

I, Steven May, Tumu Whakarae Chief Executive Officer, hereby give notice that an Extraordinary Meeting of Council will be held on:

Date:	Thursday, 23 May 2019		
Time:	2.30pm		
Location:	Council Chamber, Wairoa District Council, Coronation Square, Wairoa		

AGENDA

Extraordinary Council Meeting

23 May 2019

The agenda and associated papers are also available on our website: www.wairoadc.govt.nz

For further information please contact us 06 838 7309 or by email info@wairoadc.govt.nz

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1 KARAKIA

2 APOLOGIES FOR ABSENCE

3 DECLARATIONS OF CONFLICT OF INTEREST

4 **PUBLIC PARTICIPATION**

A maximum of 30 minutes has been set aside for members of the public to speak on any item on the agenda. Up to 5 minutes per person is allowed. As per Standing Order 14.14 requests to speak must be made to the meeting secretary at least one clear day before the meeting; however this requirement may be waived by the Chairperson.

5 GENERAL ITEMS

5.1 TRIPARTITE RELATIONSHIP AGREEMENT

Author: Kitea Tipuna, Pouwhakarae – Hapori / Whakatūtaki Group Manager Community and Engagement

Authoriser: Steven May, Tumu Whakarae Chief Executive Officer

Appendices: 1. Tripartite Relationship Agreement 🗓

1. PURPOSE

1.1 This report presents to Council the Tripartite Relationship Agreement that was signed on the 26th of November 2016 at the Tātau Tātau o Te Wairoa Trust Deed of Settlement signing ceremony at Taiktimu Marae.

RECOMMENDATION

The Group Manager Community and Engagement RECOMMENDS that Council receives this report

EXECUTIVE SUMMARY

The Tripartite Relationship Agreement between the Wairoa District Council, the Hawke's Bay Regional Council and Tātau Tātau o Te Wairoa Trust was signed on the 26th of November 2016.

The Relationship Agreement establishes a framework for a positive and enduring relationship between the Wairoa District Council, the Hawke's Bay Regional Council and Tātau Tātau o Te Wairoa Trust.

2. BACKGROUND

2.1 The Tripartite Relationship Agreement forms part of the redress in the Deed of Settlement between the Iwi and Hapu of Te Rohe o Te Wairoa, Trustees of Tātau Tātau o Te Wairoa and the Crown.

3. OPTIONS

- 3.1 The options identified are:
 - a. No options are given as this report is for information purposes only

4. CONCLUSION

- 4.1 The Tripartite Relationship Agreement suggests a formal approach to the relationship and this report seeks guidance from Council how this might be implemented.
- 4.2 The current arrangements are somewhat informal, ad hoc and meetings are scheduled as and when required.
- 4.3 If a more formal approach is considered then resourcing may need to be considered to administer and coordinate the relationship.
- 4.4 If an informal arrangement is the preference, then the status quo will remain.

5. CORPORATE CONSIDERATIONS

What is the change?

5.1 If a more formal approach is required, resourcing will need to be considered.

What are the key benefits?

5.2 The Tripartite Relationship Agreement become a formal part of business as usual for Council.

What is the cost?

5.3 Currently met within current budgets

Further Information

[List any websites or papers where people interested could read more on this topic]

Background Papers

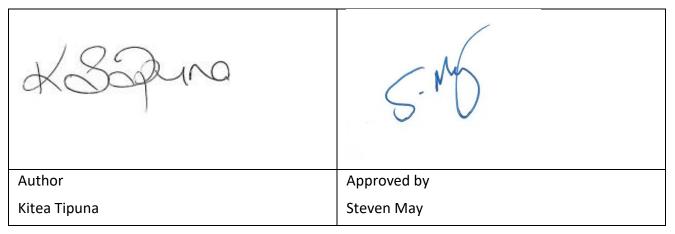
Tripartite Relationship Agreement (Appendix 1)

Confirmation of statutory compliance

In accordance with section 76 of the Local Government Act 2002, this report is approved as:

- a. containing sufficient information about the options and their benefits and costs, bearing in mind the significance of the decisions; and,
- b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

Signatories





Tripartite Relationship Agreement

Please find enclosed Wairoa District Council's copy of the Tripartite Relationship Agreement. This is one of three originals signed by representatives of Tātau Tātau o Te Wairoa Trust, Wairoa District Council and Hawke's Bay Regional Council at the Iwi and Hapū of Te Rohe o Te Wairoa Deed of Settlement signing ceremony on 26 November 2016.

Thank you for working with us on the development of the agreement and the Te Rohe o Te Wairoa Reserves Board-Matangirau. We look forward to being in touch with you in the New Year regarding the timing of the select committee process.

Yours sincerely

Sophie Young Analyst

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RELATIONSHIP AGREEMENT

BETWEEN

TĀTĀU TĀTĀU O TE WAIROA TRUST

and

WAIROA DISTRICT COUNCIL

and

HAWKE'S BAY REGIONAL COUNCIL

1. STATEMENT OF VALUES OF THE PARTIES

Iwi and Hapū of Te Rohe o Te Wairoa

- 1.1 Mana motuhake: he mana heke mai i ngā tīpuna tō mātau; he mana anō tō te Karauna respect for the authority and autonomy of the parties and their individual roles and responsibilities.
- **1.1** Manaakitanga: emphasise behaviours and activities that are mana enhancing toward others including generosity, care, respect and reciprocity.
- **1.2** Wairuatanga/Mauri: acknowledging and understanding the existence of mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.
- **1.3** Kaitiakitanga: recognising the role of iwi and hapū as tangata whenua and as stewards and guardians of ngā taonga tuku iho, including the natural and physical environment and resources, te reo Māori/tikanga Māori/mātauranga Māori, and the health and well-being of people and communities.
- **1.4 Kotahitanga**: recognising and enhancing a unity of purpose and direction where all are able and encouraged to contribute.
- **1.5 Te Kawa o Te Wairoa**: recognising the customary philosophies and practices of the Wairoa iwi and hapū.
- **1.6** Mana whenua: recognising the role Wairoa iwi and hapū have as stewards and tangata whenua of those customary roles through whakapapa and maintenance of te ahi kā roa.
- 1.7 Kanohi e kitea: the importance of engaging with Wairoa iwi and hapū.
- **1.8 Kōrero pono**: kia tika te kōrero, kaua e huna open, honest and transparent communication.

Hawkes Bay Regional Council Purpose, Vision and Values

1.9 HBRC purpose

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Hawke's Bay Regional Council has a long term focus and exists because of a statutory role in four core functions –

- Natural resource knowledge and management
- Natural hazard assessment and management
- Regional strategic planning
- Regional scale infrastructure and services.

1.10 HBRC vision

A region with a vibrant community, a prosperous economy, a clean and healthy environment, now and for future generations.

1.11 HBRC values

- Excellence we aim high and take pride in providing an exceptional service
- Forward thinking we anticipate and prepare for the future
- Innovation we are open to change and seek new ways of doing things
- Integrity we demonstrate openness, honesty and respect in our relationships
- Partnerships we build strong partnerships to achieve common goals.

Wairoa District Council Mission/Values/Themes

1.12 WDC purpose

The Wairoa District Council exists so that residents and visitors alike can enjoy the community in which they live and visit, supported by local decision-making to promote the social, economic, environmental and cultural well-being of the Wairoa District in the present and for the future.

1.13 WDC vision

- Connected Communities
- Desirable Lifestyles
- Treasured Environments.

Creating the ultimate living environment. To be a vibrant attractive and thriving district, by developing sustainable lifestyles based around our unique environment; the envy of New Zealand and recognised worldwide.

1.14 WDC values

The vision for our district and the mission for our organisation are underpinned by Wairoa District Council's commitment to the fundamental core values below. These values guide the way we do business in all activities and services for the benefit of the community:

- Communication
- Customer First
- Innovation and Excellence

- Valuing Employees and Partnerships
- Visionary Leadership.

1.15 WDC themes

The following themes reflect the community outcomes we aim to achieve through our mission, vision and values:

- Community Health and Well-being
- Environmental Management
- Positive Economic Growth
- Unique District Identity
- Vibrant Community.

2. PURPOSE

- 2.1 The purpose of this relationship agreement is to:
 - a. establish a framework for a positive and enduring relationship between the parties; and
 - b. collaborate on matters of mutual interest to the parties within the Area of Interest contained in the Iwi and Hapū of Te Rohe o Te Wairoa Deed of Settlement (the Area of Interest), including but not limited to:
 - i. to acknowledge and provide for the mana rangatiratanga of the iwi and hapū of Te Rohe o Te Wairoa within the Area of Interest;
 - ii. to acknowledge and provide for the traditional, cultural, spiritual and historical relationships of the iwi and hapū of Te Rohe o Te Wairoa with the Area of Interest, particularly their lands and waterways;
 - iii. improving opportunities for the iwi and hapū of Te Rohe o te Wairoa to contribute to local government decision making processes; and
 - iv. the development, implementation and review of strategies, policies and plans under relevant statutory frameworks.

3. RELATIONSHIP PRINCIPLES

- 3.1 In implementing the Agreement, the three parties agree to act consistently with the following relationship principles:
 - a. recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise;
 - b. maintain a collaborative relationship that reflects true partnership;
 - c. work together in an open, honest, transparent, cooperative and mutually respectful manner;
 - d. agree that principles of manaakitanga, kaitiakitanga and rangatiratanga will underpin their relationship;

- commitment to working strenuously and in good faith to resolve any disagreements that may arise;
- f. acknowledge that the relationship is evolving, not prescribed; and
- g. respect the independence of the parties and their individual mandates, roles and responsibilities.
- 3.2 This relationship agreement is intended to further enhance the existing relationships between the Hawke's Bay Regional Council, Wairoa District Council and Tātau Tātau o Te Wairoa Trust. Nothing in this agreement displaces existing arrangements between the parties or relationships either Council currently has with any of the iwi and hapū represented by Tātau Tātau o Te Wairoa Trust or the obligations of either Council under the RMA.

4. APPLICATION

- 4.1 The three parties will meet regularly (at least quarterly) to foster an informed and early understanding of issues and assist a co-ordinated strategic response.
- 4.2 The three parties will have an open door approach so issues that arise between the quarterly meetings can be quickly brought to the other parties' attention.
- 4.3 Where an issue relates to two of the three parties, the parties concerned will meet as early as possible to respond to the issue.
- 4.4 The three parties will develop policy and make ongoing management decisions within their respective areas of responsibility with an understanding of this agreement and the vision, priorities and expectations of the three organisations.

5. COMMUNICATION

- 5.1 The parties will establish and maintain effective and efficient communication on a continuing basis through:
 - a. meetings;
 - b. the exchange of information;
 - c. maintaining information on each other's respective office holders, and their addresses and contact details; and
 - d. informing relevant Council and Tātau Tātau o Te Wairoa Trust staff of the contents of this relationship agreement.

6. MEETINGS

- 6.1 Before each meeting, representatives of each party will agree administrative arrangements for the meeting.
- 6.2 It is expected that that each party has appropriate representation in terms of seniority and relevance. The number of attendees of each meeting shall be within reasonable limits.

- 6.3 At least one of the meetings each year must be a Chairs Forum. The Chairs Forum shall be attended by:
 - a. at least two Councillors and the Chief Executive of each Council; and
 - b. in the case of the Hawke's Bay Regional Council the elected representative for the Wairoa constituency should be one of the councillors attending;
 - c. at least two trustees of Tātau Tātau o Te Wairoa Trust and the Chief Executive of Tātau Tātau o Te Wairoa Trust.
- 6.4 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting.
- 6.5 Having regard to the purpose and principles of this agreement, agenda items will include, as required:
 - any strategy, planning and policy developments of interest to Tātau Tātau o Te Wairoa Trust and/or the Councils;
 - b. annual planning and priority setting;
 - c. management of water bodies, waterways and Council-owned sites in the Area of Interest;
 - d. implementation of Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA;
 - e. the work and effectiveness of the Hawke's Bay Regional Planning Committee; and
 - f. any other matters of mutual interest.
- 6.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 6.5 Other meetings may be held from time to time as agreed by all parties.

7. CAPACITY BUILDING

- 7.1 The PSGE and the Councils will work together under this Relationship Agreement to increase the capacity of the Councils, the iwi and hapū of Te Rohe or Te Wairoa and the PSGE to give effect to this Relationship Agreement, which shall include:
 - a. training for Councillors and Council staff on:
 - i. the tikanga and values of the iwi and hapū of Te Rohe o Te Wairoa in relation to the Area of Interest;
 - ii. Councils' Treaty of Waitangi responsibilities under relevant statutory frameworks;

and how those matters should form part of the Council's processes;

- b. training for Council staff on sites of significance to the iwi and hapū of Te Rohe o Te Wairoa;
- c. training for Tātau Tātau o Te Wairoa Trust staff and the iwi and hapū of Te Rohe o Te Wairoa on Council processes and other matters (including, but not limited to, consenting and planning processes, monitoring and health and safety).

8. SITES OF SIGNIFICANCE

- 7.1 The parties will develop a process for advising one another of sites of significance and wāhi tapu.
- 7.2 The Councils will work with Tātau Tātau o Te Wairoa Trust to respect the values, tikanga and kaitiakitanga attached to wahi tapu and sites of significance of the iwi and hapū of Te Rohe o Te Wairoa. This will include informing Tātau Tātau o Te Wairoa Trust if koiwi or taonga tūturu are found within the Tātau Tātau o Te Wairoa Trust Area of Interest.

9. AMENDMENT

8.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

Signed by:

LL LL 10000

Tātāu Tātāu o Te Wairoa Trust representatives

Wairoa District Council representatives

Hawke's Bay Regional Council representatives

5.2 MATANGIRAU RESERVES BOARD

Author: Kitea Tipuna, Pouwhakarae – Hapori / Whakatūtaki Group Manager Community and Engagement

Authoriser: Steven May, Tumu Whakarae Chief Executive Officer

Appendices:

1. Ngamotu Lagoon Wildlife Management Reserve: 🖞

- 2. Whakamahi Lagoon Government Purpose (Wildlife Management) Reserve: <u>J</u>
- 3. Rangi-houa (1) 🕹
- 4. Rangi-houa (2) 🕹
- 5. Local Purpose (Esplanade) Reserve A <a>J
- 6. Local Purpose (Esplanade) Reserve B <u>J</u>

1. PURPOSE

1.1 This report notes the establishment of the Te Rohe o Te Wairoa Reserves Board – Matangirau and also outlines a proposed process to appoint Council's nominated representatives to the board.

RECOMMENDATION

The Group Manager Community and Engagement RECOMMENDS that Council receives this report and resolves a process to appoint Wairoa District Council's representatives to the Te Rohe o Te Wairoa Reserves Board – Matangirau.

EXECUTIVE SUMMARY

The Te Rohe o Te Wairoa Reserves Board – Matangirau forms part of the Iwi and Hapū o Te Rohe o Te Wairoa Claims Settlement Bill. With the passing of the Bill into legislation in 2018, the Te Rohe o Te Wairoa Reserves Board – Matangirau is established under section 62 of the Bill.

Te Rohe o Te Wairoa reserves means each of the following sites, and each site means the land described by that name in Schedule 4 of the Bill:

- a) Ngamotu Lagoon Wildlife Management Reserve:
- b) Whakamahi Lagoon Government Purpose (Wildlife Management) Reserve:
- c) Rangi-houa / Pilot Hill Historic Reserve:
- d) Local Purpose (Esplanade) Reserve A:
- e) Local Purpose (Esplanade) Reserve B.

(see Appendices for maps of the noted areas)

2. BACKGROUND

2.1 Tātau Tātau o Te Wairoa Trust, the post settlement governance entity has appointed their representatives (3) and now it remains for the Wairoa District Council to appoint their representatives (3) to the joint board.

3. RELEVANT SECTIONS OF THE IWI AND HAPŪ O TE ROHE O TE WAIROA CLAIMS SETTLEMENT BILL (SECTIONS 62, 64, 65, 66).

Section 62 of the Bill notes the following:

- 62. Joint board established as administering body of Te Rohe o Te Wairoa reserves
- A joint board called the Te Rohe o Te Wairoa Reserves Board–Matangirau is established for the Te Rohe o Te Wairoa reserves.
- The joint board is the administering body of the Te Rohe o Te Wairoa reserves as if the joint board were appointed to control and manage the reserves under section 30 of the Reserves Act 1977.
- However, section 30 of the Reserves Act 1977 has no further application to the Te Rohe o Te Wairoa reserves or the joint board.
- To avoid doubt, the joint board is not a committee or a joint committee for the purposes of the Local Government Act 2002.

Section 64 of the Bill notes the following:

- 64. Appointment and term of members of joint board
- The following are appointers for the purposes of this subpart:
 - the trustees (of Tātau Tātau o Te Wairoa Trust) ; and
 - the Wairoa District Council.
- Each appointer may appoint 3 members to the joint board.
- An appointer may appoint a member only by giving a written notice with the following details to the other appointer:
 - the member's full name, address, and other contact details; and
 - the date on which the appointment takes effect in accordance with section 65.
 - A member may be removed only by the member's appointer giving written notice, starting the date on which the removal takes effect, to the other appointer and the member.
- A member may be appointed, reappointed, or removed at the discretion of the member's appointer.
- A member appointed by the Wairoa District Council does not cease to hold office on his or her ceasing to hold office as an elected member of the Wairoa District Council (despite section 31(f) of the Reserves Act 1977).
- Section 31 (other than paragraphs (a) and (c)) of the Reserves Act 1977 otherwise applies to the members of the joint board as if the members were appointed and removed, and their offices became vacant, under sections 30 and 31 of that Act.

Section 65 of the Bill notes the following:

- 65. Term of office of board
- An appointment of a member to the joint board takes effect
 - o on the commencement of the board's term; or

- in the case of a replacement appointment, on the date stated in the notice of appointment.
- An appointment of a member to the joint board ends on whichever of the following comes first:
 - the expiry of the board's term:
 - the removal of the member by the appointer or the replacement of the member by the appointer appointing another member.
- If an appointment ends but no successor has been appointed, the member must be treated as having been reappointed for the next board's term.
- In this section and section 66,— board's term means, for any appointment made to the joint board,—
 - the period between—
 - the 90th day after the most recent triennial general election after the appointment is made; and
 - the 89th day after the next triennial general election; but
 - *if the appointment is to the first joint board, the period between*
 - the settlement date; and
 - the 89th day after the next triennial general election
- replacement appointment means an appointment made to replace a member before the expiry of the board's term or to fill a vacancy that arises because a member's appointment ends before the expiry of the board's term
- triennial general election means a triennial general election held under the Local Electoral Act 2001.

Section 66 of the Bill notes the following:

- 66. Application of Reserves Act 1977 to joint board
- Sections 32 to 34 of the Reserves Act 1977 apply to the joint board as if it were a board for the purposes of that Act.
- The following provisions apply despite the specified requirements of the Reserves Act 1977:

First meeting of joint board

• the first meeting of the joint board must be held not later than 6 months after the settlement date (despite section 32(1) of that Act):

Chairperson and deputy chairperson

- an appointer may appoint 1 of the members as chairperson, and the other appointer may appoint 1 of the members as deputy chairperson, of the board as follows (despite section 32(5) and (6) of that Act):
 - each appointer holds that right of appointment for the relevant board's term and, at the close of that board's term, each right shifts to the other appointer:

- an appointment ends on the expiry of the board's term (or, if earlier, on the replacement of the person holding the relevant office by the relevant appointer or at the end of his or her appointment as a member under section 64 of this Act):
- an appointment takes effect on the commencement of the board's term (or, for the first chairperson and deputy chairperson and any replacement appointment, on the date stated in the notice of appointment):
- the right of appointment may be exercised only by giving written notice of the appointment to the other appointer and the member concerned:
- an appointer may replace the chairperson or deputy chairperson appointed by that appointer at any time during the relevant board's term:
- the Wairoa District Council has the first right of appointment of the chairperson and the trustees have the first right of appointment of the deputy chairperson under this paragraph:
- if the chairperson is not present at a meeting, the deputy chairperson must preside at the meeting (despite sections 32(5) and (6) of the Reserves Act 1977):

Voting and quorum

- the chairperson has a deliberative vote but not a casting vote (despite section 32(7) of that Act):
- the quorum consists of 2 members appointed by each appointer and must include the chairperson or deputy chairperson (despite section 32(9) of that Act):
- section 32(11) of that Act applies subject to this section and section 64:

Management plans

- despite section 41(1) of that Act, in relation to the reserves referred to in paragraphs (c) to (e) of the definition of Te Rohe o Te Wairoa reserves in section 61 of this Act,—
 - the management plan currently in force under that Act for the Te Rohe o Te Wairoa reserves continues to apply to those properties; and
 - when the Wairoa District Council is reviewing that plan, to the extent that it applies to the Te Rohe o Te Wairoa reserves, the joint board must prepare and approve a separate management plan under that Act for those properties:

Financial provisions

- Part 4 of the Reserves Act 1977, which relates to financial provisions, applies to the joint board as if it were a local authority:
- the Wairoa District Council must, to the extent that it is reasonably practicable to distinguish the revenue from the property or the properties from any other revenue received by the Council,—
 - hold the revenue received by the joint board in its capacity as the administering body of the property or the properties; and
 - o account for the revenue separately from the other revenue of the Council; and
 - use that revenue, under the direction of the joint board, but only in relation to the property or the properties.

4. OPTIONS

- 4.1 The options identified are:
 - a. The Wairoa District Council to directly appoint representatives to the Te Rohe o Te Wairoa Reserves Board Matangirau.
 - b. The Wairoa District Council to undertake a selection process, this will include seeking expressions of interest, interviews, recommendation to Council and confirmation of that recommendation.
- 4.2 Council would need to discuss both options and decide which option would be preferred.
- 4.3 If option (a) is preferred, Council would need to decide its representatives and resolve that decision.
- 4.4 If option (b) is preferred, Council would need to initiate a selection process.

5. CONCLUSION

5.1 Council needs to decide on its representatives to the Te Rohe o Te Wairoa Reserves Board – Matangirau

6. CORPORATE CONSIDERATIONS

What is the change?

6.1 Council is legislatively required to appoint representatives to the newly established Te Rohe o Te Wairoa Reserves Board – Matangirau

Compliance with legislation and Council Policy

- 6.2 Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill.
- 6.3 Reserves Management Act

What is the cost?

6.4 Unbudgeted, but anticipate in the initial phases that the establishment of the joint board will incur manageable costs.

Who has been consulted?

6.5 Wide consultation was undertaken as part of the Select Commitee process for the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill.

Maori Standing Committee

6.6 Consultation was undertaken as part of the Select Committee process for the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill. The Māori Standing Committee submitted to the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Bill and spoke to their submission during the sitting of the Select Committee in the Wairoa district.

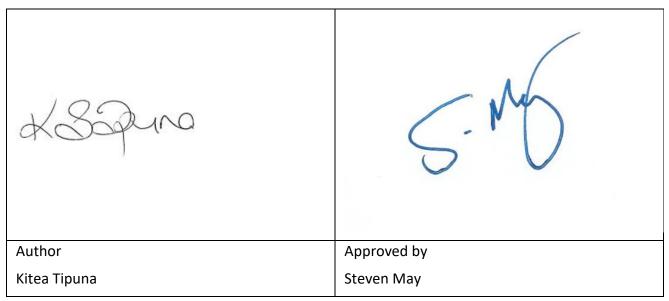
Confirmation of statutory compliance

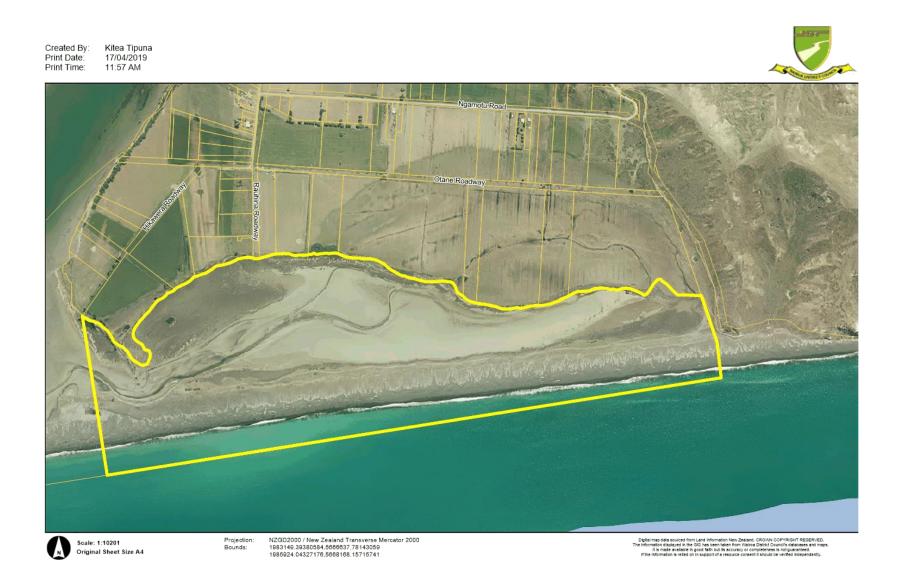
In accordance with section 76 of the Local Government Act 2002, this report is approved as:

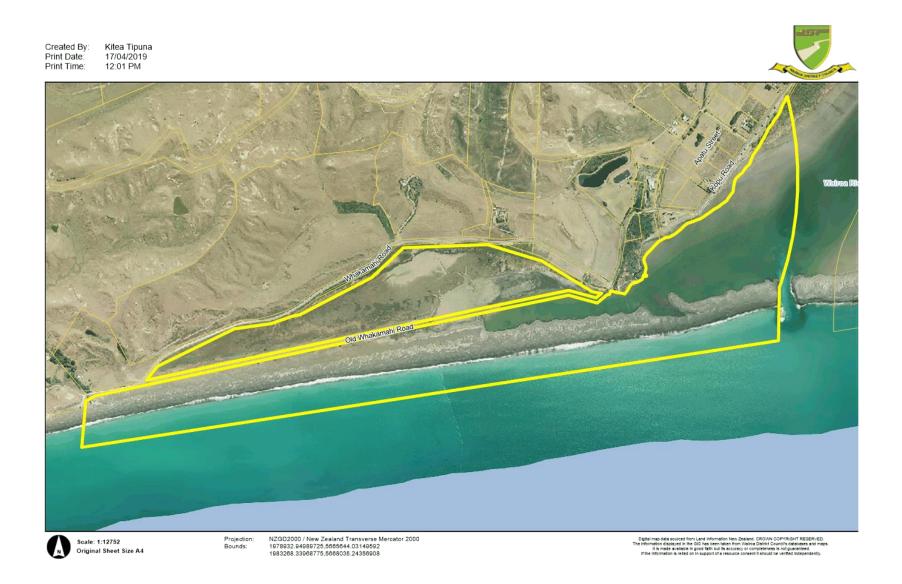
a. containing sufficient information about the options and their benefits and costs, bearing in mind the significance of the decisions; and,

b. is based on adequate knowledge about, and adequate consideration of, the views and preferences of affected and interested parties bearing in mind the significance of the decision.

Signatories









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 NZGD2000 / New Zealand Transverse Mercator 2000

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6 PUBLIC EXCLUDED ITEMS

RESOLUTION TO EXCLUDE THE PUBLIC

RECOMMENDATION

That the public be excluded from the following parts of the proceedings of this meeting.

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
6.1 - KAKARIKI FARM ROAD PIT - SURETY BOND FOR OPERATIONS	s7(2)(c)(ii) - the withholding of the information is necessary to protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information would be likely otherwise to damage the public interest s7(2)(h) - the withholding of the information is necessary to	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
	enable Council to carry out, without prejudice or disadvantage, commercial activities	
6.2 - TOURISM INFRASTRUCTURE FUND UPDATE	s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	