

Extraordinary Meeting of the Hawke's Bay Regional Council

Date: 8 March 2023
Time: 1.30pm
Venue: Council Chamber
Hawke's Bay Regional Council
159 Dalton Street
NAPIER

Agenda

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1.	Welcome/Karakia/Apologies/Notices	
2.	Conflict of Interest Declarations	
3.	Confirmation of Minutes of the Regional Council meeting held on 25 January 2023	
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Subject: 2022-2025 Triennial Agreement For Hawke's Bay

Reason for Report

1. This agenda item provides the 2022-2025 Triennial Agreement for adoption.

Officers' Recommendations

2. Council officers recommend that the Regional Council adopts the Triennial Agreement as proposed.

Background

3. In accordance with [s.15 of the Local Government Act](#), all local authorities within Hawke's Bay are required to adopt a Triennial Agreement no later than 1 March after each election.
4. The content of the Triennial Agreement is prescribed. It must include:
 - 4.1. protocols for communication and co-ordination among the local authorities; and
 - 4.2. a statement of the process by which the local authorities will comply with section 16 in respect of proposals for new regional council activities; and
 - 4.3. processes and protocols through which all local authorities can participate in identifying, delivering, and funding facilities and services of significance to more than one district.
5. An agreement under this section may also include—
 - 5.1. commitments by local authorities within the region to establish or continue one or more joint committees or other joint governance arrangements to give better effect to one or more of the matters referred to in subsection (2); and
 - 5.2. the matters to be included in the terms of reference for any such committees or arrangements, including any delegations.
6. The Triennial Agreement may be varied by agreement between all the local authorities within the region.
7. An agreement remains in force until it is replaced by another agreement.

Parties to the agreement

8. There are five primary signatories to the Hawke's Bay Triennial Agreement – the Wairoa, Hastings and Central Hawke's Bay District councils, the Napier City Council and the Hawke's Bay Regional Council. In addition, there are two non-primary signatories – the Rangitikei and Taupō District councils.

Process

9. Towards the end of the 2019-2022 triennium in July 2022, elected members from the five primary councils and Māori Committee Chairs, met as part of Regional Collaboration Day to reflect on the region's successes and identify future focus areas for the new triennium.
10. Post-election on 21 November 2022, newly elected members from the five councils held another Regional Collaboration Day to, amongst other things, set joint priorities for the current triennium.
11. At the 21 November 2022 Regional Collaboration Day participants prioritised investment in the

following areas (noting they are interrelated and the first two priority areas are necessary to support the achievement of the other three areas):

- 11.1. Regional Spatial Planning
 - 11.2. Collaboration
 - 11.3. Climate Change and Water
 - 11.4. Transport
 - 11.5. Housing.
12. The document from the previous triennium was used as the basis for the version proposed for adoption today with updated priorities (as noted above) and new joint committees for Climate Change and Future Development Planning. The other change of note was the inclusion of a principle recognising the obligations to the Treaty of Waitangi (Te Tiriti) and to provide opportunities for Māori to contribute to local decision-making.
 13. At the time of writing staff are aware that, so far, the Wairoa District, Napier City, Rangitikei District and Taupō District councils have considered the Agreement. Wairoa District Council considered a marked-up version on 7 February 2023 with a recommendation that final sign-off be delegated to the Mayor and CE. Rangitikei District Council adopted the Agreement on 22 February 2023. Napier City Council adopted the Triennial Agreement at an extra-ordinary meeting of Council held on 23 February. It was on Taupō District Council's agenda on 28 February for adoption. Hastings District Council is scheduled to consider it on 2 March and Central Hawke's Bay District Council on 23 March.

Financial and Resource Implications

14. There are no direct budget implications related to the adoption of the Triennial Agreement.

Decision Making Process

15. Council and its committees are required to make every decision in accordance with the requirements of the Local Government Act 2002 (the Act). Staff have assessed the requirements in relation to this item and have concluded:
 - 15.1. The decision does not significantly alter the service provision or affect a strategic asset.
 - 15.2. A Triennial Agreement is a legislative requirement contained within the Local Government Act, so there is no option for Council to not agree a new Agreement for the current triennium.
 - 15.3. Given the provisions above, Council can exercise its discretion and make these decisions without consulting directly with the community or others having an interest in the decision.

Recommendations

That Hawke's Bay Regional Council:

1. Receives and considers the *2022-2025 Triennial Agreement for Hawke's Bay* staff report.
2. Agrees that the decisions to be made are not significant under the criteria contained in Council's adopted Significance and Engagement Policy, and that Council can exercise its discretion and make decisions on this issue without conferring directly with the community or persons likely to have an interest in the decision.
3. Adopts the *Hawke's Bay Region Triennial Agreement for the Triennium October 2022-2025* as proposed.

Authored by:

**Desiree Cull
Strategy & Governance Manager**

Approved by:

**Pieri Munro
Acting Chief Executive**

Attachment/s

1 [!\[\]\(0aff635c4179ba9e710b00f4b01d3b20_img.jpg\)](#) 2022-25 Hawke's Bay Triennial Agreement for Adoption

Hawke's Bay Region Triennial Agreement for the Triennium October 2022 - 2025



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1. Parties

1.1 The parties to this Triennial Agreement (the Agreement) are:

Primary Parties (those local authorities whose boundaries are completely encompassed within the Hawke's Bay Region)

- Central Hawke's Bay District Council
- Hastings District Council
- Hawke's Bay Regional Council
- Napier City Council
- Wairoa District Council

Non-Primary Parties (those local authorities whose boundaries bisect the Hawke's Bay region and whose principal identification is with another region)

- Rangitikei District Council
- Taupo District Council

1.2 This Agreement applies to all local authorities in the Hawke's Bay region. However, it is recognised that for Non-Primary Parties the degree of involvement in various aspects of the Agreement will be in proportion to the degree to which these parties assess how they will benefit or be affected by decisions, issues, proposals or other matters.

2. Purpose

2.1 The Triennial Agreement provides the framework for local government in the Hawke's Bay region to:

- work collaboratively
- improve communication and coordination at all levels, and
- maximise effectiveness and efficiency

in order to meet the purposes of Local Government to:

- enable democratic local decision-making by and on behalf of communities
- promote the social, economic, environmental and cultural wellbeing of our communities in the present and for the future.

2.2 This agreement is deemed to duly constitute fulfilment of the requirements of section 15 of the Local Government Act 2002.

2.3 It should be noted that as well as the encouragement towards collaboration, the Local Government Act 2002 and other legislation recognises that regional councils and territorial authorities have different responsibilities. These differences provide an important context for collaboration between the councils. The requirements contained in legislation for collaboration between local authorities are contained in Appendix Two to this Agreement.

3. Principles

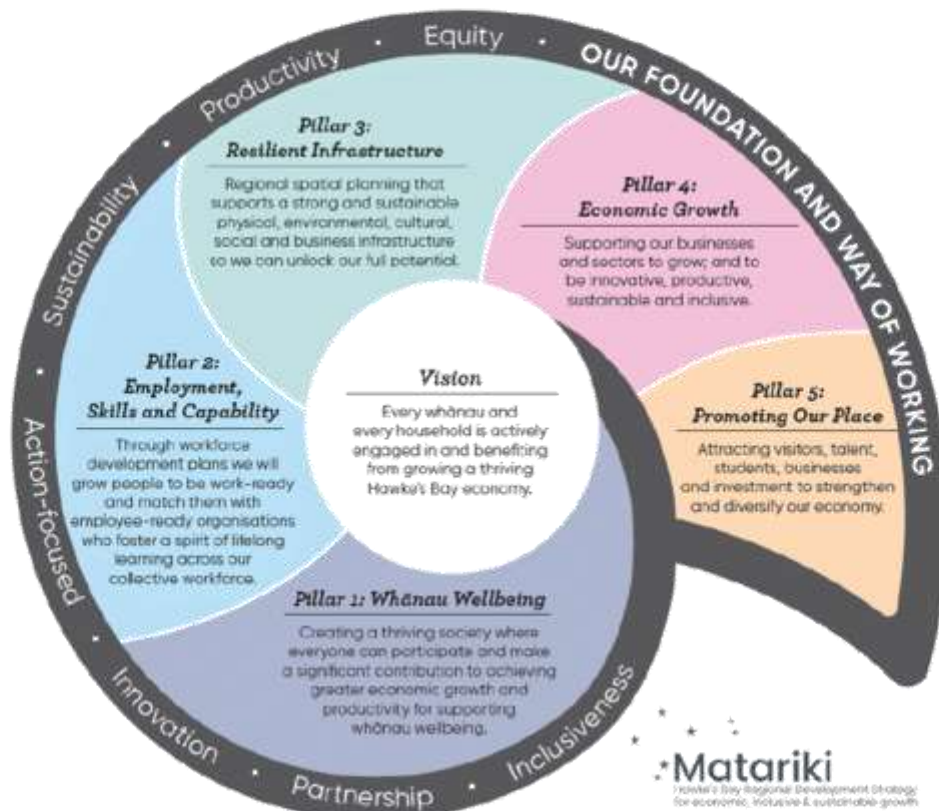
3.1 Parties to this Agreement agree to work together in good faith for the good governance of their local communities and the region; to develop our collective strategic capacity from available resources and achieve our strategies by working together, through co-design and partnership so every whānau and every household is actively engaged in growing a thriving Hawke's Bay economy to support inclusive and connected communities and sustainable and resilient environments.

3.2 In doing so, we:

- recognise that obligations to the Treaty of Waitangi – Te Tiriti, and to provide opportunities for Māori to contribute to local decision-making
- acknowledge that the communities within the region are diverse and encompass a range of desired outcomes and objectives
- support the establishment of processes for communication and collaboration at both governance and management levels in ways that will enhance the overall performance and reputation of local government in the region
- recognise that collaboration and co-operation between local authorities of the region can bring efficiencies in terms of planning, administration costs and decision-making and consultation. There is also the potential to increase available resources and promote co-operative approaches in making strategic choices
- will investigate further opportunities for collaboration, co-operation, regional funding and shared services between local authorities of the region in addition to those prescribed by statute or already being undertaken
- agree that collaborative or shared services opportunities may occur between two or more parties to this Agreement, but not in every case between all parties to this Agreement. Although collaboration and co-operation are outcomes that should be strived for, each local authority has the legislative mandate to govern their own area as appropriate
- will make every effort to accommodate, acknowledge, or at least fairly represent the dissenting view where some parties to this Agreement have a significant disagreement with the position of other parties to the Agreement
- will show leadership to ensure the implementation of this Agreement makes a positive difference for Hawke's Bay.

4. Strategic Priorities

Hawke's Bay Regional Development Strategy Matariki Action Plan (MAP) Overview



- 4.1 Local Government priority areas for the 2022-25 triennium, remain aligned to the five pou of Matariki (above).
- 4.2 At the Hawke's Bay Councils' Regional Collaboration Day on 21 November 2022, elected members prioritised investment in the following areas (noting they are interrelated and the first two priority areas are necessary to support the achievement of the other three areas)
- Regional Spatial Planning
 - Collaboration
 - Climate Change and Water
 - Transport
 - Housing
- 4.3 Priority areas where formal cooperative approaches exist or are proposed include:
- Regional Spatial Planning
 - Future Development Planning Joint Committee
 - Collaboration
 - Matariki Governance Group

- Climate Change and Water
 - Climate Action Joint Committee (TBC)
 - Clifton to Tangoio Coastal Hazards Strategy Joint Committee
 - HB CDEM Joint Committee
 - Hb3waters.nz
- Transport
 - Regional Transport Committee

4.4 Any new priorities or services of significance to more than one district will be communicated to the Chief Executives by the Hawke's Bay Leaders' Forum for further development in accordance with the protocols in section 5 following.

5. Protocols for communication and coordination

5.1 It is recognised that a significant level of formal and informal cooperation already exists between Hawke's Bay's local authorities. Further to this existing cooperation, parties to this Agreement will:

- Hold monthly meetings of the Mayors of the primary parties and the Regional Chair (aligned to the other Committee meetings as appropriate) to formally communicate and coordinate on matters of mutual interest, in accordance with arrangements detailed in Appendix Two.
- Invite the Chief Executives of the primary parties to attend every Forum for a period of time.
- At the first meeting following the local body elections, elect a Chair of the Forum from among the attendees. The Council whom the elected Chair represents will provide the administrative support for the Forum for that triennium.
- Share resources where feasible for the purposes of preparing information on the various communities in the region. These resources may include information on demographics, survey data, scientific studies and the analysis of social, economic, environmental and cultural trends.
- Develop joint approaches to the development of annual and long term plans and, where appropriate, to engagement with Central Government, iwi governance bodies and tribal entities, national agencies and community organisations.
- Provide early notification of, and participation in decisions that may affect other local authorities in the region.
- Make draft strategies, policies, and plans available to other local authorities in the region for discussion and development, where they may have regional implications or implications beyond the boundaries of the decision-making council.
- Apply a "no surprises" policy whereby early notice will be given over disagreements between local authorities concerning policy or programmes before the matter is put out to the public.
- Review the performance of the Triennial Agreement and benefits realised in the priority areas at least quarterly, as outlined in section 6 following.
- Establish, as necessary, other forums including bi-lateral meetings, at both political and operational levels that will help enhance and achieve the purpose of this Agreement.
- Provide a process for initiating reviews of regional forums that are not working optimally in the view of one or more parties.

6. Benefits Realisation

- 6.1 Achievements in each of the priority areas will be reported to the HB Leaders Forum quarterly, in a format to be agreed by the Forum.

7. Significant New Activities Proposed By Hawke's Bay Regional Council

- 7.1 If the Regional Council or a Regional Council controlled organisation proposes to undertake a significant new activity, and these activities are already undertaken or proposed to be undertaken by one or more territorial authorities within the region, Section 16 of the Local Government Act applies.
- 7.2 However, in the spirit of this Agreement, the parties agree to an expanded consultation and communication process which includes discussion of the issues involved at the first available monthly meeting (see 5.1 above), and to provide drafts of proposals to affected Councils for early comment in accordance with the requirements of sections 77-87 of the Local Government Act (decision-making and consultation).
- 7.3 The parties also agree that prior to implementing the formal provisions of section 16¹:
- the Regional Council will inform all territorial authorities within the region of
 - the nature of the activity proposed to be undertaken
 - the scope of the proposal (including size, districts covered, and why); and
 - the reasons for the proposal.
 - territorial authorities will be given a reasonable period of time, but no less than 40 working days, to respond to any such proposal. The Regional Council agrees to fully consider any submissions and representations on the proposal made by territorial authorities within the region.

8. Consultation in Relation to the Regional Policy Statement

- 8.1 The following consultation process will apply to any change, variation, or review of the Hawke's Bay Regional Policy Statement, and the preparation of any future Regional Policy Statement:
- The Regional Council will seek the input of territorial authorities into the review of the Regional Policy Statement
 - The Regional Council will make available to all local authorities, for discussion and development, draft copies of:
 - any change or variation of to the Regional Policy Statement
 - any proposed Regional Policy Statement.
 - Territorial authorities will be given a reasonable period of time, but no less than [20] working days, to respond to any such proposal. The Regional Council agrees to consider fully any submissions and representations on the proposal made by territorial authorities within the Region.
 - The parties to this agreement acknowledge their obligation to act in accordance with the principles of collaboration set out in the Local Government Act 2002.
- 8.2 Nothing in this Agreement shall interfere with the rights, functions or duties given by statute to any party.

¹ Appendix Three

9. Dispute Resolution

- 9.1 In the event of a disagreement between the Councils as to the interpretation or implementation of this Agreement the Councils commit to working in good faith to resolve the disagreement, if not then the matter in dispute will be referred to mediation.
- 9.2 If the Councils cannot agree on the appointment of a mediator, the President of the Hawke's Bay District Law Society will be requested to appoint the mediator. The costs of the mediation shall be borne by the Councils in equal shares.

10. Revision of the Agreement

- 10.1 The Agreement is effective from the date of signing until such time as the Agreement is either amended by the agreement of all parties or is renewed following the 2025 local authority elections (by 1 March 2026).
- 10.2 If a party to the Agreement requests a review of its terms within the triennium, such a review will begin within four weeks of the request being lodged. Otherwise the Agreement will be renewed following the local body elections as outlined in 10.1 above.
- 10.3 Hawke's Bay Regional Council will be the first Council responsible for servicing this Agreement.

11. Parties - Signatures

11.1 This Agreement is signed on this day ____ of ____ 2023 by the following on behalf of their respective authorities.

Primary Parties

Central Hawke's Bay District Council

Hastings District Council

Mayor Alex Walker

Mayor Sandra Hazlehurst

Chief Executive Doug Tate

Chief Executive Nigel Bickle

Hawke's Bay Regional Council

Napier City Council

Chair Hinewai Ormsby

Mayor Kirsten Wise

Chief Executive James Palmer

Chief Executive Richard Munneke

Wairoa District Council

Mayor Craig Little

Chief Executive Kitea Tipuna

Non-Primary Parties

Rangitikei District Council

Taupo District Council

Mayor Andy Watson

Mayor David Trewavas

Chief Executive Peter Beggs

Chief Executive Gareth Green

Appendix One: Meetings

Hawke's Bay Leaders' Forum

Meetings will be arranged and minutes kept by the appointed Chair - elected each three-year term - and minutes distributed to all parties to the Agreement. This does not preclude meetings being arranged, on request, by Councils other than that of the appointed Chair.

Given the importance accorded to this Agreement each Council will be represented by its Mayor/Chairperson and Chief Executive.

Where appropriate, and agreed, the Chief Executive of a Council Controlled Organisation (CCO) may attend on an item related to that CCO's activities.

Media and communications contact (including the provision of information to the public on request) in relation to matters covered in the Agreement shall be shared on a rotating basis.

All public communications from these meetings shall be approved by all participants prior to their release.

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

Responsibility for servicing, and making media comment on behalf of, existing specific regional and sub-regional forums, will lie within those specific forums.

Appendix Two: Legislative Context

Local Government Act

Section 15 Triennial agreement

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

Section 14 Principles relating to local authorities

- (1) in performing its role, a local authority must act in accordance with the following principles:
 - (e) a local authority should actively seek to collaborate and cooperate with other local authorities and bodies to improve the effectiveness and efficiency with which it achieves its identified priorities and desired outcomes.

Resource Management Act 1991

Schedule 1 Preparation, change, and review of policy statements and plans

3A Consultation in relation to policy statements

- (1) A triennial agreement entered into under section 15(1) of the Local Government Act 2002 must include an agreement on the consultation process to be used by the affected local authorities in the course of—
 - (a) preparing a proposed policy statement or a variation to a proposed policy statement; and
 - (b) preparing a change to a policy statement; and
 - (c) reviewing a policy statement.
- (2) If an agreement on the consultation process required by subclause (1) is not reached by the date prescribed in section 15(1) of the Local Government Act 2002,—
 - (a) subclause (1) ceases to apply to that triennial agreement; and
 - (b) 1 or more of the affected local authorities—
 - (i) must advise the Minister and every affected local authority as soon as is reasonably practicable after the date prescribed in section 15(1) of the Local Government Act 2002; and
 - (ii) may submit the matter to mediation.
- (3) If subclause (2) applies, the parts of the triennial agreement other than the part relating to the consultative process referred to in subclause (1) may be confirmed before—
 - (a) an agreement on the consultative process is reached under subclauses (4) and (5)(a); or
 - (b) the Minister makes a binding determination under subclause (5)(b).
- (4) Mediation must be by a mediator or a mediation process agreed to by the affected local authorities.
- (5) If the matter is not submitted to mediation or if mediation is unsuccessful, the Minister may either—
 - (a) make an appointment under section 25 the purpose of determining a consultation process to be used in the course of preparing a proposed policy statement or reviewing a policy statement; or
 - (b) make a binding determination as to the consultation process that must be used.
- (6) The consultative process must form part of the triennial agreement, whether or not the other parts of the triennial agreement have been confirmed, in the event that—
 - (a) an agreement is reached under subclause (4) or subclause (5)(a) as to a consultative process, as required by subclause (1); or
 - (b) the Minister makes a binding determination under subclause (5)(b).
- (7) In this clause, **affected local authorities** means—
 - (a) the regional council of a region; and
 - (b) every territorial authority whose district is wholly or partly in the region of the regional council.

Appendix Three: Significant new activities proposed by regional Council

LGA Section 16 Significant new activities proposed by regional council

- (1) This section applies if,—
 - (a) in the exercise of its powers under section 12(2), a regional council proposes to undertake a significant new activity; or
 - (b) a regional council-controlled organisation proposes to undertake a significant new activity; and
 - (c) in either case, 1 or more territorial authorities in the region of the regional council—
 - (i) are already undertaking the significant new activity; or
 - (ii) have notified their intention to do so in their long-term plans or their annual plans.
- (2) When this section applies, the regional council—
 - (a) must advise all the territorial authorities within its region and the Minister of the proposal and the reasons for it; and
 - (b) must include the proposal in the consultation document referred to in section 93A.
- (3) A proposal included in the consultation document referred to in section 93A must include—
 - (a) the reasons for the proposal; and
 - (b) the expected effects of the proposal on the activities of the territorial authorities within the region; and
 - (c) the objections raised by those territorial authorities, if any.
- (4) If, after complying with subsection (2), the regional council indicates that it intends to continue with the proposal, but agreement is not reached on the proposal among the regional council and all of the affected territorial authorities, either the regional council or 1 or more of the affected territorial authorities may submit the matter to mediation.
- (5) Mediation must be by a mediator or a mediation process—
 - (a) agreed to by the relevant local authorities; or
 - (b) in the absence of an agreement, as specified by the Minister.
- (6) If mediation is unsuccessful, either the regional council or 1 or more affected territorial authorities may ask the Minister to make a binding decision on the proposal.
- (7) Before making a binding decision, the Minister must—
 - (a) seek and consider the advice of the Commission; and
 - (b) consult with other Ministers whose responsibilities may be affected by the proposal.
- (8) This section does not apply to—
 - (a) a proposal by a regional council to establish, own, or operate a park for the benefit of its region; or
 - (b) a proposal to transfer responsibilities; or
 - (c) a proposal to transfer bylaw-making powers; or
 - (d) a reorganisation application under Schedule 3; or
 - (e) a proposal to undertake an activity or enter into an undertaking jointly with the Crown.
- (9) For the purposes of this section,—

affected territorial authority means a territorial authority—

 - (a) the district of which is wholly or partly in the region of a regional council; and
 - (b) that undertakes, or has notified in its long-term plan or annual plan its intention to undertake, the significant new activity

annual plan—

- (a) means a report adopted under section 223D of the Local Government Act 1974; and
- (b) includes such a report that section 281 applies to

new activity—

- (a) means an activity that, before the commencement of this section, a regional council was not authorised to undertake; but
- (b) does not include an activity authorised by or under an enactment

regional council-controlled organisation means a council-controlled organisation that is—

- (a) a company—
 - (i) in which equity securities carrying 50% or more of the voting rights at a meeting of the shareholders of the company are—
 - (A) held by 1 or more regional councils; or
 - (B) controlled, directly or indirectly, by 1 or more regional councils; or
 - (ii) in which 1 or more regional councils have the right, directly or indirectly, to appoint 50% or more of the directors of the company; or
- (b) an organisation in respect of which 1 or more regional councils have, whether or not jointly with other regional councils or persons,—
 - (i) control, directly or indirectly, of 50% or more of the votes at any meeting of the members or controlling body of the organisation; or
 - (ii) the right, directly or indirectly, to appoint 50% or more of the trustees, directors, or managers (however described) of the organisation.

Subject: Napier-Hastings Future Development Strategy Joint Committee Terms of Reference

Reason for Report

1. This agenda item provides the means for the Council to consider and adopt an updated version of the Terms of Reference for the Napier-Hastings Future Development Strategy Joint Committee.

Officers' Recommendations

2. Council officers recommend that the Council agrees to adopt the updated terms of reference (TOR) for the Napier-Hastings Future Development Strategy Joint Committee as adopted by both Napier City Council and Hastings District Council.

Executive Summary

3. At its meeting on 14th December 2022, the Council agreed to Terms of Reference for a newly established joint committee to be known as the 'Napier Hastings Future Development Strategy Joint Committee.' The joint committee would have members from the three councils (the Regional Council, Hastings District and Napier City), plus three Treaty settlement trusts (being the Heretaunga Tamatea Settlement Trust, Mana Ahuriri Trust, and Maungaharuru-Tangitū Trust).
4. Also, at its meeting on 14 December 2022, the Council agreed to appoint Councillors Jock Mackintosh and Sophie Siers as its members of the joint committee and to appoint Councillor Martin Williams as its alternate member.
5. Shortly after the Regional Council agreed to those TOR, Napier City Council adopted similar TOR, but with some amendments. Hastings District Council did the same.
6. Therefore, it is necessary for the Council to consider and adopt the updated TOR (refer Attachment 1) so all three councils are in agreement to an identical TOR for the new joint committee. This report presents the updated TOR for Council's consideration.

Summary of TOR amendments by Napier City Council (NCC) and Hastings District Council (HDC)

7. NCC adopted TOR for the FDS Joint Committee at its meeting on the morning of 15 December 2022. HDC adopted updated TOR at its meeting in the afternoon of 15 December 2022. In summary, the amended version adopted by both NCC and HDC feature:
 - 7.1. A new **clause 4.3** added to specify that one of the six Partner Council representatives will be a member of the Regional Transport Committee.
 - 7.2. **Clause 5.1** – order of sub-clauses 1 and 2 changed
 - 7.3. **Clauses 8.2 and 8.3** – additions to specify the source of policy for payments to Mana Whenua representatives and the review and adjustment will take place in line with the review and adjustment of the source policy.
8. HBRC has already adopted the amendment referred in paragraph 7.1, but not those as summarised in paragraphs 7.2 and 7.3.
9. Conveniently, one of the members appointed by HDC is a member of the Regional Transport Committee to satisfy the new Clause 4.3 requirement (being Deputy Mayor Tania Kerr).
10. The amended clauses have been highlighted in Attachment 1 to this report.

Options Assessment

11. The Council essentially has two options:
 - 11.1. to agree to the updated TOR
 - 11.2. to not agree to the updated TOR, instead retaining the TOR as adopted at its meeting on 14 December 2022.
12. Adopting the updated TOR would be the simplest and cleanest arrangement to enable the joint committee to operate with a single consistent TOR agreed to by all three partner councils. Not adopting the updated version, as Hastings District and Napier City councils have already done, would create a virtually untenable position that could threaten the purpose and function of the joint committee.

Strategic Fit

13. The 'strategic fit' with HBRC's strategic plan and goals associated with establishing the joint committee and developing a future development strategy has been outlined in earlier briefing papers.
14. The 'strategic fit' remains largely the same even if the Council were to adopt the updated terms of reference.

Significance and Engagement Policy Assessment

15. Alignment with the Council's Significance and Engagement Policy has been previously assessed and outlined in earlier briefing papers.
16. That alignment remains largely the same even if the Council were to adopt the updated terms of reference.

Financial and Resource Implications

17. Financial and resource implications of establishing the joint committee and developing a future development strategy have been outlined in earlier briefing papers.
18. The financial and resource implications for adopting the updated terms of reference are very similar to those already anticipated for establishing and operating the FDS Joint Committee.

Decision Making Process

19. Council and its committees are required to make every decision in accordance with the requirements of the Local Government Act 2002 (the Act). Staff have assessed the requirements in relation to this item and have concluded:
 - 19.1. Council is required to (LGA sch.7 cl.19(1)) hold the meetings that are necessary for the good government of its region
 - 19.2. Council may appoint (LGA sch.7 cl. 30(1)(a)) the committees, subcommittees, and other subordinate decision-making bodies that it considers appropriate, including joint committees
 - 19.3. Given the provisions above, Council can exercise its discretion and make these decisions without consulting directly with the community or others having an interest in the decision.

Recommendations

That Hawke's Bay Regional Council:

1. Receives and considers the *Napier-Hastings Future Development Strategy Joint Committee Terms of Reference* staff report.

2. Agrees that the decisions to be made are not significant under the criteria contained in Council's adopted Significance and Engagement Policy, and that Council can exercise its discretion and make decisions on this issue without conferring directly with the community or persons likely to have an interest in the decision.
3. Approves the updated Terms of Reference for the Napier-Hastings Future Development Strategy Joint Committee, noting that the Terms of Reference is an agreement between the Hastings District Council, the Hawke's Bay Regional Council and the Napier City Council as required under Clause 30A of Schedule 7 of the Local Government Act 2002.

Authored by:

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Approved by:

Katrina Brunton
Group Manager Policy & Regulation

Attachment/s

- 1 [!\[\]\(00454fbbe8db418db0de5eebfa916a08_img.jpg\)](#) December 2022 updated Napier-Hastings Future Development Strategy Joint Committee Terms of Reference

Terms of Reference for the Napier-Hastings Future Development Strategy Joint Committee

December 2022

1. Context and Partnership

The Future Development Strategy (FDS) is a requirement under the National Policy Statement on Urban Development 2020 (NPS-UD). It is a long-term strategic plan that requires local authorities to set out how they will achieve well-functioning urban environments, provide at least sufficient development capacity and integrate planning decisions with infrastructure planning and funding decisions.

The Terms of Reference will provide a framework for the development of the Future Development Strategy (FDS) to be adopted by the Hawke's Bay Regional Council, the Napier City Council and the Hastings District Council.

The NPS-UD requires that the FDS be informed by "*Māori, and in particular tangata whenua, values and aspirations for urban development*." Appropriate Māori contribution at governance, executive and technical levels will be key in developing a strategy and set of related implementation tools and partnerships that provide for Māori aspirations and that incorporate Māori values and cultural and environmental enablers and constraints. Direction is also needed from Māori as to how they wish to engage in the development of the FDS. This approach is consistent with the broader partnership approach to working with Māori that the councils have committed to. These Terms of Reference provides for governance level input from Mana Whenua within the FDS study area via representatives appointed by Post Settlement Governance Entities with statutory acknowledgement (within the study area).

Principles underlying the application of this partnership approach to the FDS include:

- Partnership with Māori who will take a key role in decision-making from the outset;
- Resourcing of Māori technical support to enable Māori governance members to make informed decisions;
- Recognising that Te Mana O Te Wai is a key guiding direction in undertaking spatial planning;
- Acting in good faith by working collaboratively;
- Undertaking a co-operative and co-ordinated approach to contributing to the FDS development
- Partners discuss and resolve issues in an open and constructive manner without any feeling of coercion or undue pressure;
- Willingness to resolve issues and develop a collaborative approach for the benefit of the Hastings and Napier communities;
- One team approach to information sharing across all partners;
- Open sharing of information between the partners so all parties have the same information on which to base discussions and associated decision-making; and,
- Commitment to evidence-based research and mātauranga Māori being utilised in the development of the FDS along with relevant previous work and thinking.

2. Definitions

For the purpose of these Terms of Reference:

- **"Act"** means the Local Government Act 2002.
- **"Administering Authority"** means the Authority appointed to provide administrative support to the Joint Committee, initially and until it changes, the Hastings District Council.
- **"FDS"** means the Future Development Strategy for the Napier-Hastings Urban Environment as required under the National Policy Statement on Urban Development (2020), refer to Appendix 1 for project background information.
- **"Joint Committee"** means the group set up to recommend both draft and final strategies to each Partner Council.
- **"Mana Whenua representative(s)"** means a person appointed as a representative by a named Post Settlement Governance Entity (PSGE).
- **"Napier-Hastings Urban Environment"** has the meaning as set out in the National Policy Statement on Urban Development (2020)
- **"NPS-UD"** means the National Policy Statement on Urban Development (2020)
- **"Partner Council"** means a Local Authority with responsibility to prepare the FDS for the Napier-Hastings Urban Environment under the National Policy Statement on Urban Development (2020) that will be a full participant in the FDS Project with full representation rights on the Napier-Hastings Future Development Strategy Joint Committee that is the subject of this document.
- **"Project Executive"** means the group of senior staff from the Partner Councils together with any other co-opted or appointed personnel established to manage and advise the FDS development process.
- **"Representative(s)"** means the Mayor or Regional Council Chairperson or councillor or councillors of a Partner Council, that have been resolved by the Partner Council to be a representative or alternate representative on the Napier-Hastings Future Development Strategy Joint Committee.
- **"Statutory Acknowledgement"** means an acknowledgement made to a Post Settlement Governance Entity in Claims Settlement Legislation.
- **"Study Area"** means the land area being assessed as part of the development of the FDS, being land that is already part of the Napier-Hastings Urban Environment or land that may significantly influence or be considered for inclusion as part of the future form of the Napier-Hastings Urban Environment.
- **"TAG"** means the Technical Advisory Group set up to provide technical input, advice and oversight into the development of the Napier-Hastings Future Development Strategy.

3. Name and Status

- 3.1 The Committee shall be known as the Napier-Hastings Future Development Strategy Joint Committee.
- 3.2 The Napier-Hastings Future Development Strategy Joint Committee is a joint standing committee under clause 30(1)(b) of Schedule 7 of the Act.

4. Parties, Partner Councils and Representation

- 4.1 Each of the following local authorities is a Partner Council of the Napier-Hastings Future Development Strategy Joint Committee and a party to these Terms of Reference:
- Hastings District Council
 - Napier City Council
 - Hawke's Bay Regional Council.
- 4.2 Each Partner Council is to be represented on the Napier-Hastings Future Development Strategy Joint Committee by two persons, being two elected persons. In addition to these representatives, each Partner Council shall be entitled to appoint one alternative representative to act as a representative should either of the appointed representatives not be available.
- 4.3 The Partner Councils agree that out of the six representatives that they between them appoint to the Joint Committee, at least one of those representatives shall be a full member of the Hawke's Bay Regional Transport Committee.
- 4.4 Under clause 30(9) Schedule 7 of the Act, the powers to discharge any representative on the Napier-Hastings Future Development Strategy Joint Committee and appoint their replacement shall be exercisable only by the Partner Council that appointed the representative being discharged.
- 4.5 In addition to the representatives of the Partner Councils, provision is made for mana whenua representation on the Joint Committee. Each of the following Post Settlement Governance Entities (PSGE), having statutory acknowledgement for consenting matters in respect of part of the FDS study area, shall be entitled to, should they wish to so do, appoint two representatives and an alternate representative to the Joint Committee:
- Heretaunga Tamatea Settlement Trust
 - Mana Ahuriri Trust
 - Maungaharuru-Tangitū Trust
- 4.6 By adopting these Terms of Reference the Partner Councils make provision for these Mana Whenua representatives, two to be appointed by each of the named PSGEs and, further, delegate that power of appointment to each of the respective PSGEs. Appointments under this clause become effective when notified by the appointing PSGE to the Chief Executive of the Administering Authority.
- 4.7 The power to discharge any Mana Whenua Representative and appoint his or her replacement shall lie with the PSGE that appointed the representative.
- 4.8 Mana Whenua representatives are appointed in the spirit of partnership and in order to assist the Partner Councils and the Joint Committee in giving effect to the requirements of the NPS-UD with respect to the Napier-Hastings Urban Environment, including the requirement for the FDS to be informed by the values and aspirations of Māori, and in particular tangata whenua, for urban development.

5. Purpose of Terms of Reference

- 5.1 The purpose of these Terms of Reference is to:
1. Provide for the administrative arrangements of the Napier-Hastings Future Development Strategy Joint Committee as detailed in Appendix 2.
 2. Define the responsibilities of the Napier-Hastings Future Development Strategy Joint Committee as delegated by the Partner Councils under the Act.

6. Delegated authority

- 6.1 The Napier-Hastings Future Development Strategy Joint Committee has the responsibility delegated by the Partner Councils for:
- Considering engagement and consultation feedback gained through the FDS communication and engagement process and providing direction on the development of the draft FDS,
 - Considering feedback provided through elected member workshops,
 - Considering and recommending the draft FDS to each of the partner councils for public notification,
 - Providing governance oversight and direction as required to the FDS work programme,
 - Hearing and considering submissions on the draft strategy and making appropriate recommendations to the partner councils,
 - Considering and recommending a final strategy to each of the partner councils for approval
- 6.2 The Napier-Hastings Future Development Strategy Joint Committee shall in its work and decision-making give effect to the National Policy Statement on Urban Development (2020) and such other statutory provisions relevant to the preparation of the Napier-Hastings Future Development Strategy.

7. Powers not delegated

- 7.1 Any power that cannot be delegated in accordance with clause 32 Schedule 7 of the Local Government Act 2002.
- 7.2 The determination of funding for implementing the FDS.

8. Remuneration

- 8.1 Each Partner Council of the Napier-Hastings Future Development Strategy Joint Committee shall be responsible for remunerating its representatives on the Joint Committee and for the cost of those persons' participation in the Joint Committee.
- 8.2 Each Mana Whenua representative to the Joint Committee shall be entitled to a meeting fee of \$439 per meeting to be funded in equal one third shares by the Partner Councils. This fee is based on the policy on External Appointments to Committees and Subcommittees of the initial Administering Authority for the Joint Committee (the Hastings District Council) and the extant Remuneration Authority Determination for Local Government Members. The fee will be reviewed **and adjusted** based on reviews of the Determination carried out by the Remuneration Authority and of the policy carried out by the Administering Authority.
- 8.3 Should the Joint Committee determine to hold workshops, each Mana Whenua representative to the Joint Committee shall be entitled to a payment of \$93 per hour for time spent attending workshops, to be funded in equal one third shares by the Partner Councils. This payment is based on the policy on External Appointments to Committees and Subcommittees of the initial Administering Authority for the Joint Committee (the Hastings District Council) and the extant Remuneration Authority Determination for Local Government Members. The fee will be reviewed **and adjusted** based on reviews of the Determination carried out by the Remuneration Authority and of the policy carried out by the Administering Authority.

9. Meetings

- 9.1 The standing orders adopted by the Administering Authority (based on the LGNZ model standing orders) as modified by any specific provisions of these Terms of Reference will be used to conduct Joint Committee meetings as if the Napier- Hastings Future Development Strategy Joint Committee were a local authority and the principal administrative officer of the Administering Authority or their nominated representative were its principal administrative officer.
- 9.2 The Napier Hastings Future Development Strategy Joint Committee shall hold all meetings at such frequency, times and place(s) as scheduled by the Administering Authority for the performance of the functions, duties and powers delegated under these Terms of Reference.
- 9.3 The membership of the Joint Committee shall be 12 if representatives are appointed by all PSGEs. In accordance with clause 30A of Schedule 7 of the Local Government Act 2002, the quorum shall be half the members if an even number of representatives are appointed and a majority of members if an uneven number of members is appointed, provided that at least one representative from each Partner Council shall be present.
- 9.4 Attendance via audio-visual means is permitted where necessary however in-person attendance is encouraged wherever possible. Members who attend meetings by electronic link will not be counted as present for the purposes of a quorum (cl. 25A(4) Schedule 7 LGA); however where a meeting has a quorum, determined by the number physically present, the member/s attending by electronic link can vote on any matters raised at the meeting.

10. Voting

- 10.1 In accordance with clause 32(4) Schedule 7 of the Act, at meetings of the Napier-Hastings Future Development Strategy Joint Committee each Partner Council's representatives and the Mana Whenua representatives have full authority to vote and make decisions within the delegations of these Terms of Reference on behalf of that Partner Council or PSGE without further recourse to that Partner Council or PSGE.
- 10.2 Each representative, including the Committee Chairperson, has one vote.
- 10.3 The Chairperson has a deliberative vote but does not have a casting vote.

11. Election of Chairperson and Deputy Chairperson

- 11.1 On the formation of the Napier-Hastings Future Development Strategy Joint Committee the representatives shall elect a Joint Committee Chairperson and may elect a Deputy Chairperson. Both the Chairperson and Deputy Chairperson are to be selected from among the representatives appointed to the Joint Committee.
- 11.2 The mandate of the appointed Chairperson or Deputy Chairperson ends if that person through resignation or otherwise ceases to be a member of the Napier-Hastings Future Development Strategy Joint Committee.

12. Reporting

- 12.1 All reports to the Committee shall be presented via the Project Executive, TAG or from the Committee Chairperson.
- 12.2 The Partner Councils have also appointed lead consultants to assist with preparation of the FDS. The consultants will report, via the Project Executive, to the Committee from time to time.
- 12.3 Following each meeting of the Joint Committee, the Chair of the Project Executive shall prepare a summary report of the business considered at the meeting and submit that

report, for information, to each Partner Council authority and participating PSGE. Such reports will be in addition to any formal minutes prepared by the Administering Authority.

13. Good faith

- 13.1 In the event of any circumstances arising that were unforeseen by the Partner Councils or their representatives at the time of adopting these Terms of Reference, the Partner Councils and their representatives hereby record their intention that they will negotiate in good faith to add to or vary these Terms of Reference so as to resolve the impact of those circumstances in the best interests collectively of the Partner Councils taking into account also the views of the PSGEs and the Mana Whenua representatives in relation to those circumstances.

14. Variations

- 14.1 Any Partner Council or any member of the Joint Committee may propose a variation, deletion or addition to the Terms of Reference by putting the wording of the proposed variation, deletion or addition to a meeting of the Joint Committee.
- 14.2 Once a proposed variation, deletion or addition to these Terms of Reference has been put to the Joint Committee, these Terms of Reference is amended only after each Partner Council has adopted the revised Terms of Reference giving effect to the proposed variation, deletion or addition.
- 14.3 Notwithstanding clause 13.2, the Joint Committee may amend the Terms of Reference, where the changes will not materially affect the commitment of any individual Partner Council.

15. Adopted and agreed by

Hastings District Council

Napier City Council

Hawke's Bay Regional Council

Endorsed by:

Heretaunga Tamatea
Settlement Trust

Mana Ahuriri Trust

Maungaharuru Tangitū Trust

Appendix 1 – Project Background

Project Goal

The Napier-Hastings Future Development Strategy (FDS) will be developed in co-operation between the Hastings District Council (HDC), the Hawke's Bay Regional Council (HBRC) and the Napier City Council (NCC) and in partnership with Post Settlement Governance Entities with Statutory Acknowledgement within the FDS study area. This strategy will be developed to provide a guide to urban development for the next 30 years from 2024 to 2054 in accordance with the requirements of the National Policy Statement on Urban Development (2020)¹.

Project Assumptions

The FDS will be informed by:

- Matters specified in the National Policy Statement on Urban Development (2020), including tangata whenua values and aspirations
- Previous urban growth studies
- Current data and plans
- Other relevant Government Policy and legislative provisions (e.g., National Policy Statements)
- New research and investigations undertaken as part of the FDS development process
- Relevant current and recent planning work undertaken by the Partner Councils
- Policy objectives from within the three Councils

The Partner Councils are undertaking or have recently undertaken significant planning work that is directly relevant to the FDS. This includes the Napier City Spatial Picture and Plan Change 5 in Hastings. It is important that this recent work forms part of the baseline for the FDS. However, given the 30 year timeframe for the FDS and the evolving context for growth planning (e.g., legislative change, environmental changes), it is also appropriate for the FDS to include a fresh look at how growth should be accommodated. This means the FDS should be informed by historic growth plans and approaches to growth management but not constrained by them if a change of approach is warranted.

Project Scope

The FDS is primarily a growth strategy (for the Napier – Hastings Urban Environment) - to accommodate, enable and facilitate sustainable and desirable growth for the long term benefit of the region's citizens, businesses and institutions.

The Strategy will:

Describe what level of urban growth is anticipated over the next 30 years and beyond in the Study Area.

Identify (as required by the NPS_UD):

- Broad locations for development capacity
- Development infrastructure and other infrastructure requirement
- constraints on development

¹ The NPS-UD requires that each tier 1 and 2 local authority must prepare a FDS every 6 years in time to inform the preparation of its Long-Term Plan. The NPS-UD also requires each tier 1 and 2 local authority to review its FDS each intervening 3 years to determine whether it needs updating. These requirements mean the FDS will be reviewed regularly and where necessary updated over time

Consider (in identifying the above):

- Where growth will go and desired density
- What the sequence of development should be and the timetable/or triggers
- The criteria for establishing the boundaries to urban growth
- The budget implications

Propose policies to guide growth through:

- Regional Policy Statement
- District Plans
- The Long-Term Plan (LTP) of each Council
- The Regional Land Transport Strategy
- Infrastructure Development Planning (including both policy and social infrastructure networks)
- Such other plans and policies as may be established through Government legislative changes and reform programmes

Appendix 2 - Administering Authority and Servicing

The administering authority for the Napier-Hastings Future Development Strategy Joint Committee will be the Hastings District Council.

The provisions of clause 30 Schedule 7 of the Local Government Act 2002 apply.

Unless otherwise agreed, Hastings District Council will cover the administrative costs of servicing the Napier-Hastings Future Development Strategy Joint Committee.

Two supporting groups service the Napier-Hastings Future Development Strategy Joint Committee; these are the Project Executive and Technical Advisory Group (TAG). The Councils have also appointed Lead Consultants to provide planning and project management services for the project. The TAG will be chaired by an officer or independent advisor selected from among the TAG members and will comprise senior staff representatives from each of the participating Councils, with representation from Waka Kotahi (New Zealand Transport Authority), Mana Whenua/Tangata Whenua and other parties as the TAG deems appropriate from time to time.

The Project Executive

The Project Executive will comprise a senior executive from each of the participating Councils. Provision is made for appointees from the above listed Post Settlement Governance Entities to be part of the project executive. The project executive will be chaired by one of its senior Council officer members as agreed by those Council officers.

The Chair of the Project Executive will be the lead officer supporting the Joint Committee and overseeing management of the FDS programme.

Hastings District Council will be tasked with administering the development of the strategy on a day-to-day basis. The Councils will put in place such funding and administrative arrangements between them to support development of the strategy.

Functions of the project executive include:

- Approving overall work/scope, budget and necessary resources within officer and organisational delegations
- Ensuring that there are sufficient resources to support the completion of the strategy development and its implementation
- Approving consultancy tenders
- Establishing the study timetable, key milestone reporting and monitoring adherence with this programme
- Endorsing the overall consultation process and, as necessary, to have direct leadership in consultancy initiatives
- Approving drafts of the study and recommendations to the Joint Committee
- Approving any adjustments to the project content, the timetable and the budget within the scope of delegations, agreements and budgets. For matters outside of or beyond the scope of delegated authorities or agreements, referral back to the Partner Councils may be required.

The Technical Advisory Group

This is a technical management group comprising the infrastructure, planning and strategic or policy managers and staff of the three Councils (including Te Kupenga personnel), Waka Kotahi, Post Settlement Governance Entity representation and other persons identified through the process.

Functions include:

- Providing technical oversight for the FDS.
- Coordinating agency inputs particularly in the context of the forward work programmes of the respective councils.
- Ensuring council inputs are integrated.
- Technical work with and alongside the Lead Consultants including provision of information to the lead consultants.
- Providing advice to the project executive on study content and approach.

Subject: Report and recommendations from the Māori Committee

Reason for Report

1. This item provides a summary of discussions at the 8 February 2023 Māori Committee meeting along with recommendations for Council's consideration, and provides the opportunity for the Māori Committee Co-chairs to add additional context as they wish.

Officers' Recommendations

2. Council officers recommend that the Council resolves the recommendations as proposed as all items were specifically considered by the Māori Committee.

Discussion

3. The agenda items considered by the Māori Committee were largely related to its establishment and the appointment of its representatives, with the exception of the Freshwater Management Units item.
4. The *Freshwater Management Units* item sought the Māori Committee's endorsement of the proposed six FMUs for the region. FMUs are used to report freshwater accounting to Central Government as prescribed by the NPS-FM however do not prevent additional layers, such as sub FMUs or overlays being applied to manage at a smaller scale, for example for mātauranga monitoring.

Decision Making Process

5. Council and its committees are required to make every decision in accordance with the requirements of the Local Government Act 2002 (the Act). Staff have assessed the requirements in relation to this item and have concluded that all of the decisions were specifically considered by the Māori Committee on 8 February 2023 and are now the subject of the following recommendations to Council.

Recommendations

The Māori Committee recommends that Hawke's Bay Regional Council:

1. Receives and notes the *Report and recommendations from the Māori Committee*.
2. Agrees that the decisions to be made are not significant under the criteria contained in Council's adopted Significance and Engagement Policy, and that Council can exercise its discretion and make decisions on this issue without conferring directly with the community or persons likely to have an interest in the decision.

Māori Committee Chair

3. Confirms that Mike Paku and Katarina Kawana are the Māori Committee Co-chairs.

Māori Committee Terms of Reference and Charter

4. Confirms the Terms of Reference for the Committee as adopted by the Regional Council on 16 November 2022.
5. Recommends the Charter between the Committee and the Regional Council as proposed (attached), incorporating amendments agreed today, to Hawke's Bay Regional Council for adoption and signing.

Appointment of Taiwhenua representatives to the Māori Committee

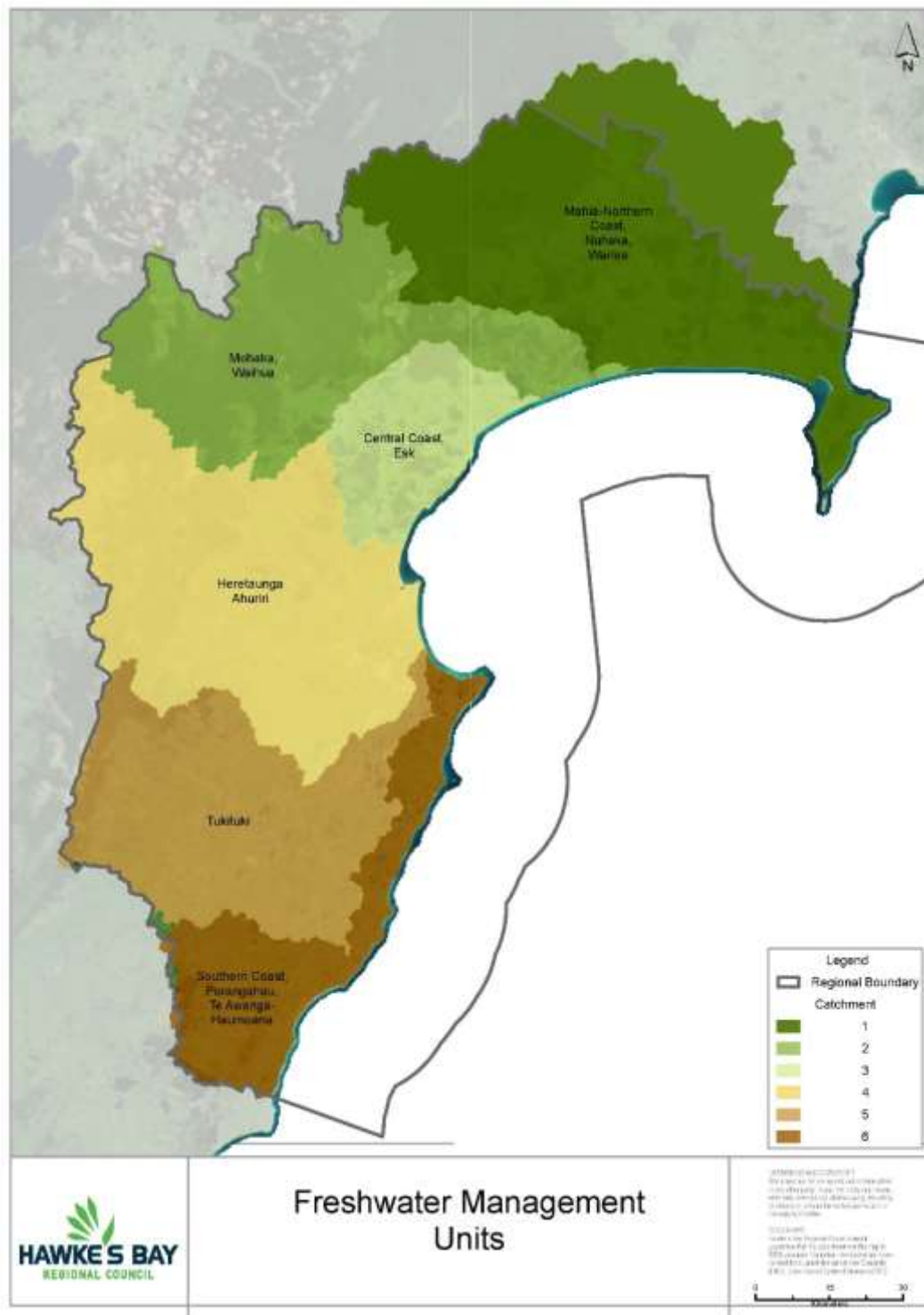
6. Confirms the appointments to the Māori Committee of:
 - 6.1. Katarina Kawana and Henare Mita representing Wairoa Taiwhenua
 - 6.2. Paul Kelly representing Wairoa Kahungunu Executive, with Teresa Smith as the alternate member for the Wairoa rohe
 - 6.3. Haami Hilton, Marei Apatu and Michael Paku representing Te Taiwhenua o Heretaunga, with Ana Te Whaiti as the alternate member
 - 6.4. Bayden Barber representing the Ngāti Kahungunu Iwi Incorporated Board with an alternate member to be advised
 - 6.5. Three positions representing Tamatea Taiwhenua and an alternate member to be advised
 - 6.6. Peter Eden, Api Robin and Rose Hiha representing Te Taiwhenua o Te Whanganui-a-Orotū, with an alternate member to be advised.

Nomination of Māori Committee representatives to Council's committees

7. Confirms the following appointments:
 - 7.1. Peter Eden as a member of the Corporate and Strategic Committee
 - 7.2. Katarina Kawana as a member of the Environment and Integrated Catchments Committee
 - 7.3. Api Robin as an Advisory Member of the Regional Transport Committee
 - 7.4. A representative of Tamatea Taiwhenua to be confirmed and Paul Kelly as members of the Climate Action Joint Committee, and Marei Apatu as alternate.
 - 7.5. Co-chairs Katarina Kawana and Mike Paku to the Regional Council with full speaking rights.

Freshwater Management Units

8. Considers the six FMUs proposed for the region (as depicted following) as endorsed by the Māori Committee.



9. Notes that the following reports for information were presented to the Māori Committee:

- 9.1. Kotahi and All Governors Forum
- 9.2. January 2023 Statutory Advocacy update.

Authored by:

Leeanne Hooper
Team Leader Governance

Jack Smith-Ballingall
Manager, Central And Internal Relationships

Approved by:

Pieri Munro

Acting Chief Executive

Attachment/s

- 1** [!\[\]\(065aacad479feea1b3f501fa02b79a7a_img.jpg\)](#) 2022-25 Māori Committee Terms of Reference adopted 8 February 2023
- 2** [!\[\]\(f90d8b6badff022f4fa9e71b17a20969_img.jpg\)](#) 2023 adopted Māori Committee Charter

Māori Committee Terms of Reference



*Adopted by resolution of Hawke's Bay Regional Council on 16 November 2022
and resolution of the Māori Committee on 8 February 2023*

1. The Hawke's Bay Regional Council Māori Committee has been in existence since the 1990s and has served as a valuable network for the Regional Council. It operates to ensure Māori input to various activities of the Council including active participation in the decision-making processes and the development of sustainable relationships with Māori.
2. The purpose of the Māori Committee is to:
 - 2.1. Actively participate and contribute in the decision-making processes, policy development and other activities of the Hawke's Bay Regional Council
 - 2.2. Consider ways in which to support the development of Māori capacity to contribute to the decision-making process
 - 2.3. Make recommendations to the Regional Council on matters of relevance affecting the tangata whenua of the Region, and to help fulfil the Māori consultative requirements of the Council particularly with regard to the principles of the Treaty of Waitangi, Local Government Act 2002 and the Resource Management Act 1991.
3. The expectation of the membership is that each Taiwhenua / Executive collective and the Ngāti Kahungunu Iwi Incorporated (NKII) Board representative will engage with their respective constituents.
4. The Chair is to be elected at the first meeting of the Committee of each triennium, from amongst the members of the Māori Committee representing Taiwhenua and the NKII Board. The Chair shall be elected for that term of the Committee but is not precluded from a subsequent term as Chair if so nominated. Two key roles of the Chair will be to:
 - 4.1. preside over meetings of the Committee in accordance with the Hawke's Bay Regional Council Standing Orders
 - 4.2. manage the nominations and appointments by Taiwhenua / Executive and the NKII Board member to the Māori Committee at the end of each triennium, for re-establishment of the Committee for the next triennium.
5. The Deputy Chair is to be elected at the first meeting of the Committee of each triennium from among the Taiwhenua and NKII Board representative members of the Māori Committee.

Membership

6. The Māori Committee comprises of:
 - 6.1. Twelve representatives appointed by each of the four Ngāti Kahungunu Taiwhenua and Executive in this region
 - 6.2. One member of the Ngāti Kahungunu Iwi Incorporated Board as appointed by the Board, and
 - 6.3. up to four elected members of Hawke's Bay Regional Council.

Members	<p>Twelve representatives nominated for appointment by the Tangata Whenua, plus one Proxy representative nominated to attend in an appointee's absence, being:</p> <ul style="list-style-type: none"> - Katarina Kawana Wairoa Taiwhenua - Henare Mita Wairoa Taiwhenua - Paul Kelly Wairoa Kahungunu Executive - Teresa Smith Wairoa rohe - Marei Apatu Heretaunga Taiwhenua - Mike Paku Heretaunga Taiwhenua - Haami Hilton Heretaunga Taiwhenua - Ana Te Whaiti Proxy (Heretaunga Taiwhenua) - Dr Roger Maaka Tamatea Taiwhenua - Dianne Smith Tamatea Taiwhenua - Paora Sciascia Tamatea Taiwhenua - to be confirmed Proxy (Tamatea Taiwhenua) - Peter Eden Te Taiwhenua o Te Whanganui-a-Orotū (Napier) - Rose Hiha Te Taiwhenua o Te Whanganui-a-Orotū (Napier) - Api Robin Te Taiwhenua o Te Whanganui-a-Orotū (Napier) - to be confirmed Alternate - Bayden Barber Member of the Ngāti Kahungunu Iwi Incorporated Board - to be advised Alternate member of the NKII Board <p>Up to for elected members of the Council, being: Councillors Hinewai Ormsby, Charles Lambert, Will Foley and Martin Williams</p>
Quorum	A majority of members including at least 1 HBRC councillor
Meeting Frequency	Quarterly, with the Committee Chair, in consultation with the HBRC Chief Executive and Te Pou Whakarae, able to arrange additional meetings should the need arise.



A Charter

between the

Hawke's Bay Regional Council

and the

Māori Committee of Council

Introduction

He Toa Takitini Strength in Unity

1. The principle of this Charter is to operationalise the Treaty partnership between Hawke's Bay Regional Council and tangata whenua.
2. The Hawke's Bay Regional Council Māori Committee has been in existence since the 1990s and has served as a valuable network for the Regional Council. It operates on the basis of this Charter, ensuring Māori input to various activities of the Council including active participation in the decision-making processes and the development of sustainable relationships with Māori.
3. This Charter looks to continue the strengthening of the relationship of this Committee with the Regional Council, to ensure that the role of kaitiakitanga, through marae, hapū iwi mandated entities is enacted for the protection and enhancement of the wellbeing of the Hawke's Bay environment and its people.
4. The Treaty of Waitangi is between the Crown, hapū and whānau. The Regional Council is a statutory body with powers and responsibilities delegated to it by the Crown.
5. Councillors of the Hawke's Bay Regional Council are elected by the regional community and are accountable to that whole community, tangata whenua represented within this committee are also equally elected by their marae and hapū with the primary focus of the Council being environmental stewardship.
6. Hapū have Mana Whenua, Mana Moana and Mana Motuhake (Tino rangatiratanga – self determination, control over their own affairs, collective responsibility) relating to the land or sea, as established in the Treaty, and the Regional council exercises its functions as established by legislation.
7. The Māori Committee is a standing committee under clause 30(1)9b) of Schedule 7 of the Local Government Act 2002.

Purpose

8. The purpose of the Māori Committee is to:
 - 8.1. Actively participate and contribute in the decision-making processes, policy development and other activities of the Hawke's Bay Regional Council
 - 8.2. Consider ways in which to support the development of Māori capacity to contribute to the decision-making process; and
 - 8.3. Provide leadership and relevant information to Council regarding economic, social, environmental and cultural matters regionally that support sustainable resource management and economic growth.
 - 8.4. To make recommendations to the Council on matters of relevance affecting the tangata whenua of the Region, and to help fulfil the Māori consultative requirements of the Council particularly with regard to the principles of the Treaty of Waitangi, Local Government Act 2002 and the Resource Management Act 1991.

Mahi Tautoko (Work Programme)

9. The Regional Council will engage with the Māori Committee members in the spirit that reflects authentic Treaty partnership. Council will strongly endeavour to enhance tangata whenua's role as kaitiaki through:
 - 9.1. Co-design: Māori Committee are meaningfully engaged across all levels of HBRC's operation from inception.
 - 9.2. The Regional Council commit to informing the Māori Committee of all relevant government or private initiatives or directions; or policy, legislative or environmental changes or proposed changes to the Hawkes Bay region.
 - 9.3. Māori Committee are involved in decisions around allocation of budget.
 - 9.4. Māori Committee have representation on sub-committees.
10. A work programme will be developed to provide an overview of key tasks that require the Māori Committee members input and direction:
 - 10.1. To provide policy advice with respect to the regional plan, regarding provisions for the wāhi tapu, wāhi taonga, wāhi tipuna engagement processes and where relevant to tangata whenua, any other amendments to the plan.
 - 10.2. To provide input to the Long Term Plan and Annual Plan with particular reference to those issues of importance to Māori from the region.
 - 10.3. To provide insight into Māori and other strategic community issues with particular reference to the Long Term Plan, the effectiveness of the Regional Plan and the delivery of the Annual Plan.
 - 10.4. To consider and recommend Māori capacity building initiatives.
 - 10.5. The true intent is to work within the framework of te Tiriti o Waitangi.

Model of Communication



Māori Committee Membership

11. The Māori Committee are those 12 representatives nominated by each of the four Ngāti Kahungunu Taiwhenua and Executive in this region.
12. Within the first year of the Committee's establishment, a work plan for the Committee will be developed to set out, in general terms, what the Committee aims to achieve over its three-year term.
13. Within the first three months of the Committee's establishment, an induction programme for the Committee will be completed.
14. The expectation of the membership is that each Taiwhenua and Executive collective will engage with their respective constituents.

Members *Twelve* representatives will be appointed at the first meeting of the Māori Committee each triennium. The make-up of these twelve representatives is three, plus one proxy representative nominated to attend in an appointee's absence, appointed from each of the constituents being:

- Wairoa
- Te Whanganui-ā-Orotu
- Heretaunga
- Tamatea

One representative of the NKII Board

Up to *four* elected members of the Council

Meeting Frequency Quarterly, with the Chair of the Committee authorised to arrange additional meetings should the need arise, with Wednesday being the normal meeting day.

15. The Chair is to be elected at the first meeting of the Committee of each triennium, from among the appointed Māori members of the committee. The Chair shall be elected for that term of the Committee but is not precluded from a subsequent term as Chair if so nominated. Two key roles of the Chair will be to:
 - 15.1. preside over meetings of the Committee in accordance with the Regional Council Standing Orders.
 - 15.2. manage the nominations and appointments to the Māori Committee before the beginning of each triennium.
16. The Deputy Chair is to be elected at the first meeting of the Committee of each triennium from among the appointed members of the committee.
17. Māori Committee members will be remunerated appropriately when undertaking any Council business.

Meeting procedures

18. The Committee will meet on scheduled dates as agreed by Council for the purpose of discussing relevant agenda business put forward by either the Council or Māori Committee.
19. Such meetings will generally be quarterly with the ability for the Māori Committee Chair to call extra meetings if required to deal with specific and/or urgent business.
20. The meetings of the Committee shall be conducted in accordance with HBRC's Standing Orders while incorporating tikanga Māori (Māori custom and practice) as appropriate.
21. The Māori members of the Committee may hold a pre-meeting prior to the formal public meeting to network and clarify issues to be raised at the meeting proper.
22. When meeting on marae the Standing Orders will be suspended to allow marae kawa.
23. Each rohe may appoint a proxy representative to attend committee meetings on occasions when the appointed representative from their area is unavailable, but this right is to be used as infrequently as is possible to ensure continuity and familiarity of appointed members.

Quorum

24. As per the Council's Standing Order 10.2:
 - 24.1. Council sets the quorum for its committees and subcommittees, either by resolution or by stating the quorum in the terms of reference.
 - 24.2. In accordance with SO 10.2 the quorum for the Māori Committee, to be stated in the Terms of Reference, will be a majority of members physically present including at least 1 HBRC councillor.

Delegated Powers

25. In its Partnership role, the Māori Committee is to make recommendations to Council in relation to the matters detailed in the Māori Committee work programme and matters of significance to Māori.
26. The Māori Committee has authority to develop procedures and protocols that assist in its operation, provided that such procedures and protocols meet the statutory requirements of the LGA, the Local Government Official Information and Meetings Act 1987 and/or HBRC's Standing Orders.
27. There is no casting vote for the Chair.

Māori Committee Members' Responsibilities

28. Ensure consultation and feedback to hapū and marae and other Māori organisations.
29. Put forward appropriate agenda items to the Chair for discussion by the Committee.
30. Ensure that the work of the Māori Committee will align with hapū and marae aspirations, which, in turn, are appropriately promoted for Council when developing the Council Long Term Plan (LTP), LTP review and/or Annual Plan.
31. Liaise with hapū, marae and tangata whenua when required to assist direct contact with the Council.
32. Provide the Regional Council with appropriate tangata whenua contacts as and when necessary
33. Promote tangata whenua interests in the Council's decision-making processes.

Responsibilities of Councillors on the Māori Committee

34. An understanding of the issues relevant to the Regional Council that are of importance to tangata whenua.
35. Represent and reflect the Council's policies, plans and responsibilities to the Māori Committee.
36. Promote an understanding of the concerns and reflect the resolutions of the Māori Committee to Council.
37. Assist with the promotion and support of hapū aspirations, which have been supported by the Māori Committee, when developing the Council's LTP, LTP review or Annual Plan processes.

Policies

Te Tiriti O Waitangi (Treaty of Waitangi) Policies

(The Treaty Article relevant to each Policy is shown in brackets)

38. The Hawke's Bay Regional Council acknowledges that:
 - 38.1. Major aspects of the Resource Management Act and Local Government Act place particular responsibilities on the Council regarding its involvement with Māori (Article One)
 - 38.2. It is necessary and valuable to have Māori input into decision-making and policy development, where appropriate (Article One and Two)
 - 38.3. There are special requirements of Council to consult with tangata whenua over matters of interest to Māori (Article Two).

Resource Consent Process (Article One and Two)

39. The Council will provide a documented process to enable relevant tangata whenua to have a meaningful input into publically notified or limited notified resource consent applications that affect them as either hapū, marae or iwi.
40. Relevant Māori members of the Māori Committee will at times be asked to provide appropriate tangata whenua contacts in relation to resource consent application(s) and in particular notified consents.
41. The appropriate contacts will be required to represent tangata whenua's views in relation to the proposed activity requiring resource consent and may involve formal submissions either supporting or opposing the application and appearing at consent hearings.
42. The documented process will be reviewed at least every three years with members of the Māori Committee to ensure it is still relevant and effective.

Consultation/ Communication (Article One and Two)

43. The Council and Māori Committee acknowledge the elements of effective consultation as established through the Courts, being:
 - 43.1. That sufficient timely information is provided to the consulted party, so that they can make informed decisions
 - 43.2. That sufficient time is given for both the participation of the consulted party and the consideration of the advice given
 - 43.3. That genuine consideration of that advice, including an open mind and a willingness to change, is shown; and
 - 43.4. That consultation must be carried out in good faith by both parties.

Consultation Policy for Tangata Whenua Issues (Article One and Two)

Kanohi ki te kanohi – Pokohiwi ki te pokohiwi

Face to face – Shoulder to shoulder

44. In a wide variety of the Council's work there will be a need for effective consultation/communication with tangata whenua.
45. The Council will endeavour to identify those with Mana Whenua (authority for that land) through the appropriate members of the Māori Committee on relevant occasions and in particular for resource consent applications.
46. The Council will endeavour to meet kanohi ki te kanohi (face to face) at an appropriate venue, such as marae.
47. The Council will acknowledge the mana (integrity) of the hui (meeting) by sending senior staff and, where appropriate, Councillors. That is, those who can make the decisions.
48. Where there are ongoing meetings required, Council will ensure that the relevant member of the Māori committee is kept informed about developments and involved directly at an early stage if there is a possibility of an impasse.
49. The Council will allow such time as is reasonable for a decision to be made allowing for tikanga Māori (Māori custom and practice) and thereby maximising the chances of a decision where the Council and tangata whenua will be pokohiwi ki te pokohiwi (shoulder to shoulder) on the issue.
50. The Council's commitment is, through a process of pokohiwi ki te pokohiwi, to achieve a result where all parties are confident that their voice has been heard and respected and that the outcome has their support. It is accepted, however, that on rare occasions the Council may have to use its statutory powers or to refer issues to the legal system as a measure of last resort.
51. The Council will, within its statutory responsibilities, exercise its duty to protect Māori taonga (treasures) to the fullest extent practicable. (Article Two and One)
52. The Council will resource tangata whenua, where appropriate, to ensure adequate consultation at a meaningful level is achieved on relevant issues. (Article Two and Three)
53. The Council, in making any decision, will ensure that the results of any consultation with tangata whenua are fully considered. (Article Two and Three)

Wāhi Tapu (Article Two)

54. The Council will exercise its responsibility to assist tangata whenua to protect and preserve wāhi tapu sites in the coastal marine area, on the beds of lakes and rivers and on Council owned or administered land through the Regional Resource Management Plan.
55. Council acknowledges that only tangata whenua can identify wāhi tapu and decide on the importance of any particular wāhi tapu.
56. Council will provide a facility for the registering of wāhi tapu, wāhi taonga and wāhi tipuna sites of significance.
57. Council will take all practical measures to protect the sanctity of wāhi tapu sites within the reasonable bounds of budgetary allocation.
58. Council will respect the wishes of hapū and marae who wish to keep the actual site of a particular wāhi tapu secret by recording a general locality indicator, or by operating a 'silent file' for limited access.
59. Council will give the utmost respect to information given by hapū and marae in confidence.

60. The Council will investigate which powers could be transferred to recognise hapū. (Article Two)
61. The Council will lift the general awareness within Council of the significance of Māori issues. (Article Three)
62. The Council will provide training, particularly of Officers and Councillors of the Council, in relation to bi-cultural awareness and issues. (Article Three)
63. The Council will provide relevant training to members of the Māori Committee. (Article Three)

Regional Council's Commitment to the Māori Committee

64. The Regional Council, in acknowledging the necessity and value of Māori involvement in decision-making and policy development, will:
 - 64.1. Appropriately resource the Māori Committee and, accordingly, remunerate tangata whenua members undertaking pre-agreed Council business.
 - 64.2. Resource Māori Committee meetings on marae when appropriate and also relevant consultation hui.
 - 64.3. Maintain, at least, **one** position on each of the Regional Council's committees namely: Environment and Integrated Catchments, Corporate and Strategic and Regional Transport committees for tangata whenua representatives of the Māori Committee.
 - 64.4. Maintain one position on other Regional Council committees/working groups to provide Māori input where the focus of the group has a direct impact on Māori
 - 64.5. Where a new Māori Committee has not been established after a local body election, the Regional Council will support the previous Māori Committee Chair(s) attending, with voting rights, relevant initial Council committee meetings. This will maintain continuity until the Māori Committee nominates its new representatives. This will also include the Māori Committee representative(s) appointed to any Hearing Panel that spans the election process.
 - 64.6. Have the Māori Committee Chair, or where appropriate the Co-Chairs, participate at Hawke's Bay Regional Council meetings.
 - 64.7. Maintain a strong working relationship with the Post Settlement Governance Entities (PSGE) and Ngāti Kahungunu Iwi Incorporated.
 - 64.8. As and when relevant, source appropriately experienced iwi member(s) to be contracted to undertake specific work for the Council.
 - 64.9. Ensure Chair(s) of the Māori Committee is provided with all background information to work in collaboration with Council staff for agenda setting of Committee meetings.

Hawke's Bay Regional Planning Committee Act (2015)¹

65. The purpose of the Hawke's Bay Regional Planning Committee Act is to:
 - 65.1. Improve tangata whenua involvement in the development and review of documents prepared in accordance with the Resource Management Act 1991² for the Hawke's Bay region.
66. To that end, the Act establishes the Hawke's Bay Regional Planning Committee (RPC) as a joint committee of the Hawke's Bay Regional Council.³
67. The function of the RPC is to oversee the development and review of the RMA documents prepared in accordance with the RMA for the RPC region.
68. The construct of the tangata whenua membership to the RPC is formed from the eight Treaty entities within the Hawke's Bay region.
69. Relationship between the Māori Committee and the RPC tangata whenua members:
 - 69.1. Whilst the Local Government Act provides the backdrop for engagement, the fundamental composition of the Māori Committee focuses on hapū, iwi and marae. With the establishment of the RPC Act and the role of the Treaty partners; the unfolding relationship still sits in the commitment to whānau, hapū, iwi and marae, to which this Committee has performed competently over the years.
 - 69.2. The Māori Committee members have developed a communication process for engaging with the RPC tangata whenua membership. This is to strengthen the relationship between both respective committees in providing governance, oversight and engagement for the wider tangata whenua of this region.
 - 69.3. The Māori Committee recognises the steps of evolution that will emerge from this relationship with the RPC and offer their commitment to working together for the benefit and wellbeing of the environment, the hapū, iwi and marae.

Evaluation

70. To provide an evaluation of the effectiveness of the Māori Committee, the Māori Committee may request that an evaluation of its role, functions and performance be arranged by Council. Council may also indicate its intention to evaluate the role, functions and performance of the Māori Committee. Notwithstanding this process, the Māori Committee will provide an opportunity for a discussion of its performance at the last committee meeting each calendar year.
71. The Charter will be reviewed at least once every three years.

¹ Hawke's Bay Regional Planning Committee Act (2015)

<http://legislation.govt.nz/act/public/2015/0065/latest/DLM6059509.html?src=qs>

² Resource Management Act 1991

<http://www.legislation.govt.nz/act/public/1991/0069/latest/DLM230265.html#DLM230264>

³ Part 1- s3 Preliminary provisions – Purpose

Summary

- 72. This Charter is a statement of the agreed principles of participation between the Hawke's Bay Regional Council and the Māori Committee of Council.
- 73. It sets out the broad parameters under which the parties will interact.
- 74. The creation of the Māori Committee of Council is an important step in the process of strengthening Treaty partnership and Tino Rangatiratanga of Māori within the Hawke's Bay.
- 75. This Charter is entered into by both parties with the utmost good faith.
- 76. The Charter signifies a partnership to enable tangata whenua to have a meaningful voice in local government and is based on the trust that has been established between the two groups.

Signed _____
Hinewai Ormsby
Chair
Hawke's Bay Regional Council

Signed _____
Katarina Kawana and Mike Paku
Co-chairs
Hawke's Bay Regional Council
Māori Committee

Date 8 March 2023

Date 8 March 2023

Subject: Affixing of the Common Seal**Reason for Report**

1. The Common Seal of the Council has been affixed to the following documents and signed by the Chair or Deputy Chair and Chief Executive or a Group Manager.

		Seal No.	Date
1.1	Staff Warrants 1.2.1 P. Munro <i>(Delegations under Resource Management Act 1991 (Sections 34A(1) and 38(1); Maritime Transport Act 1994 (Section 33G(a); Biosecurity Act 1993 (Sections 103 and 105); Local Government Act 2002 (Section 177)) and Soil Conservation and Rivers Control Act 1941; Land Drainage Act 1908</i>	4533	10 February 2023
1.2	Regional Pest Management Plan 2018-2038	4534	10 February 2023

2. The Common Seal is used twice during a Leasehold Land Sale, once on the Sale and Purchase Agreement and once on the Land Transfer document. More often than not, there is a delay between the second issue (Land Transfer document) of the Common Seal per property. This delay could result in the second issue of the Seal not appearing until the following month.
3. As a result of sales, the current numbers of Leasehold properties owned by Council are:
 - 3.1. No cross lease properties were sold, with 63 remaining on Council's books
 - 3.2. No single leasehold property was sold, with 75 remaining on Council's books.

Decision Making Process

4. Council is required to make every decision in accordance with the provisions of Sections 77, 78, 80, 81 and 82 of the Local Government Act 2002 (the Act). Staff have assessed the requirements contained within these sections of the Act in relation to this item and have concluded the following:
 - 4.1. Sections 97 and 88 of the Act do not apply
 - 4.2. Council can exercise its discretion under Section 79(1)(a) and 82(3) of the Act and make a decision on this issue without conferring directly with the community or others due to the nature and significance of the issue to be considered and decided
 - 4.3. That the decision to apply the Common Seal reflects previous policy or other decisions of Council which (where applicable) will have been subject to the Act's required decision-making process.

Recommendations

That Hawke's Bay Regional Council:

1. Agrees that the decisions to be made are not significant under the criteria contained in Council's adopted Significance and Engagement Policy, and that Council can exercise its

discretion and make decisions on this issue without conferring directly with the community or persons likely to have an interest in the decision.

2. Confirms the action to affix the Common Seal.

Authored by:

Diane Wisely
Executive Assistant

Vanessa Fauth
Finance Manager

Approved by:

Pieri Munro
Acting Chief Executive

Attachment/s

There are no attachments for this report.

Subject: HBRIC Ltd Independent Director appointments

That the Hawke's Bay Regional Council excludes the public from this section of the meeting, being Agenda Item 9 *HBRIC Ltd Independent Director appointments* with the general subject of the item to be considered while the public is excluded. The reasons for passing the resolution and the specific grounds under Section 48 (1) of the Local Government Official Information and Meetings Act 1987 are:

General subject of the item to be considered	Reason for passing this resolution	Grounds under section 48(1) for the passing of the resolution
HBRIC Ltd Independent Director appointments	s7(2)(a) That the public conduct of this agenda item would be likely to result in the disclosure of information where the withholding of the information is necessary to protect the privacy of natural persons.	The Council is specified, in the First Schedule to this Act, as a body to which the Act applies.

Authored & Approved by:

Susie Young
Group Manager Corporate Services

Subject: Potential sale of Wellington leasehold property

That Hawke's Bay Regional Council excludes the public from this section of the meeting, being Agenda Item 10 *Potential sale of Wellington leasehold property*, with the general subject of the item to be considered while the public is excluded. The reasons for passing the resolution and the specific grounds under Section 48 (1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are:

General subject of the item to be considered	Reason for passing this resolution	Grounds under section 48(1) for the passing of the resolution
Potential Sale of Wellington Leasehold Property	s7(2)(i) That the public conduct of this agenda item would be likely to result in the disclosure of information where the withholding of the information is necessary to enable the local authority holding the information to carry out, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).	The Council is specified, in the First Schedule to this Act, as a body to which the Act applies.

Authored by:

Jess Bennett
Treasury & Investments Accountant

Chris Comber
Chief Financial Officer

Approved by:

Susie Young
Group Manager Corporate Services