Over the last 3 financial years, Animal Management has received over 4500 requests for service each year. Approximately 2000 of these are administrative-related requests, leaving approximately 2500 requests for operational Animal Management Officers to respond to each year.

In the 2025/2026 Financial Year to Date the Animal Management Team has received approximately 4000 requests for service of which 1600 are administrative.

Impacts

A summary of the community and operational impacts are:

- **Public safety risks:** dog attacks, near-misses, and fear restricting outdoor activity.
- **Animal welfare concerns:** uncontrolled breeding, neglect, and injury among roaming dogs.
- **Operational inefficiencies:** elevated call volumes, repeat callouts, and overtime pressures.
- **Legal and reputational risk:** perceived under-enforcement and inconsistent outcomes.

Objectives

- 1) Identify causes of Dog Control incidents in Ahipara.
- 2) Identify resourcing gaps to address the causes of Dog Control incidents in the Far North, specifically Ahipara.
- 3) Liaise with community members in Ahipara to identify specific local issues and seek suggestions for improvement.
- 4) Increase community participation in solutions.
- 5) Provide evidence for justification of increased funding to boost Animal Management Officers in the Far North District, including the creation of community liaison/education officer.

Key Drivers / Causes

- **Owner non-compliance:** inadequate containment, microchipping, registration, and desexing.
- **Education gaps:** variable awareness and compliance of obligations under the Dog Control Act 1996 and Council bylaws.
- **Outdated and unusable legislation:** The Dog Control Act 1996 has legislative gaps, restricting action that can be lawfully taken by Animal Management Officers.
- **Geography:** large district, dispersed communities, and long travel distances extending response times.
- **Resourcing:** Far North District Council has only 10 Animal Management Officers (split into two teams) responsible for a vast district (over 7000 km²), severely limiting proactive enforcement and timely response. The North Team that looks after Ahipara has 1 Team Leader, 4 Animal Management Officers and 1 Shelter Operator.
- **Prosecution hurdles:** reluctant witnesses, insufficient evidence, and court capacity.

Analysis of 2022/2023, 2023/2024, 2024/2025 and current Request for Service (RFS) data/drivers.

RFS count – total FNDC catchment

	2022/2023	2023/2024	2024/2025	Current YTD	Trend on previous FY
Stray in public	529	614	622	411	-6.2%

Stray pick up	530	464	465	224	-31.5%
Dog v Person	83	101	85	49	-26.9%
Dog v Dog	77	87	76	43	-20.4%
Aggressive dog in public	147	194	208	125	-26.0%
CoPro-active Patrol	10	73	555	419	+31.8%

RFS data is not currently able to be sorted into individual suburbs, but data improvements are underway to improve localised reporting.

The following problem analysis applies to Ahipara, but similar issues are prevalent across the district. It is not an exhaustive list but a strong indicator of contributing factors.

Council staff met with a representative of the Ahipara Community who presented the petition to FNDC in March this year to discuss causes of increased roaming and aggressive dog incidents in the Ahipara area.

- There is no pre-requisite to show a level of responsibility to obtain or own a dog. Registration and Microchipping, while legally mandated are not required before possession of a dog is obtained. There are no legally mandated requirements to fence properties before people obtain dogs.
- Often properties in Ahipara have inadequate fencing and gates to mitigate or prevent dogs from leaving the confines of the property. To compound this, irresponsible ownership of these dogs includes an unwillingness to properly fence a property (although this can be due to a financial barrier) or secure dogs from being able to roam freely.

Ahipara locals, particularly Tamariki, know which houses/streets are problem areas and are forced to take another route or run quickly past certain addresses to reduce chances of being approached by problem dogs.

- Inadequate training or an unwillingness to properly train dogs to minimise occurrences of leaving the property also appears to be a factor that contributes to roaming dogs and unsociable behaviour.
- Owner attitudes towards dogs being obtained for “guard duties” rather than as a pet or part of the family.
- Entire dogs are more susceptible to roaming incidences as they explore to seek a mate or protect perceived territory.
- Most powers under the Dog Control Act 1996 to restrict ownership or require mitigation measures (such as desexing) occur after dogs are obtained or after an incident (or series of incidents) have occurred.
- Mandatory desexing is only enforceable for certain breeds classified as menacing under the Dog Control Act 1996.

When comparing the last 3 financial years of Request for Service (RFS) data for roaming and aggressive dog incidents, we can see a steady increase until evident decreases in the 2025/2026 current Financial Year to Date (compared to this time last year).

Contributing factors to reduced RFS data may be that communities are reluctant to report incidents to authorities through fear of retribution from dog owners, not seeing it as their responsibility or accepting what is happening as status quo.

The community representative also said it is easier to “report” via social media than it is to use the council reporting service. This may have led to an ‘urban myth’, that posting a complaint on social media is the same as reporting an incident to Council/Animal Management.

The Ahipara community did acknowledge that “in the last month” there appeared to be a noticeable decrease in incidents since social media/news outlets had spotlighted the issue, in conjunction with increased patrols by AMO staff (approx. 2 per day in Ahipara) and that dog owners appeared to be taking more responsibility for their community by securing dogs correctly. This is affirmed by community commentary on the Ahipara FB pages.

Suggested improvements included:

- more frequent and transparent communication via a dedicated social media presence, including frequent reporting of statistics in the Ahipara area and sharing the Mahi that the Animal Management team is doing.
- Having a visible presence around school start and finish times for Tamariki to know we are there was also suggested (has resourcing implications).
- Work is underway with Council’s Communications and Engagement team to explore the viability of an Animal Management social media presence.
- And we need to address making it as easy as possible to complain, so we are reviewing that process with our IT team.

Current State Analysis

Resources We Have

Animal Management Officers (AMOs): The AMO team is split into two teams, a North team (1 x TL and 4 x AMO, 1 x Vacancy) and South Team (1 x TL and 5 x AMO). 1 vacant AMO FTE is currently being recruited into the North Team to make a 5/5 split.

A moderate dog attack can take 2-3 officers for safety, leaving almost no capacity for any proactive work, or other response work while the incident is resolved

AMOs work between 8:00am – 5:00pm, Monday to Friday. Each 7-day cycle, 1 officer from each team is ‘on call’ to attend after hours complaints between 5:30pm and 9:00pm.

The number and type of incidents that after hours AMOs can attend is limited due to them working alone.

The rostered on-call officer is also responsible for shelter duties in conjunction with their ‘on-call’ duties on Saturday and Sunday.

The North Team is responsible for the Ahipara area.

Fleet and equipment: Each AMO has an allocated vehicle for the role as well as relevant safety and specialist equipment.

Facilities: The Northern Shelter is in Kaitaia with 20 pens. The Southern Shelter is in Kaikohe with 15 pens.

Education: A safety around dogs' education has been developed in conjunction with DIA and Auckland Council and is set to be rolled out from April to various schools across the district. Ahipara school is scheduled for May. At this stage, with no dedicated education officer, this is being delivered by AMO staff, on top of their usual operational requirements.

Registration compliance (Ahipara): Far North District Council has 9403 active dogs on our database. 207 of these reside in Ahipara. 159 of these are registered, with 48 still to register. Active compliance follow up is ongoing with these dogs.

Gaps and Constraints

Staffing vs. district size: The North Team that services Ahipara consists of 1 x Team Leader, 4 x Animal Management Officers and 1 x Shelter Operator with 1 vacancy being recruited. The 4 current "field" staff (Animal Management Officers) cover the entire Te Hiku ward, which is a vast and varying landscape. Many aggressive dog incidents will require 2 officers to attend for staff and community safety.

Travel time: The distances required by the Animal Management Officers mean that they spend a lot of time in vehicles. The staff, while currently focusing on Ahipara, cannot neglect the remainder of the Te Hiku ward, meaning that they could end up at Coopers Beach, a significant distance from Ahipara.

Education reach: The recently developed Dog Safety program is being delivered into junior schools targeting certain age groups. This is being delivered by operational staff on top of operational requirements in conjunction with school timetables.

Budget constraints: Animal Management has limited cost recovery ability, with enforcement fees being set by the Dog Control Act 1996. Far North District Council can set reasonable fees and charges but will never be a complete "user pays system". Additional staff to address issues require additional funding with limited offset through fees and charges without penalizing the community through significant increases.

Cost Analysis

Animal Management Officer

The cost to fit out 1 x Animal Management Officer is approximately \$176,877 per annum which covers basic salary and vehicle related costs.

Education/liaison officer

An education/liaison officer is estimated to cost approximately \$69,000 per annum in salary + vehicle related costs associated to the role.

Proposed Solutions

The proposed solutions are over and above the operational improvements that Animal Management has been making over the last 12 months. Several operational improvements have shown gradual improvements as. These solutions aim to compliment initiatives already being implemented.

Option 1: Status Quo

No new/additional investment.

Anecdotal information suggests that small impacts are being made in the Ahipara community, due to focused effort.

Risks: incident rates increase again when focus shifts elsewhere.

Option 2: Increase Enforcement and Resourcing

Increase AMO resourcing by 2 FTE (1 North and 1 South) to extend coverage and reduce response times.

Increased staff = increased patrols and response times to Dog Control Incidents.

Risk: FTE is not currently budgeted for and would need to be accounted for in next Annual Plan. Creation of positions and recruitment shouldn't be a problem based on previous recruiting drives.

Option 3: Education and Communication Focused Strategy

Approve budget for a dedicated community liaison/education officer to improve, deliver and increase safety programmes from school to other community events, allowing Animal Management Officers to focus on problem areas.

Increase social media presence to communicate more directly with the Ahipara (and other) communities.

Investigate improvements to reporting channels.

Risk: FTE is not currently budgeted for and would need to be accounted for in next Annual Plan.

Option 4: Hybrid Approach (Recommended)

Combine Options 2 and 3 to increase Animal Management in a staged approach with a view to increasing education initiatives through the dedicated role and increased patrolling presence only viable through increased officers.

Investigation is already underway to improve reporting channels for the community to report incidents to ensure Animal Management has an accurate picture of the community issues, as well as investigation into an increased social media presence to increase community reach.

7.2 COMMUNITY BOARD MINUTES

File Number: A5642773

Author: Natasha Rmandic, 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 the Te Hiku, Bay of Islands-Whangaroa and Kaikohe-Hokianga Community Board meetings are attached for Council information.

TŪTOHUNGA / RECOMMENDATION

That Council note the minutes from the following Community Board meetings:

- a) Te Hiku Community Board Meeting held 10 March 2026;
- b) Kaikohe-Hokianga Community Board Meeting held 11 March 2026.
- c) Bay of Islands-Whangaroa Community Board Meeting held 12 March 2026;

1) 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.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

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).

3) 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. 2026-03-10 Te Hiku Community Board Minutes - A5620032 [↓](#) 
2. 2026-03-11 Kaikohe-Hokianga Community Board Minutes - A5620358 [↓](#) 
3. 2026-03-12 Bay of Islands-Whangaroa Community Board Minutes - A5620637 [↓](#) 

Te Hiku Community Board Meeting Minutes

10 March 2026

**MINUTES OF
TE HIKU COMMUNITY BOARD MEETING
HELD AT THE CONFERENCE ROOM - TE AHU, CNR STATE HIGHWAY 1 AND MATHEWS
AVENUE, KAITAIA
ON TUESDAY, 10 MARCH 2026 AT 10:00 AM**

PRESENT: Chairperson William (Bill) Subritzky, Deputy Chairperson Trevor Beatson, Member Adele Gardner, Member Mike Te Wake, Member Krystal-Rose Taaffe, Member Eddie Bellas, Member Hilda Halkyard-Harawira, Member Rachel Baucke

IN ATTENDANCE: **Moko Tepania – Kahika-Mayor, Felicity Foy – Councillor**

STAFF PRESENT: Beverly Mitchell (CB Coordinator), Kathryn Trewin (Funding Advisor), Dena-Maree Hemara (Kaiairahi Kaupapa Māori), Aaron Taikato (Manuhautu Te Hono), Aisha Huriwai (Manager-Democracy Services), Natasha Rmandic (Democracy Advisor), (Hilary Sumpter (GM Delivery and Operations), Rachel Smith (Executive Officer), Myjanne Jensen (Communications Advisor), Katy Simon (Adaptation Programme Lead), Shenae Barker (Team Leader – Monitoring)

1 KARAKIA TIMATANGA / OPENING PRAYER

Meeting was opened by karakia from Member Te Wake.

2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND CONFLICTS OF INTEREST

Nil.

3 TE WĀHANGA TŪMATANUI / PUBLIC FORUM

Graeme McMilian – Rangiputa Ratepayers.

4 NGĀ TONO KŌRERO / DEPUTATIONS

Nil.

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

6.1 CONFIRMATION OF PREVIOUS MINUTES

Agenda item 6.1 document number A5597993, pages 8 - 9 refers

RESOLUTION 2026/9

Moved: Chairperson William (Bill) Subritzky

Seconded: Member Adele Gardner

That Te Hiku Community Board confirm the minutes of the meeting held 09 February 2026 to be a true and correct record.

CARRIED

MAJOR ITEM NOT ON THE AGENDA

RESOLUTION 2026/10

Moved: Member Hilda Halkyard-Harawira
 Seconded: Member Eddie Bellas

Te Hiku Community Board:

- Resolves to consider the item not on the agenda Stage One – Community Adaptation Planning, Te Hōtaka Urutau Hapori – Community Adaptation Programme.
- Notes the item was not on the agenda because it was received outside of acceptable timeframes as per SO 9.10.
- The report cannot be delayed because it is part of group of seven reports which should be presented at same time.

CARRIED

6 NGĀ PŪRONGO / REPORTS

7.1 ALFRESCO DINING APPLICATIONS

Agenda item 7.1 document number A5593176, pages 15 - 17 refers

RESOLUTION 2026/11

Moved: Member Eddie Bellas
 Seconded: Member Mike Te Wake

That the Te Hiku Community Board receive the report Alfresco dining applications.

CARRIED

7.2 PROJECT FUNDING REPORTS

Agenda item 7.2 document number A5584671, pages 18 - 19 refers

RESOLUTION 2026/12

Moved: Deputy Chairperson Trevor Beatson
 Seconded: Member Mike Te Wake

That Te Hiku Community Board note the project reports received from:

- a) Ahipara Aroha – Movies in the Park;
- b) R Tucker Thompson – Youth Sailing;
- c) Savour Northland 2025.

CARRIED

7.3A FUNDING APPLICATIONS

Agenda item 7.3 document number A5584754, pages 30 - 32 refers

RESOLUTION 2026/13

Te Hiku Community Board Meeting Minutes

10 March 2026

Moved: Member Eddie Bellas
 Seconded: Member Adele Gardner

That Te Hiku Community Board approve the sum of \$4,000 (plus GST if applicable) be paid from the Board's Community Grant Fund account to Jacman Entertainment Ltd for costs towards 2026 Savour Northland

CARRIED

7.3B FUNDING APPLICATION

That Te Hiku Community Board approve the sum of \$5,000 (plus GST if applicable) be paid from the Board's Community Grant Fund account to Jacman Entertainment Ltd for costs towards Savour 2027 from 2027/28 financial year funding, subject to receiving a project report on the 2026 Savour Northland event.

LOST FOR LACK OF MOVER AND SECONDER

7.3C FUNDING APPLICATION

That Te Hiku Community Board approve the sum of \$5,000 (plus GST if applicable) per year be paid from the Board's Community Grant Fund account to Jacman Entertainment Ltd for costs towards Savour 2028 from 2028/29 financial year funding, subject to receiving a project report on the 2027 Savour Northland event.

LOST FOR LACK OF MOVER AND SECONDER

7 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

8.1 CHAIRPERSON AND MEMBERS REPORTS

Agenda item 8.1 document number A5584936, pages 46 - 46 refers

RESOLUTION 2026/14

Moved: Member Mike Te Wake
 Seconded: Member Adele Gardner

That Te Hiku Community Board note the March 2026 member reports from Chair Bill Subritzky and members: Adele Gardner, Eddie Bellas, Mike Te Wake, Trevor Beatson and Krystal-Rose Taaffe

CARRIED

8.2 STAGE ONE - COMMUNITY ADAPTATION PLANNING, TE HŌTAKA URUTAU HAPORI-COMMUNITY ADAPTATION PROGRAMME

Agenda item 8.2 document number A5556094, pages 0 - 0 refers

RESOLUTION 2026/15

Moved: Member Hilda Halkyard-Harawira
 Seconded: Deputy Chairperson Trevor Beatson

That the Te Hiku Community Board receive the report Stage One - Community Adaptation Planning, Te Hōtaka Urutau Hapori-Community Adaptation Programme

Te Hiku Community Board Meeting Minutes

10 March 2026

CARRIED

Note: Member Te Wake and Cr Halkyard-Harawira to be part of Community Panels.

8.3 THCB OPEN RESOLUTIONS REPORT

Agenda item 8.3 document number A5598169, pages 57 - 57 refers

RESOLUTION 2026/16

Moved: Chairperson William (Bill) Subritzky

Seconded: Member Hilda Halkyard-Harawira

That Te Hiku Community Board receive the report THCB Open Resolutions Report for March 2026.

CARRIED

8 KARAKIA WHAKAMUTUNGA / CLOSING PRAYER

Meeting closed by karakia from Aaron Taikato

9 TE KAPINGA HUI / MEETING CLOSE

The meeting closed at 13.15pm.

The minutes of this meeting will be confirmed at the Te Hiku Community Board Meeting held on 7 April 2026.

.....
CHAIRPERSON

Kaikohe-Hokianga Community Board Meeting Minutes

11 March 2026

UNCONFIRMED**MINUTES OF****KAIKOHE-HOKIANGA COMMUNITY BOARD MEETING
HELD AT THE COUNCIL CHAMBER, MEMORIAL AVENUE, KAIKOHE
ON WEDNESDAY, 11 MARCH 2026 AT 10.00 AM**

PRESENT: Chairperson Jessie McVeagh, Deputy Chairperson Scarlet Mocaraka, Member Eddie Court, Member Denis Orme, Member Doug Te Wake, Member Kelly van Gaalen, Member John Vujcich

IN ATTENDANCE: Kahika Mayor Moko Tepania, Chicky Rudkin (Virtually), Cr Tāmami Rākena (Virtually)

STAFF PRESENT: Melissa Wood - Community Board Coordinator, Kathryn Trewin – Funding Advisor, Aaron Taikato – Manuhautu Te Hono, Piripi Rakena - Kaiarahi Kaupapa Māori, Estee Rapatini – Senior Facilities Technical Officer, Shenae Barker – Team Leader Monitoring (Virtually), James Knight-Wagener – District Facilities Design Officer (virtually), Harley Alexander – Multimedia Strategy & Communications Advisor (Virtually), Janette England – District Facilities Asset Manager (Virtually). Lawrence Wharerau - Kaiarahi Kaupapa Māori (Virtually), Katy Simon Adaptation Programme Lead (Virtually), Rhonda-May Whiu – Democracy Advisor.

1 KARAKIA TIMATANGA / OPENING PRAYER

Member Doug Te Wake opened the meeting with a karakia.

2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND CONFLICTS OF INTEREST**APOLOGY****RESOLUTION 2026/8**

Moved: Chairperson Jessie McVeagh

Seconded: Member Denis Orme

That the apology received from Member Arohanui Allen due to attending other Council business be accepted and leave of absence granted.

CARRIED**3 TE WĀHANGA TŪMATANUI / PUBLIC FORUM**

Linda Bracken – Kaikohe Business Association update.

4 NGĀ TONO KŌRERO / DEPUTATIONS

Kahika Mayor Moko Tepania - Mayoral and Council update.

Bruce Lomas - Waimamaku Toilet Facilities Petition (Agenda item 8.2)

Note: Additional 38 petition signatories provided in support

Karen Browne on behalf of Hokianga Community Educational Trust (HCET) (AKO Hokianga) - lease for 78 Parnell Street, Rawene.

Kaikohe-Hokianga Community Board Meeting Minutes

11 March 2026

UNCONFIRMED**5 NGĀ KAIKŌRERO / SPEAKERS**

Savour Northland Leslie Lucus and Max regarding funding application (Agenda item 7.4)

Kathryn Trewin – Update regarding mosaics relating to funding application. Project report to be provided at the next Board meeting.

6 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES**6.1 CONFIRMATION OF PREVIOUS MINUTES**

Agenda item 6.1 document number A5554477, pages 8 - 13 refers.

RESOLUTION 2026/9

Moved: Member Doug Te Wake

Seconded: Member John Vujcich

That the Kaikohe-Hokianga Community Board confirm the minutes of the meeting held 11 February 2026 to be a true and correct record.

CARRIED**7 NGĀ PŪRONGO / REPORTS****7.1 ALFRESCO DINING APPLICATIONS**

Agenda item 7.1 document number A5597508, pages 14 - 16 refers.

RESOLUTION 2026/10

Moved: Member Kelly van Gaalen

Seconded: Member Doug Te Wake

That the Kaikohe Hokianga Community Board:

- a) Receive the report Alfresco Dining Renewal Application – ALF-88; and**
- b) Provide comment on the renewal application from Kaikohe Bakehouse Cafe, 77 Broadway, Kaikohe.**

Comment: Inform the owners that there is a ongoing street scape programme and placemaking and aspirations for Broadway Kaikohe.

CARRIED**7.2 REMOVAL OF A POHUTUKAWA TREE AT 5 MEMORIAL AVENUE, KAIKOHE**

Agenda item 7.2 document number A5532997, pages 17 - 28 refers.

RESOLUTION 2026/11

Moved: Member Doug Te Wake

Seconded: Chairperson Jessie McVeagh

That the Kaikohe-Hokianga Community Board approve the Pohutukawa located at 5 Memorial Ave, Kaikohe to be removed and that Council pays for this work to be completed.

CARRIED

UNCONFIRMED**7.3 PROJECT FUNDING REPORTS**

Agenda item 7.3 document number A5585375, pages 29 - 50 refers.

RESOLUTION 2026/12

Moved: Member John Vujcich

Seconded: Member Denis Orme

That the Kaikohe-Hokianga Community Board note the project reports received from:

- a) **Manaki Tinana Trust – Roof**
- b) **Ohaeawai Taiamai Residents Association – Christmas**
- c) **Okaihau Community Association – Kitchen**
- d) **R Tucker Thompson**
- e) **Rob Pink – Rawene Sand**
- f) **Savour Northland 2025**
- g) **Tautoro Titans**
- h) **Te Mata o Roiroi**

CARRIED

At 11:20 am, Member Eddie Court left the meeting and returned at 11:24 am.

7.4A FUNDING APPLICATIONS

Agenda item 7.4 document number A5585395, pages 51 – 66 refers.

MOTION

Moved: Member Denis Orme

Seconded: Member John Vujcich

- a) **That the Kaikohe-Hokianga Community Board approve the sum of \$3,000 (plus GST if applicable) be paid from the Boards Community Grant Fund Account to Jacman Entertainment Ltd towards the costs for Savour Northland 2026.**

MOTION**RESOLUTION 2026/13**

Moved: Member Kelly van Gaalen

Seconded: Member Doug Te Wake

That the Kaikohe-Hokianga Community Board Leave the application for the Boards Community Grant Fund Account for Jacman Entertainment Ltd towards the costs for Savour Northland 2026 to lie till the next Board meeting.**LEFT TO LIE**

UNCONFIRMED

7.5 CHAIRPERSON AND MEMBERS REPORTS

Agenda item 7.5 document number A5528223, pages 67 - 72 refers.

RESOLUTION 2026/14

Moved: Chairperson Jessie McVeagh

Seconded: Member Doug Te Wake

That the Kaikohe-Hokianga Community Board note the March 2026 member reports from Chairperson McVeagh, and Member Orme.

CARRIED

8 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

8.1 STAGE ONE - COMMUNITY ADAPTATION PLANNING, TE HŌTAKA URUTAU HAPORI-COMMUNITY ADAPTATION PROGRAMME

Agenda item 8.1 document number A5556089, pages 73 - 78 refers.

RESOLUTION 2026/15

Moved: Deputy Chairperson Scarlet Mocaraka

Seconded: Chairperson Jessie McVeagh

That the Kaikohe-Hokianga Community Board receive the report Stage One - Community Adaptation Planning, Te Hōtaka Urutau Hapori-Community Adaptation Programme.

CARRIED

8.2 PETITION "PUBLIC TOILETS FOR WAIMAMAKU"

Agenda item 8.2 document number A5606294, pages 79 - 80 refers.

RESOLUTION 2026/16

Moved: Chairperson Jessie McVeagh

Seconded: Member Doug Te Wake

That the Kaikohe-Hokianga Community Board receive the Petition "Public Toilets for Waimamaku".

CARRIED

8.3 OPEN RESOLUTIONS AND ACTIONS UPDATE - MARCH 2026

Agenda item 8.3 document number A5588560, pages 81 - 81 refers.

RESOLUTION 2026/17

Moved: Chairperson Jessie McVeagh

Seconded: Member John Vujcich

That the Kaikohe-Hokianga Community Board receive the report Open Resolutions and Actions Update - March 2026.

CARRIED

Kaikohe-Hokianga Community Board Meeting Minutes

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Note: Member Denis Orme expressed concern regarding a Pride of Place Funding Application that was not provided by staff for consideration at this meeting. The Funding Advisor confirmed that the application had been received and would be presented to the Board for consideration alongside information from staff on the ongoing impact on ratepayers (if any).

9 KARAKIA WHAKAMUTUNGA / CLOSING PRAYER

Member Doug Te Wake closed the meeting with a karakia.

10 TE KAPINGA HUI / MEETING CLOSE

The meeting closed at 12.05 PM.

The minutes of this meeting will be confirmed at the Kaikohe-Hokianga Community Board Meeting held on 8 April 2026.

.....
CHAIRPERSON

UNCONFIRMED

Bay of Islands-Whangaroa Community Board Meeting Minutes

12 March 2026

**MINUTES OF
BAY OF ISLANDS-WHANGAROA COMMUNITY BOARD MEETING
HELD AT THE TURNER CENTRE, 43 COBHAM ROAD, KERIKERI
ON THURSDAY, 12 MARCH 2026 AT 10:02 AM**

PRESENT: Chairperson Belinda Ward, Deputy Tyler Bamber, Member Dane Hawker, Member Jane Hindle, Councillor Arohanui Allen, Councillor Ann Court

IN ATTENDANCE: Kahika-Mayor Moko Tepania, Kohepu-Deputy Mayor Chicky Rudkin, Councillor Kelly Stratford

STAFF PRESENT: Kathryn Trewin (Funding Advisor), Lawrence Wharerau (Kaiarahi Kaupapa Māori), Aaron Taikato (Manuhautu Te Hono), Mark Inglis (Facilities Lead), Robin Rawson (Parks and Reserves Planner), Rachel Smith (Executive Officer), Myjanne Jensen (Communications Advisor), Trinity Lane (Finance and Customer Services Administrator), Stephen FitzHerbert (Community Board Coordinator), Kathryn Trewin (Funding Advisor), Hillary Sumpter (General Manager-Delivery and Operations)

1 KARAKIA TIMATANGA / OPENING PRAYER

At 10:02 am, Member Jane Hindle closed the meeting with a karakia.

2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND CONFLICTS OF INTEREST

2.1 APOLOGIES

RESOLUTION 2026/12

Moved: Chairperson Belinda Ward

Seconded: Deputy Tyler Bamber

That Bay of Islands-Whangaroa Community Board acknowledge apology from members Jo Alexander, Roddy Pihema and Korey Atama.

CARRIED

Deputy Chair Tyler Bamber declared a conflict of interest relating to funding applications 7.1a and 7.1c and will not be participating in the vote.

3 NGĀ TONO KŌRERO / DEPUTATIONS

Kahika Moko Tepania

- Presentation on Mayoral and Council update

4 TE WĀHANGA TŪMATANUI / PUBLIC FORUM

Nadia Lehmann for Rotary Paihia speaking in support of the recommendation for agenda item 7.5 approval of tourism frame for Paihia.

Martin O'Ughdealy spoke in relation to motor caravans and Russell community groups.

At 10:39 am, Councillor Ann Court joined the meeting.

UNCONFIRMED

Bay of Islands-Whangaroa Community Board Meeting Minutes

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3 NGĀ TONO KŌRERO / DEPUTATIONS CONTINUED

Vicky Froude spoke in relation to Russell Peninsula Habitat ecological restoration strategy.

At 11:13 am, Councillor Arohanui Allen left the meeting.

Attachments tabled at meeting

- 1 Kahika-Mayor Moko Tepania Community Board Deputation March-Document number A5642921 refers.
- 2 Better together a framework for councils and community boards-Document number A5642918 refers.
- 3 Vicky Fraude-Overview draft RLT Habitat Resotration Sratgy 2026 - Document number A5642901 refers.

5 NGĀ KAIKŌRERO / SPEAKERS

- Jackie Sanders and Leslie Lucas representing Savour Northland spoke in relation to agenda item 7.7e
- Fiona Mohr representing Russell Centennial Trust in relation to agenda item 7.7b
- Rod Brown representing Vision Kerikeri in relation to 7.7d
- Gerry Paul and Hana-May (Turner Centre), and Rawi Pere, Danny Kaiawe, and Sophia Thomas (Ngāti Rehia Community Kapa Haka Group), spoke to agenda item 7.7c

At 11:29 am, Councillor Arohanui Allen returned to the meeting.

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

6.1 CONFIRMATION OF PREVIOUS MINUTES

Agenda item 6.1 document number A5590992, pages 8 - 15 refers.

RESOLUTION 2026/13

Moved: Chairperson Belinda Ward

Seconded: Member Dane Hawker

That the Bay of Islands-Whangaroa Community Board confirm the minutes of the meeting held 12 February 2026 as a true and correct record.

CARRIED

7 NGĀ PŪRONGO / REPORTS

7.1 MAKING AND ATTESTING OF DECLARATIONS

Agenda item 7.1 document number A5607065, pages 16 - 17 refers.

The Bay of Island Whangaroa Community Board Chairperson Belinda Ward, witnessed the Attestation and Declaration of Council appointed member Cr Arohanui Allen

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7.2 RESERVES ADJOINING SIMSON PARK DOMAIN - RESERVES ACT CLASSIFICATION RECOMMENDATION

Agenda item 7.2 document number A5517271, pages 18 - 23 refers.

RESOLUTION 2026/14

Moved: Deputy Chairperson Tyler Bamber
 Seconded: Member Jane Hindle

That the Bay of Islands-Whangaroa Community Board:

- a) **receive the report Reserves Adjoining Simson Park Domain – Reserves Act Classification Recommendation; and**
- b) **recommend that Council reclassifies the following lots as Recreation Reserves;
 Lot 25 DP 51470
 Lot 26 DP 51470**
- c) **recommend that Council classifies the following lot as a Recreation Reserve;
 Lot 35 DP 51470**

CARRIED

7.3 NEW ROAD NAME: 399 PUKETOTARA ROAD, WAIPAPA.

Agenda item 7.3 document number A5598213, pages 24 - 31 refers.

RESOLUTION 2026/15

Moved: Member Dane Hawker
 Seconded: Deputy Tyler Bamber

That the Bay of Islands-Whangaroa Community Board name a private road “Te Mata Lane” that is located at 399 Puketotara Road, Waipapa.

CARRIED

7.4 ALFRESCO DINING APPLICATIONS

Agenda item 7.4 document number A5598285, pages 32 - 37 refers.

RESOLUTION 2026/16

Moved: Chairperson Belinda Ward
 Seconded: Member Jane Hindle

That Bay of Islands-Whangaroa Community Board leave to lie the following alfresco dining applications, subject to Council’s standard terms and conditions:

- a) **Renewal applications:**
 1. ALF-104 – el Cafe, 2 Kings Road, Paihia
 2. ALF-103 – Rocksalt Bar and Restaurant, Corner Kerikeri Road and Cobham Road, Kerikeri
 3. ALF-102 – Spice Grill, 20 Leigh Street, Kaeo
 4. ALF-96 – Burger Fiasko, 60 Kerikeri Road, Kerikeri (Renewal – Change of Ownership)
 5. ALF-93 – Seaside Restaurant, 29 The Strand, Russell
 6. ALF-83 – Konnie’s Kafe’ Limited, 39 Gillies Street, Kawakawa
 7. ALF-65 – Kerikeri Lunchbox, 69 Kerikeri Road, Kerikeri

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- 8. ALF-63 – Avo Sushi, Lot 3, Williams Road, Paihia
- 9. ALF-50 – Sushi Gallery, 2G/60 Kerikeri Road, Kerikeri
- 10. ALF-49 – Duke Of Marlborough Business Limited, 35 The Strand, Russell
- 11. ALF-48 – CC’s Cafe Cinema, 29 Hobson Avenue, Kerikeri
- 12. ALF-39 – The Gables Restaurant, 19 The Strand, Russell
- 13. ALF-37 – Jimmy Jacks Rib Shack, 9 Williams Road, Paihia
- 14. ALF-3 – Sharp Cafe, 88 Kerikeri Road, Kerikeri
- 15. ALFRES-7 – The Wave Kitchen and Bar, 78 Marsden Road, Paihia
- 16. ALFRES-5 – Butterfish Restaurant, 25 The Strand, Russell
- 17. ALFRES-4 – Cellini’s Gelateria Icecream Ltd, 9/68 Marsden Road, Paihia
- 18. ALFRES-2 – Paihia Bakery, 39 Williams Road, Paihia
- 19. ALFRES-1 – Third Wheel Coffee Co, 78-94 Marsden Road, Paihia (Renewal – Change of Ownership)

CARRIED

7.4 ALFRESCO DINING APPLICATIONS

Agenda item 7.4 document number A5598285, pages 32 - 37 refers.

RESOLUTION 2026/17

Moved: Chairperson Belinda Ward

Seconded: Member Jane Hindle

That the Bay of Islands-Whangaroa Community Board approve following application:

b) New application:

- ALFRES-8 – Kawakawa Bakehouse Cafe & Roast, 68 Gillies Street, Kawakawa

CARRIED

7.5 APPROVAL OF TOURISM FRAME FOR PAIHIA

Agenda item 7.5 document number A5593096, pages 38 - 46 refers.

RESOLUTION 2026/18

Moved: Chairperson Belinda Ward

Seconded: Member Jane Hindle

That the Bay of Islands-Whangaroa Community Board recommend that Council, approve the installation of a Tourist Photo Frame at Stockyard Point Scenic Reserve in the position indicated, subject to the applicant undertaking the works to Council specifications.

CARRIED

7.6 PROJECT FUNDING REPORTS

Agenda item 7.6 document number A5587199, pages 47 – 67 refers.

RESOLUTION 2026/19

Moved: Chairperson Belinda Ward

Seconded: Deputy Tyler Bamber

UNCONFIRMED

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12 March 2026

That the Bay of Islands-Whangaroa Community Board note the project reports received from:

- a) **Claire Gordon**
- b) **Kawakawa Business Association**
- c) **R Tucker Thompson**
- d) **Savour Northland 2025**
- e) **Vision Kerikeri**
- f) **Whangaroa Health Services Trust**
- g) **Whangaroa Museum**

CARRIED

Secretarial Note: Members highlighted the importance of acknowledging the support received from the Bay of Islands-Whangaroa Community Board in future reporting and communications.

7.7a FUNDING APPLICATION

Agenda item 7.7 document number A5587274, pages 68 - 126 refers.

RESOLUTION 2026/20

Moved: Chairperson Belinda Ward
 Seconded: Member Jane Hindle

That the Bay of Islands-Whangaroa Community Board approve the sum of \$616 (plus GST if applicable) be paid from the Board's Community Grant Fund account to ArtsXL Trust for costs towards 2026 100 x 100 art exhibition.

CARRIED

Abstained: Deputy Chair Tyler Bamber and Ann Court

Note: Deputy Chair Tyler Bamber declared a conflict of interest and did not participate in the discussion or the vote.

7.7b FUNDING APPLICATION

Agenda item 7.7 document number A5587274, pages 68 - 126 refers.

RESOLUTION 2026/21

Moved: Member Jane Hindle
 Seconded: Member Dane Hawker

That the Bay of Islands-Whangaroa Community Board approve the sum of \$4,315 (plus GST if applicable) be paid from the Board's Pride of Place Fund account to Russell Centennial Trust Board for costs to provide updated signage at the Tamati Waka Nene reserve.

CARRIED

Abstained: Cr Ann Court

UNCONFIRMED

Bay of Islands-Whangaroa Community Board Meeting Minutes

12 March 2026

7.7c FUNDING APPLICATION

Agenda item 7.7 document number A5587274, pages 68 - 126 refers.

RESOLUTION 2026/22

Moved: Chairperson Belinda Ward

Seconded: Member Dane Hawker

That the Bay of Islands-Whangaroa Community Board approve the sum of \$5,000 (plus GST if applicable) be paid from the Board's Community Grant Fund account to The Centre for costs towards 2026 community kapa haka classes and concert.

CARRIED

Abstained: Deputy Chair Tyler Bamber and Cr Ann Court

Note: Deputy Chair Tyler Bamber declared a conflict of interest and did not participate in the discussion or the vote.

7.7d FUNDING APPLICATION

Agenda item 7.7 document number A5587274, pages 68 - 126 refers.

RESOLUTION 2026/23

Moved: Member Dane Hawker

Seconded: Deputy Tyler Bamber

That the Bay of Islands-Whangaroa Community Board approve the sum of \$3,450 (plus GST if applicable) be paid from the Board's Pride of Place Fund account to Vision Kerikeri for costs towards restoration of the Wairoa stream.

CARRIED

Abstained: Cr Ann Court

7.7e FUNDING APPLICATION

Agenda item 7.7 document number A5587274, pages 68 - 126 refers.

RESOLUTION 2026/24

Moved: Deputy Tyler Bamber

Seconded: Member Jane Hindle

That the Bay of Islands-Whangaroa Community Board approve the sum of \$15,379 (plus GST if applicable) be paid from the Board's Community Grant Fund account to Jacman Entertainment Ltd for costs towards 2026 Savour Northland.

CARRIED

Abstained: Cr Ann Court

UNCONFIRMED

Bay of Islands-Whangaroa Community Board Meeting Minutes

12 March 2026

7.7f FUNDING APPLICATION

Agenda item 7.7 document number A5587274, pages 68 - 126 refers.

RESOLUTION 2026/25

Moved: Member Jane Hindle

Seconded: Deputy Tyler Bamber

That the Bay of Islands-Whangaroa Community Board approve the sum of \$15,379 (plus GST if applicable) be paid from the Board's Community Grant Fund account to Jacman Entertainment Ltd for costs towards Savour 2027.

CARRIED

Abstained: Cr Ann Court

7.8 CHAIRPERSON AND MEMBERS REPORTS

Agenda item 7.8 document number A5605627, pages 127 - 139 refers.

RESOLUTION 2026/26

Moved: Chairperson Belinda Ward

Seconded: Member Dane Hawker

That the Bay of Islands-Whangaroa Community Board note the February 2026 member reports from Chairperson Belinda Ward, Deputy Chairperson Tyler Bamber, Member Jane Hindle, Member Jo Alexander and Member Dane Hawker

CARRIED

8 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

8.1 BAY OF ISLANDS-WHANGAROA COMMUNITY BOARD OPEN RESOLUTION REPORT

Agenda item 8.1 document number A5590960, pages 140 - 143 refers.

RESOLUTION 2026/27

Moved: Chairperson Belinda Ward

Seconded: Member Jane Hindle

That the Bay of Islands-Whangaroa Community Board receive the Bay of Islands-Whangaroa Community Board Open Resolution Report.

CARRIED

9 TE WĀHANGA TŪMATAITI / PUBLIC EXCLUDED

RESOLUTION TO EXCLUDE THE PUBLIC

RESOLUTION 2026/28

Moved: Chairperson Belinda Ward

UNCONFIRMED

Bay of Islands-Whangaroa Community Board Meeting Minutes

12 March 2026

Seconded: Deputy Tyler Bamber

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
<p>9.1 - Confirmation of Previous Minutes - Public Excluded</p>	<p>s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons</p> <p>s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p> <p>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)</p>	<p>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</p>
<p>9.2 - Application for Memorial Plaque on Existing Park Bench</p>	<p>s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons</p>	<p>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</p>

CARRIED

At the conclusion of the public excluded part of the meeting Bay of Island-Whangaroa Community Board confirmed the decisions contained in part of the meeting held with public excluded not be reinstated.

10 KARAKIA WHAKAMUTUNGA / CLOSING PRAYER

At 2:27 pm, Member Jane Hindle closed the meeting with a karakia.

11 TE KAPINGA HUI / MEETING CLOSE

The meeting closed at 2:27pm.

The minutes of this meeting will be confirmed at the Bay of Islands-Whangaroa Community Board Meeting held on 9 April 2026.

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UNCONFIRMED

Bay of Islands-Whangaroa Community Board Meeting Minutes

12 March 2026

CHAIRPERSON

7.3 COMMITTEE AND JOINT COMMITTEE MINUTES - MARCH 2026

File Number: A5642783

Author: Natasha Rmandic, Democracy Advisor

Authoriser: Aisha Huriwai, Manager - Democracy Services

TAKE PŪRONGO / PURPOSE OF THE REPORT

This report highlights recent Council and Joint Committee meetings and the availability of minutes for reference.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

Recent meetings are listed below, with links to minutes included where available at the time of publication.

Far North District Council Committee Meetings:

[Minutes of Te Kūkupa Committee for Strategy, Policy and Regulation Meeting - Wednesday, 18 March 2026](#)

Note: Any recommendations from Committee meetings will be presented separately on the Council agenda for consideration.

TŪTOHUNGA / RECOMMENDATION

That the Far North District Council receive the report: Committee and Joint Committee Minutes.

TĀHUHU KŌRERO / BACKGROUND

Council operates several Committees that meet regularly but on different cycles:

- Te Huia Committee for Chief Executive Performance
- Te Kuaka Committee for Māori Strategic Relationships
- Te Koekoeā Committee for Council Controlled Organisations
- Te Koukou Committee for Transport and Infrastructure
- Te Kūkupa Committee for Strategy, Policy and Regulation
- Te Miromiro Committee for Assurance, Risk and Finance
- Te Pīpīwharauora Committee for External Appointments.

Agendas and minutes for these meetings are publicly available at <https://infocouncil.fndc.govt.nz/>

Council also has appointed representatives to joint and external committees in partnership with Northland Regional Council (NRC):

- Te Oneroa-a-Tōhe Beach Board Committee
- Joint Regional Economic Development Committee
- Joint Climate Change Adaptation Committee
- Civil Defence Emergency Management Committee
- Regional Transport Committee

Further details, including Terms of Reference, can be found on the [NRC Website](#). Agendas and minutes are updated on the NRC [Agendas and Minutes](#) page.

MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

This report highlights where information is available.

Any recommendations will be presented separately on the Council agenda for consideration.

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

This report has no financial implications.

ĀPITIHINGA / ATTACHMENTS

Nil

8 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:

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
8.1 - Notice of Motion - Far North Holdings Ltd Statement of Expectation	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
8.2 - Confirmation of Previous Minutes - Public Excluded	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
8.3 - Far North Holdings Limited - Letter of Expectations 2026-29	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

<p>8.4 - Confirmation of March Community Boards Minutes - Public Excluded</p>	<p>s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons</p> <p>s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p> <p>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)</p>	<p>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</p>
<p>8.5 - Confirmation of Committee and Joint Committee March 2026 Minutes - Public Excluded</p>	<p>s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons</p> <p>s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p> <p>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)</p>	<p>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</p>
<p>8.6 - Stormwater Unbudgeted Expenditure and Restricted Reserve Fund Allocation</p>	<p>s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons</p> <p>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)</p> <p>s7(2)(j) - the withholding of the information is necessary to prevent the disclosure or use of official information for improper gain or improper advantage</p>	<p>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</p>

9 KARAKIA WHAKAMUTUNGA / CLOSING PRAYER

10 TE KAPINGA HUI / MEETING CLOSE