

Mā tō tātou takiwā
For our District

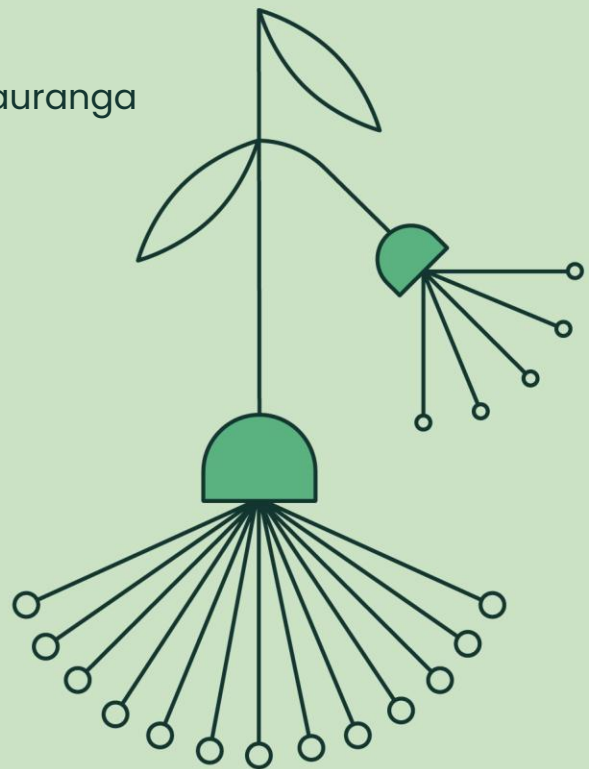
Council

Te Kaunihera

CL25-11

Friday, 15 August 2025, 9.30am

Council Chambers, 1484 Cameron Road, Tauranga



Council

Membership:

Chairperson	Mayor James Denyer
Deputy Chairperson	Deputy Mayor John Scrimgeour
Members	Cr Tracey Coxhead Cr Grant Dally Cr Murray Grainger Cr Anne Henry Cr Rodney Joyce Cr Margaret Murray-Benge Cr Laura Rae Cr Allan Sole Cr Don Thwaites Cr Andy Wichers
Quorum	Six (6)
Frequency	Six weekly

Role:

The Council is responsible for:

- Ensuring the effective and efficient governance and leadership of the District.
- Ensuring that all functions and powers required of a local authority under legislation, and all decisions required by legislation to be made by local authority resolution, are carried out effectively and efficiently, either by the Council or through delegation.

Power to Act:

To exercise all non-delegable functions and powers of the Council including, but not limited to:

- The power to make a rate;
- The power to make a bylaw;
- The power to borrow money, purchase, or dispose of assets, other than in accordance with the Long Term Plan;
- The power to adopt a Long Term Plan, a Long Term Plan Amendment, Annual Plan or Annual Report and to receive any related audit report;
- The power to appoint a chief executive;
- The power to adopt policies required to be adopted and consulted on under the Local Government Act 2002 in association with the Long Term Plan or developed for the purpose of the Local Governance Statement;

- The power to adopt a remuneration and employment policy;
- The power to approve or change the District Plan, or any part of that Plan, in accordance with the Resource Management Act 1991;
- The power to approve or amend the Council's Standing Orders;
- The power to approve or amend the Code of Conduct for Elected Members;
- The power to appoint and discharge members of committees;
- The power to establish a joint committee with another local authority or other public body;
- The power to make a final decision on a recommendation from the Parliamentary Ombudsman where it is proposed that Council not accept the recommendation.
- To exercise all functions, powers and duties of the Council that have not been delegated, including the power to compulsorily acquire land under the Public Works Act 1981.
- To make decisions which are required by legislation to be made by resolution of the local authority.
- To authorise all expenditure not delegated to officers, Committees or other subordinate decision-making bodies of Council, or included in Council's Long Term Plan or Annual Plan.
- To make appointments of members to Council Controlled Organisation Boards of Directors/ Trustees and representatives of Council to external organisations.
- To monitor the performance of and make decisions on any matters relating to Council Controlled Organisations (CCO), including recommendations for
- modifications to CCO or other entities' accountability documents (i.e. Letter of Expectation, Statement of Intent), including as recommended by the Strategy and Policy Committee.
- To approve joint agreements and contractual arrangements between Western Bay of Plenty District Council and Tauranga City Council and/or any other local authority including the requirement to review the terms of any such agreements or contractual arrangements.
- To approve the triennial agreement.
- To approve the local governance statement required under the Local Government Act 2002.
- To approve a proposal to the Remuneration Authority for the remuneration of Elected Members.
- To approve any changes to the nature and delegations of Committees.

Procedural matters:

Approval of elected member training/conference attendance.

Mayor's Delegation:

Should there be insufficient time for Council to consider approval of elected member training/conference attendance, the Mayor (or Deputy Mayor in the Mayor's absence) is delegated authority to grant approval and report the decision back to the next scheduled meeting of Council.

Power to sub-delegate:

Council may delegate any of its functions, duties or powers to a subcommittee, working group or other subordinate decision-making body, subject to the restrictions on its delegations and any limitation imposed by Council.

Notice is hereby given that a Meeting of Council will be held in the
Council Chambers, 1484 Cameron Road, Tauranga on:
Friday, 15 August 2025 at 9.30am

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1 KARAKIA

Whakatau mai te wairua
Whakawātea mai te hinengaro
Whakarite mai te tinana
Kia ea ai ngā mahi

Āe

Settle the spirit
Clear the mind
Prepare the body
To achieve what needs to be
achieved.
Yes

2 PRESENT

3 IN ATTENDANCE

4 APOLOGIES

5 CONSIDERATION OF LATE ITEMS

6 DECLARATIONS OF INTEREST

7 PUBLIC EXCLUDED ITEMS

8 PUBLIC FORUM

9 PRESENTATIONS

9.1 TE PUKE WASTEWATER TREATMENT PLANT – SUBMITTER PRESENTATIONS

File Number: A6896662

Author: EJ Wentzel, Water Services Director

Authoriser: Peter Watson, Acting General Manager, Infrastructure Group

EXECUTIVE SUMMARY

Western Bay of Plenty District Council is undertaking consultation with developers regarding the Te Puke Wastewater Treatment Plant project.

Submitters have been invited to present their input and views to Council, at this meeting.

RECOMMENDATION

1. That the Water Services Director's report dated 15 August 2025 titled 'Te Puke Wastewater Treatment Plant – Submitter Presentations' be received.
2. That Council receives the verbal submissions to the Te Puke Wastewater Treatment Plant engagement.

BACKGROUND

1. Consultation is currently being undertaken with developers regarding the Te Puke Wastewater Treatment Plant project, prior to Council considering whether to proceed with a replacement plant and considering awarding a construction contract.
2. Consultation opened 1 July 2025 and closes on 17 August 2025.
3. The opportunity to present submissions and provide input directly to Council has been offered and is provided through this meeting.
4. Two submitters have requested to speak, at the time of preparing this report:
 - (a) Mike Bryant, Macloughlin Drive Limited;
 - (b) John Dillon, North 12.
5. Written submissions, where these have been provided, are attached.
6. Council will review feedback received through this process, and this will be presented to Council as part of its decision whether to proceed with a replacement plant and enter into a construction contract.

ATTACHMENTS

1. **Submission – Macloughlin Drive Ltd – Mike Bryant** 

28 July 2025

Western Bay of Plenty District Council
Private Bag 12803
Tauranga 3143

Attention: EJ Wentzel

Dear EJ,

Te Puke Wastewater Treatment Plant from Macloughlin Drive Limited

We provide this feedback as an active developer within Te Puke in relation to the proposed upgrade to the Te Puke Wastewater Treatment Plant.

Our company, Macloughlin Drive Limited is currently in the process of developing a mixed density residential development at No. 3 Road and Macloughlin Drive, Te Puke. Our project will deliver approximately 260 residential sites with associated infrastructure including roading, reserve, stormwater and open spaces.

We understand that the Councils preferred solution for a new wastewater treatment plant will cost in the order of \$95 million.

Having reviewed the background documents in relation to the proposal, we have significant concerns with the project's escalation of costs since 2023. The cost of the plant was originally established at \$45 million. This cost is proposed to be passed on to Te Puke subdividers and developers through the Councils financial contribution model. As active developers, we advise that these costs (including the recent escalation under the long-term plan) are unsustainable. The Council has a history of "growth pays for growth" however the quantum of cost increases associated with wastewater infrastructure are such that the growth of Te Puke will stall.

We request that the Council undertakes a re-evaluation of all alternative options originally considered.

We note also that the work completed by the Council has not incorporated Te Pukes existing commercial, and industrial areas nor other users of the plant such as fast track consent sites which would further spread the cost burden of a new plant and reduce the per lot cost to developers.

A further staged approach to any upgrade or plant replacement also needs to be investigated.

We request the opportunity to address the Council in relation to our concerns.

Yours faithfully,



Mike Bryant
Director

10 REPORTS

10.1 PROPOSAL TO EXTEND LEASE AREA – WAIHĪ BEACH MENZ SHED – WAIHĪ BEACH COMMUNITY CENTRE RESERVE

File Number: A6849251

Author: Joanne Hin, Legal Property Officer Reserves & Facilities

Authoriser: Peter Watson, Acting General Manager, Infrastructure Group

EXECUTIVE SUMMARY

The Waihī Beach Menz Shed Charitable Trust (WBMSCT) have applied to Council for an extension to their land lease area by 343m² (from 140m² to 483m²) to allow for an extension to their existing building. If approved the lease variation will also incorporate an assignment to Waihī Beach Menz Shed Charitable Trust from the current lessee, Waihī Beach Community Development Charitable Trust.

RECOMMENDATION

1. That the Legal Property Officer, Reserves and Facilities report dated 15 August 2025 and titled 'Proposal to Extend Lease Area – Waihī Beach Menz Shed – Waihī Beach Community Centre Reserve' be received.
2. That the report relates to an issue that is considered to be of **low** significance in terms of Council's Significance and Engagement Policy.
3. That Council, acting as administrating body (leasing authority) of the reserve under the Reserves Act 1977, approves granting an extension to the current lease area of 140m² over Lot 1 DPS 65226, being part of Waihī Beach Community Centre Reserve, by approximately 343m².
4. That Council does not approve the request to extend the current lease area of 140m² over Lot 1 DPS 65226, being part of Waihī Beach Community Centre Reserve, by approximately 343m².
5. If approval is given, such approval must not be construed by the applicant, as a guarantee that all other consents required by any policy, by-law, regulation, or statute, will be forthcoming. The applicant is responsible for obtaining all required consents at its own cost.

BACKGROUND

1. Since the construction of the Menz Shed facility in 2021, its usage has expanded. The original building accommodates the woodwork area, but there became a growing need for a dedicated space for metalwork. A container was bought in to house the metalwork workers separately but is not fit for purpose as it is too narrow. The Menz

Shed now propose to extend the original shed by approximately 222m² to provide another bay for metalwork and additional storage **Attachment 1**. The 2 containers used currently for metalwork and storage will be removed. This will tidy up the aesthetics of the area as will using the same cladding on the extension as the original shed.

2. Additionally, the Menz Shed have constructed a raised vegetable garden, and added a concrete pad to access the building in wet weather. These additions will also be added into the new lease area.
3. There is not a requirement under the Reserves Act 1977 to publicly advertise any proposed land leases on reserves with a local purpose status. The original lease proposal was however advertised, and public feedback was favourable with Council approving the lease 13 August 2019. Staff are of the opinion there are no issues that would require public feedback as the building and activity has been established and operating for the past four years.
4. The additional area would not impede on the public's use of the reserve as it is currently open green space (lawn) not used for any particular recreation or other activity.
5. If the extension is approved, in line with a variation, the lease will also be assigned from the current lessee Waihi Beach Community Development Charitable Trust to Waihi Beach Menz Shed Charitable Trust.

SIGNIFICANCE AND ENGAGEMENT

6. The Local Government Act 2002 requires a formal assessment of the significance of matters and decision in this report against Council's Significance and Engagement Policy. In making this formal assessment there is no intention to assess the importance of this item to individuals, groups, or agencies within the community and it is acknowledged that all reports have a high degree of importance to those affected by Council decisions. The Policy requires Council and its communities to identify the degree of significance attached to particular issues, proposals, assets, decisions, and activities.
7. In terms of the Significance and Engagement Policy, this decision is considered to be of low significance because the activity is already established and supported by the community and there are no costs for the ratepayers as the applicant would pay for the extension, along with future outgoings and maintenance, which will be required as a condition of the lease.

ISSUES AND OPTIONS ASSESSMENT

<p>Option A That Council, acting as administrating body (leasing authority) of the reserve under the Reserves Act 1977, approves granting an extension to the current lease area of 140m² over Lot 1 DPS 65226, being part of Waihi Beach Community Centre Reserve, by approximately 343m².</p>	
<p>Assessment of advantages and disadvantages including impact on each of the four well-beings</p> <ul style="list-style-type: none"> • Economic • Social • Cultural • Environmental 	<p>Advantages</p> <ul style="list-style-type: none"> • The Menz Shed would have a site in order to allow for its expansion • Wellbeing outcomes for community members are achieved <p>Disadvantages</p> <ul style="list-style-type: none"> • Open space values will be affected with the extension of the building in a green area
<p>Costs (including present and future costs, direct, indirect and contingent costs).</p>	<p>Capital and maintenance costs for the proposed building will be met by the Waihi Beach Menz Shed Charitable Trust</p>
<p>Option B That Council does not approve the request to extend the current lease area of 140m² over Lot 1 DPS 65226, being part of Waihi Beach Community Centre Reserve, by approximately 343m².</p>	
<p>Assessment of advantages and disadvantages including impact on each of the four well-beings</p> <ul style="list-style-type: none"> • Economic • Social • Cultural • Environmental 	<p>Advantages</p> <ul style="list-style-type: none"> • Open space values will not be affected with the establishment of a building <p>Disadvantages</p> <ul style="list-style-type: none"> • The Waihi Beach Menz Shed would not have a site to expand its activities • Community well being benefits would not be realised
<p>Costs (including present and future costs, direct, indirect and contingent costs).</p>	<p>N/A</p>

STATUTORY COMPLIANCE

8. Reserves Act 1977 - (Lease under 61(1)(b)) – As the reserve is vested in Western Bay of Plenty District Council is declared the administration body or leasing authority of the reserve and may lease all or any part of the reserve to any body for the purpose of a community building.
9. Building Act 2004 - A Building Consent will be sought if required.
10. Waihi Beach Community Centre Reserve is included in the Katikati - Waihi Beach Ward Reserve Management Plan.
11. Below is the relevant policy relating to the establishment of buildings or structures on reserve land.
12. A brief assessment of the proposal against the criteria contained in the bullet points within the Policy below has been undertaken and recorded against the assessment criteria.

Policy 3 - Buildings and Structures

13. Buildings on reserves will be for sporting and recreation purposes and/or to facilitate the appropriate use of the reserve by the public.
14. Any potential adverse effects of buildings and structures (whether located on or adjacent to reserve land) on the amenity values and physical features of the reserve and on neighbouring properties should be avoided, remedied, or mitigated.
15. In proposing to locate a new building on a reserve (by Council or by others), or when considering proposals for the extension of an existing building, or when considering the effects of a proposed building on land adjacent to a reserve, the following shall be taken into consideration, as per the Reserve Management Plan.
 - **The need for the building to be located on reserve land:**

The building needs to be located adjacent to the established building and activity.
 - **The scale of the proposed structure in relation to the reserve and its foreseeable use:**

The reserve is on residential zoned land and the facility meets the requirements of the District Plan as a permitted activity. The building is in the corner of the reserve and surrounded by a tennis court to the North and carparking to the Southwest. The proposed extension does not impact the future expansion of the existing skatepark.

The building extension is small in scale when compared to the large adjoining Community Centre building.
 - **The siting, design, materials and colour of the proposed building or structure:**

The extension will be of the same type and cladding as the original shed.

- **The design and development of buildings and structures are energy and water efficient, and stormwater is managed effectively:**

Existing stormwater system will marry in with the existing building

- **The financial position of the applicant to properly construct and maintain the facility, and ongoing associated costs:**

The building and works are minor, and the club has the financial capacity to deliver the extension project.

- **The conservation of open space, views, significant vegetation, and significant landscape features:**

N/A

- **The effects of providing access to and parking for the proposed building or structure:**

No change required as access and carparking were recently upgraded as part of the Te Ara Matauranga (Library /Area Office Project)

- **The potential visual or physical effects of the building or structure on neighbouring properties:**

There are no affected neighbouring residential properties, and the building is screened by vegetation between the school and the reserve. The building extension is small in scale when compared to the large adjoining Community Centre building.

FUNDING/BUDGET IMPLICATIONS

Budget Funding Information	Relevant Detail
	All costs relating to the construction of the proposal are to be borne by the Menz Shed.

ATTACHMENTS

1. **Site Plan showing location of building extension**  
2. **Menz Shed interior and exterior July 2025**  

Menz Shed Extension Proposal

- Hydro
- Railway
- Road
- Parcel
- Parcel
- ▨ Easements
- ▨ Existing building
- ▨ Proposed building
- ▨ Existing concrete
- ▨ Existing garden
- ▨ <all other values>



Menz Shed – July 2025







Metalwork Container



10.2 JUBILEE PARK (STOCK ROAD) - PROPOSED NEW LAND LEASE WITH THE SCOUT ASSOCIATION OF NEW ZEALAND

File Number: A6857785

Author: Joanne Hin, Legal Property Officer Reserves & Facilities

Authoriser: Peter Watson, Acting General Manager, Infrastructure Group

EXECUTIVE SUMMARY

A new lease under the Reserves Act 1977 is required to be entered into with The Scout Association New Zealand (TSANZ) to allow for the continuation of tenure by the Te Puke Scouts Group at their clubrooms situated at 3 Stock Road property, Te Puke.

RECOMMENDATION

1. That the Legal Property Officer's Reserves and Facilities report dated 15 August 2025 titled 'Jubilee Park (Stock Road) - Proposed new land lease with The Scout Association of New Zealand' be received.
2. That the report relates to an issue that is considered to be of **low** significance in terms of Council's Significance and Engagement Policy.
3. That Council, in its capacity as administrating body of the reserve, **grants** The Scout Association of New Zealand the right to lease for up to 30 years (10+10+10) 744m² of land, more or less, being all of Lot 2 DP 6884 contained in Record of Title 681973 to allow for Te Puke Scouts Group club rooms to remain situated at 3 Stock Road, Te Puke.

OR

That Council does **not grant** The Scout Association of New Zealand the right to lease but advertises for expressions of interest from other community groups.

BACKGROUND

1. A land lease for 66 years was entered into with the then Boy Scouts Association of New Zealand for their Te Puke Group in 1959 by the Te Puke Borough Council. The lease will shortly be at the conclusion of this term at the end of August 2025.
2. When the land lease comes to an end consideration has to be given that the current TSANZ owns the clubroom building.
3. The current lease states that at the end of its term the lessee may remove the building and reinstate the land. If Council did not enter into a new lease with the TSANZ they could negotiate purchase of the building, but this would at the discretion of TSANZ.

4. The Te Puke Scout Group has occupied the clubrooms at Jubilee Park for the past 66 years, and TSANZ now seeks to establish a new land lease agreement to support the group's continued use of the building.
5. The local group are at full capacity, with 108 members – 65 youth, 43 leaders and adult helpers. There is a waiting list to join. The building is used 3 nights a week. In addition to undertaking activities that foster youth personal development and adventure (physical, emotional, spiritual, mental) the group connects with other community groups and services in the area. Services provided to the community include undertaking regular clean ups in the local area, assisting ANZAC commemorations (poppy selling, gravestone cleaning, service set up and pull down), and assisting the Lions book sale.
6. Council could consider entering into a land lease with another community based organisation by seeking expressions of interest. However, consideration would need to be given to the costs involved for the transfer of the building from TSANZ to Council (or the other lessee). Transfer is at TSANZ's discretion. This is not seen as a feasible option given that TSANZ are willing to enter into a new tenure.
7. The proposed lease would be for a period of 10 years with two further rights of 10 years (total 30 years).
8. The lease allows the lessor to require the lessee to allow other community groups of a similar nature to the lessee whose activities align with the permitted use to use the whole or any part of the premises from time to time. Additionally in the event of the land being required by the lessor for council purposes, or the lessor determines (in its absolute discretion) that on the basis of public interest and/or demand, its civic duties would be better met if the premises were used for an alternative purpose to that contemplated by the lease, the lease may terminate upon the lessor giving six (6) months notice.

SIGNIFICANCE AND ENGAGEMENT

9. The Local Government Act 2002 requires a formal assessment of the significance of matters and decision in this report against Council's Significance and Engagement Policy. In making this formal assessment there is no intention to assess the importance of this item to individuals, groups, or agencies within the community and it is acknowledged that all reports have a high degree of importance to those affected by Council decisions.
10. The Policy requires Council and its communities to identify the degree of significance attached to particular issues, proposals, assets, decisions, and activities.
11. In terms of the Significance and Engagement Policy, this decision is deemed to be of low significance, as the activity has operated successfully for the past 66 years. In accordance with the Reserves Act 1977, Council may lease all or part of a local purpose reserve vested in it to any person, body, voluntary organisation, or society

(incorporated or not) for the purpose of a community building. The current lease is recorded in the Jubilee Park/Jamieson Oval Reserves Management Plan (**Attachment 1**).

ENGAGEMENT, CONSULTATION AND COMMUNICATION

12. The lease will be established under Section 61 of the Reserves Act 1977 which relates to Local Purpose reserves, therefore does not require public consultation prior to leasing. Given that the activity has been ongoing for the past 66 years and continues to serve a community need, staff do not consider public consultation necessary.

ISSUES AND OPTIONS ASSESSMENT

Option A	
That Council, in its capacity as administrating body of the reserve, grants The Scout Association of New Zealand the right to lease for up to 30 years (10+10+10) 744m ² of land, more or less, being all of Lot 2 DP 6884 contained in Record of Title 681973 to allow for Te Puke Scouts Group club rooms to remain situated at 3 Stock Road, Te Puke.	
Assessment of advantages and disadvantages including impact on each of the four well-beings:	Ongoing tenure enables the Scouts to deliver their programme, which centres on their stated three key pillars: personal development, adventure, and community engagement.
<ul style="list-style-type: none"> • Economic • Social • Cultural • Environmental 	
Costs (including present and future costs, direct, indirect and contingent costs).	N/A
Option B	
That Council does not grant The Scout Association of New Zealand the right to lease but advertises for expressions of interest from other community groups.	
Assessment of advantages and disadvantages including impact on each of the four well-beings:	Gives opportunity to other community groups to utilise a community building for their clubroom/centre.
<ul style="list-style-type: none"> • Economic • Social • Cultural • Environmental 	If another group is successful then this displaces the Te Puke Scout Group and they would need to seek other premises.
Costs (including present and future costs, direct, indirect and contingent costs).	A substantial cost incurred by Council or a new lessee would be the purchase of the current building from the exiting lessee should TSANZ not be a successful applicant

	and also then chooses to sell the building to Council.
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STATUTORY COMPLIANCE

13. The land on which the scout building is situated is a Local Purpose (Community Use) pursuant to the Reserves Act 1977. A lease will be required under s 61 (2A)(a).

FUNDING/BUDGET IMPLICATIONS

Budget Funding Information	Relevant Detail
	<p>Should a land lease not be entered into with TSANZ either Council or an incoming lessee would require to purchase the building from TSANZ should they choose to not remove the building.</p> <p>A rent will be received from the current lessee and payment of costs for services used on site, i.e., water, pan charges.</p>

ATTACHMENTS

1. **Jamieson Oval/Jubilee Park Reserve Management Plan**  



Te Puke

Jamieson Oval/ Jubilee Park

Reserve specific information		
Address/Location	Commerce Street, Jocelyn Street and Stock Road, Te Puke	
Reserve Act Classification	Fee simple, Local purpose (community use) reserve	
Reserve Category (Primary Purpose)	Neighbourhood	
District Plan Zone	Commercial	
Property ID	205	
Parcel ID	1783/16, 1783/13	
Size	5.2987 HA	
Current State	Open space including sportsfield and carpark	
Maintenance Levels of Service	Grass mowing: Type C	Toilet Cleaning: Summer: 2 x day Winter: 2 x day
Inventory	Carparking, sports fields, open space, pavilion, footpath, seating (6), Exterior lights (5), drinking fountain, court yard garden, rubbish bin (3), Public toilets.	
Utilities	None	
Leases	Te Puke Play Centre and Western BOP Play Centre Association Inc Te Puke Scout Group	Te Puke Toy Library Te Puke Community Gardens - Vincent House Trust Te Puke Art Society Inc

Background

- A concept plan for this reserve was last prepared in 2011, and Council intends to review this concept plan in 2022/23.
- This site is the premier park for Te Puke located in a central location with linkages to the Te Ara Kahikatea Walkway.
- Carparking within the reserve is located along Commerce Lane motor home dump station is located at the toilets along Commerce Lane. The carpark located at this site was used as part of pandemic response as centralised place for freedom camping.
- Site is used for community events including market days and entertainment events.
- Olive tree and plaque in North East corner of carpark commemorates the Battle of Crete.

Reserve Issues

- Reserve currently has two names which can cause confusion.

Reserve Management Approach

- Continue investigation to reclassify part of reserve from fee simple title to local purpose reserve.
- Relocate reserve signs to road frontage.
- Site has been identified as potential site for development of new Te Puke Swimming Pool.
- Freedom Camping Bylaw applies to carpark area of reserve.
- Fireworks displays are permitted on Jamieson Oval / Jubilee Park under the provisions of reserves policy P.11, Fireworks Displays.
- District-wide reserve and objectives apply.
- Investigate opportunity for artwork installation on public toilets location on site.
- Consider future review and update to concept plan.
- Continue to work with Te Ara Kahikatea Pathway Society to promote walkway and cycleway connectivity pursuant to the Walking and Cycling Action Plan.

2021-2031 Long Term Plan

No specific capital projects are planned in 2021-31, but ongoing maintenance will continue. See information above for agreed levels of service.

Photo source: Google Maps



10.3 MEMORANDUM OF UNDERSTANDING FOR THE PROPOSED THUNDER RIDGE MOTORSPORT PARK AT TECT PARK

File Number: A6896144

Author: Gary Allis, Senior Specialist Infrastructure

Authoriser: Peter Watson, Acting General Manager, Infrastructure Group

EXECUTIVE SUMMARY

To update the Council on discussions with Thunder Ridge for the development of a sealed motorsport facility at TECT Park.

To delegate authority to the Chief Executive to finalise and sign a Memorandum of Understanding (MOU) with Thunder Ridge that approves in principle the proposal and thereby enabling lease negotiation and detailed planning to proceed.

RECOMMENDATION

1. That the Senior Specialist Infrastructure's report dated 15 August 2025 titled 'Memorandum of Understanding for the Proposed Thunder Ridge Motorsport Park at TECT Park', be received.
2. That the report relates to an issue that is considered to be of **low** significance in terms of Council's Significance and Engagement Policy.
3. That Council approve, in principle, the proposed development of the Thunder Ridge Motor Sport Park on approximately 70 hectares in the TECT Park Motor Sport zone.
4. That the Chief Executive is delegated authority to finalise and sign the Memorandum of Understanding for Thunder Ridge Motorsport Park.

BACKGROUND

1. TECT Park is jointly owned by Western Bay of Plenty District Council and Tauranga City Council. Western Bay is the administering body and has the authority to enter the MOU and subsequent lease.
2. TECT Park has a 360ha designated motorsport zone which is leased to Te Matai Motorsport. Te Matai Motorsport is made up of motor sport clubs and has been in the park since inception.
3. Thunder Ridge is currently represented by experienced and professional motorsport enthusiasts with a vision to create a sealed motor racing track and facilities at TECT Park in the motorsport zone. This vision is consistent with the purpose of the park and will add a significant number of users and visitors. Thunder Ridge are in the process of establishing a charitable trust (Thunder Ridge Motorsport Park Trust)

which will be the entity that leases the land, undertakes the development and operates Thunder Ridge.

4. Discussions have occurred over the last 2 to 3 years with Thunder Ridge and they have presented the vision and business plan to Council on at least 2 occasions, the most recent being 5th August 2025.
5. A draft MOU that supports in principle the Thunder Ridge development is attached (**Attachment 1**) along with the planned layout and the Motorsport allocation of spaces to the Te Mati Motorsport member clubs (**Attachment 2**). The MOU has been discussed with Thunder Ridge and is generally agreed but requires finalised wording prior to signing.
6. The MOU has some key points that should be noted:
 - The MOU is non-binding and if the lease agreement envisaged by the MOU is not satisfactory to either party then the lease does not proceed.
 - The lease is contingent upon the existing Te Mati Motorsport lease being surrendered; without this Thunder Ridge cannot proceed.
 - Proposed lease term is 33 years with 2 rights of renewal. This is the same as proposed for the other motorsport clubs and the tenure provides security for investment.
 - Sub-leasing will be permitted, terms to be agreed.
 - A ground rental is payable, amount subject negotiation.
 - The ETS liability incurred by the project is the responsibility of Thunder Ridge.
 - The lease will be to Thunder Ridge Motorsport Park Trust, a yet to be established charitable entity.
 - TECT Park will undertake the required subdivision. NOTE subdivision for the other motorsport club leases will occur at the same time.
 - Each party will bear their own costs.
 - It is envisaged that provided the lease terms are agreed construction could commence prior to formal lease signing.

Indicative Project Time Frame

7. This is subject to the signing of the MOU and obtaining agreement for the surrender of the Te Mati Motorsport lease.

Thunder Ridge establishes charitable trust	November
Subdivision consenting	Commences September
Detailed plans and layout provided by Thunder Ridge	October
Lease negotiations concluded	November

Agreement to Lease approved	December/February
Construction subject to lease approval and consent	December
Lease signed after Lease conditions met	2-3 years
Thunder Ridge operational	2-3 years

SIGNIFICANCE AND ENGAGEMENT

8. The Local Government Act 2002 requires a formal assessment of the significance of matters and decision in this report against Council’s Significance and Engagement Policy. In making this formal assessment there is no intention to assess the importance of this item to individuals, groups, or agencies within the community and it is acknowledged that all reports have a high degree of importance to those affected by Council decisions.
9. The Policy requires Council and its communities to identify the degree of significance attached to particular issues, proposals, assets, decisions, and activities.
10. In terms of the Significance and Engagement Policy this decision is considered to be of low significance because it is consistent with the Strategic Plan for TECT Park.

ENGAGEMENT, CONSULTATION AND COMMUNICATION

11. There have been ongoing discussions with Te Mati Motorsport, the current lessee, and with the individual clubs. All are aware of the proposal and support the establishment of Thunder Ridge subject to resolving final questions.

Interested/Affected Parties	Completed/Planned Engagement/Consultation/Communication	
Name of interested parties/groups	Te Matai Motorsport Inc., Thunder Ridge, BOP 4X Wheel Drive Club, Waikato Offroad Racing, Motorsport BOP, BOP Radio Control Car Club, and BOP Drift Club.	
Tangata Whenua	Tangata Whenua participated in the Park Strategic Plan review undertaken in 2023/24, which included the motorsports area. Tangata Whenua will also be involved through the subdivision consent or earthworks consent required for the proposal should the proposal proceed.	Planned Completed
General Public		

Tauranga City Council (TCC)	Updates provided through the Project Team which includes TCC representation.		
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ISSUES AND OPTIONS ASSESSMENT

12. The Council can either approve the proposal for the Thunder Ridge Motorsport Park in principle or not make any decision which essentially declines the MOU and the delegation.

Option A	
Approve the MOU with Thunder Ridge in principle and delegate authority to the CEO to finalise and sign the MOU	
<p>Assessment of advantages and disadvantages including impact on each of the four well-beings</p> <ul style="list-style-type: none"> • Economic • Social • Cultural • Environmental 	<p>Approving the MOU enables the lease negotiation to proceed and detailed planning to occur. The lease is not locked in at this stage and Council can withdraw from negotiations.</p> <p>If Thunder Ridge proceeds then it meets the objectives of TECT Park and supports motorsport in the wider Bay of Plenty.</p> <p>It is forecast that the facility will attract significant visitor numbers and associated economic activity.</p>
Costs (including present and future costs, direct, indirect and contingent costs).	The development costs are the responsibility of Thunder Ridge.
Option B	
That the Thunder Ridge Motorsport park proposal and MOU is not supported.	
<p>Assessment of advantages and disadvantages including impact on each of the four well-beings</p> <ul style="list-style-type: none"> • Economic • Social • Cultural • Environmental 	If agreement in principle is not resolved, then it is likely that the proposal will cease and the opportunity for a significant motorsport facility on the park will be lost.
Costs (including present and future costs, direct, indirect and contingent costs).	No further costs, current expenditure will be a sunk cost.

STATUTORY COMPLIANCE

- 13. The MOU is nonbinding and if negotiations fail then there are no future implications.
- 14. The proposal for the Thunder Ridge development in the Motorsport zone of TECT Park is consistent with the park purpose, vision and strategic plan.

FUNDING/BUDGET IMPLICATIONS

Budget Funding Information	Relevant Detail
	For the MOU and lease negotiation costs are borne by each party. Council costs are covered by the TECT park operational budget and staff time. At this stage costs are being estimate.

ATTACHMENTS

- 1. **Draft Memorandum of Understanding - Thunder Ridge Motorsport Park** 
- 2. **TECT Park Motorsport Zone Space Allocation May 2025** 

Memorandum of Understanding

Motorsport Zone – TECT All Terrain Park

Date:

1. Parties	<p>Western Bay of Plenty District Council (<i>Lessor</i>)</p> <p><i>[note: WBOPDC owns the Land jointly with Tauranga City Council. Subject to obtaining necessary approvals, WBOPDC will be authorised to enter into the Agreement to Lease]</i></p> <p>Thunder Ridge Motorsport Park Trust (<i>Lessee</i>)</p>
2. Property/Premises Description	<p>Approximately 72 hectares of the Motorsport Zone within the TECT All Terrain Park, being part of Lots 1 and 2 Deposited Plan 364476 (RT 594390 and 594391).</p>
3. Documentation	<p>Following the date of this MoU, the parties will use reasonable endeavours to enter into an Agreement to Lease (which shall include an agreed form of deed of lease), generally in accordance with the contents of this MoU.</p>
4. Description of Transaction	<p>A high level overview of the transaction structure is as follows:</p> <ol style="list-style-type: none"> 1. Following the satisfaction or waiver of the conditions contained in the Agreement to Lease, the Lessor will carry out and complete the works required to complete the Subdivision; 2. Upon the satisfaction or waiver of the lease commencement triggers in the Agreement to Lease, the parties will enter into the Deed of Lease (in the form attached to the Agreement to Lease). <p>(the <i>Proposed Transaction</i>).</p>
5. Annual Rental/Commercial Structure of Lease	<p>To be agreed during negotiation of the agreement to lease/deed of lease, but to include:</p> <ol style="list-style-type: none"> 1. A base rent payable (exact amount of this base rent to be confirmed); 2. Other payments by the Lessee (as indicated in the draft form of lease); 3. Rent reviews (as generally indicated in the draft form of lease).
6. Works Commencement Requirements	<p>Before being entitled to access the Premises for the purposes of carrying out the Lessee's Works, the following requirements will need to be satisfied:</p> <ol style="list-style-type: none"> 1. Satisfaction of the following conditions in the Agreement to Lease:

	<ol style="list-style-type: none"> a. the Lessor obtaining the necessary resource consents, and any other necessary internal consents and approvals (<i>Approvals</i>) required to: <ol style="list-style-type: none"> i. carry out the Subdivision; and ii. grant the Lease to the Lessee, <p>(on terms acceptable to the Lessor in its sole and absolute discretion);</p> b. the Lessor procuring the unconditional surrender of the TMMI Lease and that surrender becoming effective (refer section 11 below); <p>2. The following pre-conditions must have been satisfied:</p> <ol style="list-style-type: none"> a. the Lessee must have prepared the Construction Design for the Lessee’s Works (such design to have been approved by the Lessor); b. the Developer must have obtained all resource consents for the Lessee’s Works (such resource consents to have been approved by the Lessor); c. the Lessor must be satisfied (acting reasonably) that: <ol style="list-style-type: none"> i. the Lessee has sufficient capital and funding arrangements available to it in order to carry out the Lessee’s Works; d. the Lessee must have obtained all building/resource consent for the Lessee’s Works; e. any security to be provided by the Lessee must have been delivered to the Lessor.
<p>7. Lessee’s Works</p>	<p>As soon as reasonably practicable following the date the Lessee is entitled to access the Premises to commence the Lessee’s Works, the Lessee will carry out and complete the Lessee’s Works in accordance with usual development obligations, such obligations to be discussed during negotiation of the formal Agreement to Lease and to include:</p> <ul style="list-style-type: none"> • Timing for completing the works; • Insurance requirements; • Health and safety requirements; • Obligations to build in accordance with particular plans and specifications approved by Council; • All statutory and regulatory requirements, including any consent requirements; and

	<ul style="list-style-type: none"> any other requirements negotiated as part of the Agreement to Lease
8. ETS liability	<p>The Lessee intends to approach MPI to obtain an exemption from any liability pursuant to the Climate Change Response Act (including the Emissions Trading Scheme referred to in the Climate Change Response Act) as a result of any deforestation of the Premises required to carry out the development works pursuant to the ATL.</p> <p>If the Lessee is unable to obtain such an exemption, then the Lessee will be solely liable for all costs incurred by the Lessor pursuant to the Emissions Trading Scheme as a result of the Lessee's development of the Premises.</p> <p>TBD – how this liability will be secured (i.e. whether a bond or lump sum upfront payment is required to be made by the Lessee prior to commencing works).</p> <p>The Agreement to Lease will contain an indemnity from the Lessee in favour of the Lessor in respect of any such liability incurred by the Lessor pursuant to the ETS.</p>
9. Partnering/PCG	<p>The parties agree to work collaboratively to deliver a successful project for the mutual benefit of both parties (and will take constructive steps to avoid difference and identify solutions that work for the benefit of both parties).</p>
10. Subdivision	<p>Following receipt of a resource consent (on terms and conditions acceptable to the Lessor in its sole and absolute discretion), the Lessor will be responsible for completing a subdivision of the Land (generally in accordance with an indicative scheme plan attached to this MoU as Schedule 1).</p>
11. TMMI	<p>The parties acknowledge that the existing TMMI lease will need to be surrendered in order for the Lease contemplated by this MoU to proceed. The parties agree to work collaboratively to procure the unconditional surrender of the TMMI lease as soon as reasonably practicable following the date of this MoU.</p>
12. Commencement Date/Term	<p>At a date to be agreed during negotiation of the Lease, being a date following completion of the Lessee's Works.</p> <p>The term is intended to be 33 years (with two rights of renewal).</p>
13. Lease	<p>The form of Lease will be negotiated between the parties, each acting in its sole and absolute discretion.</p> <p>The terms of any subletting of the Premises by the Lessee to be discussed during negotiation of the Lease (any such subletting to be limited to usual occupation subletting, with the Lessee not being</p>

	<p>permitted to subdivide its interest in the Lease, whether pursuant to the Unit Titles Act or otherwise). Any such subletting will be subject to all statutory and regulatory requirements, including any restrictions set out in the Resource Management Act 1991.</p> <p>The Lease will contain a mechanism for the Lessee to be bound by the terms of a Motorsport "User Group" forum (whereby all tenants/occupiers of the Motorsport Zone agree to be bound by a high level framework in terms of the use of certain common areas within the Motorsport Zone).</p>
14. Target Dates/Sunset Date	<p>Parties to discuss appropriate target dates for completion of the subdivision (and subsequent grant of the Lease).</p> <p>There will also be appropriate target dates and sunset dates for the Lessee to achieve practical completion of the Lessee's Works (with the Lessor having the ability to terminate the Agreement and the Lease if the works are not complete by the relevant sunset date, intended to be three years from the date the Agreement is executed).</p>
15. Confidentiality	<p>The parties must treat all information made available by or on behalf of the other party pursuant to the Proposed Transaction as strictly private and confidential.</p> <p>The obligations in this section will not prevent disclosure of the confidential information by either party to:</p> <ol style="list-style-type: none"> 1. its legal advisers, consultants and financiers who have a "need to know" in relation to the Proposed Transaction; and 2. where necessary, to comply with any applicable law or the requirements of any regulatory body (including pursuant to the Local Government Official Information and Meetings Act 1987) or where reasonably necessary for the parties to comply with its obligations under the Agreement and the Lease to be entered into pursuant to this MoU.
16. Exclusivity	<p>Council will not enter into negotiations with any other party in respect of a lease of the Premises for a period of four months from the date of this MOU (save that this does not apply to any ongoing discussions with the individual motorsport clubs in respect of the leases of those clubs' premises).</p>
17. Costs	<p>The parties shall each bear their own costs associated with the negotiation and drafting of this MoU.</p>
18. General	<p>The terms of this MoU are not legally binding on the parties, save for Confidentiality (Section 15), Exclusivity (Section 16) and Costs (Section 17).</p>

	<p>Following the date of this MoU, the parties will negotiate reasonably and attempt to agree the Agreement to Lease. Nothing in this MoU requires the parties to negotiate beyond 19 December 2025, and if the Agreement to Lease anticipated by this MoU is not entered into by this date either party may (in its sole discretion) withdraw from negotiations.</p>
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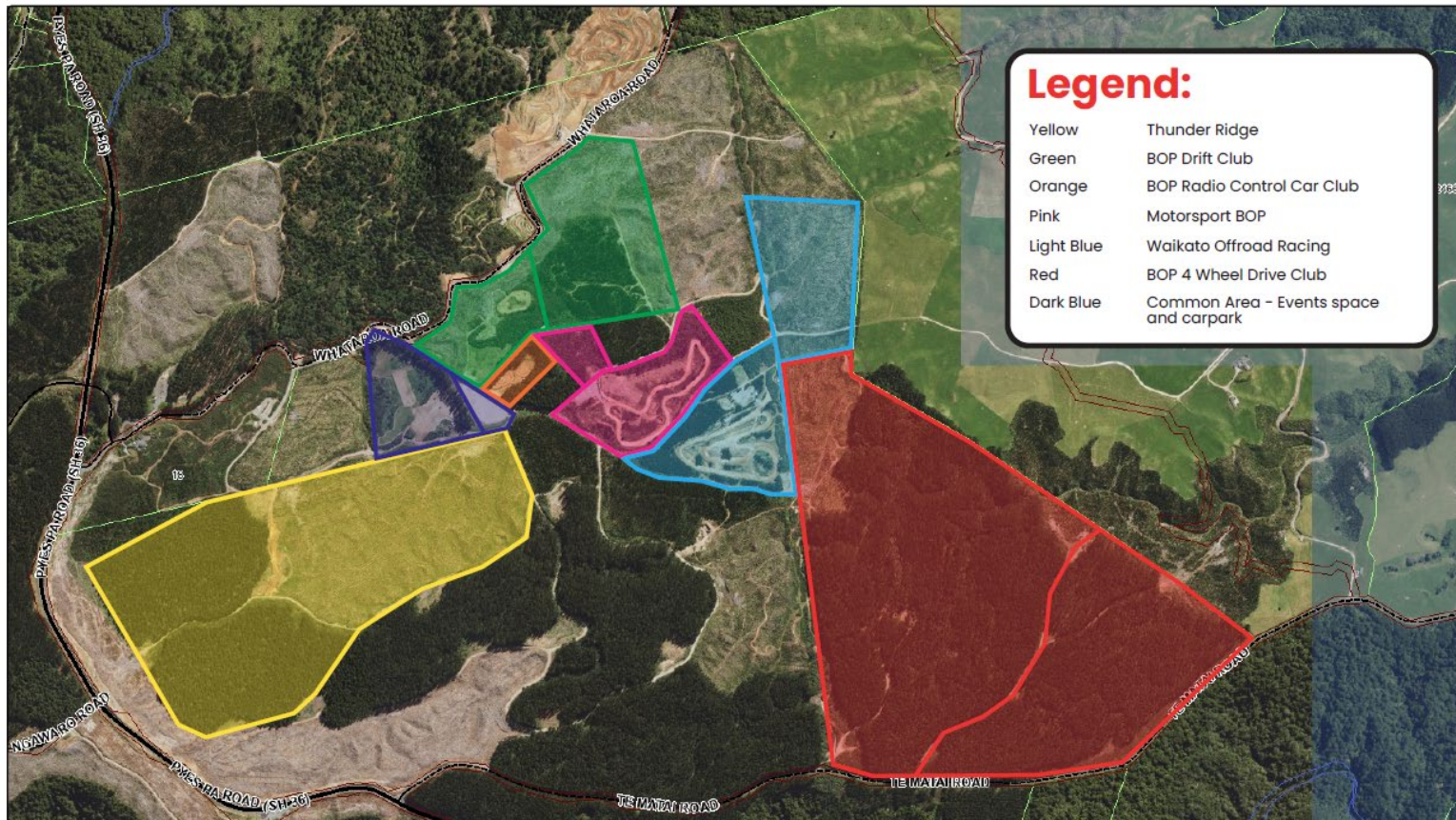
DRAFT

Executed by:

[to be completed once HOA ready to sign]

DRAFT

Schedule 1 – Subdivision Plan



Produced using ArcMap by the Western Bay of Plenty District Council GIS Team.
 Crown copyright reserved. LINZ digital license no. HW/352200/03 & TD093522.
 Location of services is indicative only. Council accepts no liability for any error.
 Archaeological data supplied by NZ Archaeological Assoc/Dept. of Conservation.

Date: 07/08/2025
 Operator: Geocortex
 A3 Scale 1: 10,000
 0 500 Meters



TECT Park Motorsport Zone Space Allocation May 2025



10.4 RESERVE CLASSIFICATION OF WAIHĪ BEACH COMMUNITY CENTRE RESERVE AND OROPI MEMORIAL HALL CARPARK LAND

File Number: A6871762

Author: Joanne Hin, Legal Property Officer Reserves & Facilities

Authoriser: Peter Watson, Acting General Manager, Infrastructure Group

EXECUTIVE SUMMARY

The land on which the Waihī Beach Community Centre and the Oropi Memorial Hall carpark are located have not been formally classified under the Reserves Act 1977. To legally assign a classification to these reserves, a resolution from Council is required.

RECOMMENDATION

1. That the Legal Property Officer Reserves and Facilities' report, dated 15 August 2025 titled 'Reserve Classification of Waihī Beach Community Centre Reserve and Oropi Memorial Hall Carpark Land', be received.
2. That the report relates to an issue that is considered to be of **low** significance in terms of Council's Significance and Engagement Policy.
3. That Council, in its capacity as administrating body of the reserve, resolves that the following reserves are classified in accordance with the Reserves Act 1977, s16 (2A) and classified as "Local Purpose (Community Use) Reserve" in accordance with the Reserves Act 1977, s23.

Land Description	Title	Vesting date	Land area	Hall/Community Centre	Lessee (Incorporated Society)
Lot 1 DPS 65226	SA60A/140 – Vested as <i>Local Purpose (Community Use) Reserve</i>	1996	2.0660ha	Waihī Beach Community Centre	Waihī Beach Community Centre Society Inc
Lot 3 DP 539566 – carpark area (*Lot 1 DPS 710, hall site – already gazetted)	902614 – Vested as <i>Local Purpose Reserve</i>	2020	1426m ²	Ōropi Memorial Hall	The Ōropi Settlers Incorporated

BACKGROUND

1. When a subdivision survey plan for deposit specifies that the land will vest in Council as a reserve under the Reserves Act 1977, the land is deemed to be subject to the Act once deposited. However, it remains unclassified until Council passes a formal resolution. The resolution is then notified to the Commissioner who in turn updates the land register. The Director-General of Conservation has the authority to appoint

specific officers as Commissioners for the purposes of the Reserves Act. A gazette notice will be published to record the classification type on the title.

2. The reserves in the table above and shown on **Attachment 1** were vested as reserve in 1995 (Waihi Beach Community Centre) and 2020 (Oropi Hall Carpark) but not formally classified. Classifying the land will give full legal effect to the management plan and ensure the land’s status is accurately reflected, including within the new lease agreements with the community centre and hall committees that will shortly be entered into.

SIGNIFICANCE AND ENGAGEMENT

3. The Local Government Act 2002 requires a formal assessment of the significance of matters and decision in this report against Council’s Significance and Engagement Policy. In making this formal assessment there is no intention to assess the importance of this item to individuals, groups, or agencies within the community and it is acknowledged that all reports have a high degree of importance to those affected by Council decisions.
4. The Policy requires Council and its communities to identify the degree of significance attached to particular issues, proposals, assets, decisions, and activities.
5. In terms of the Significance and Engagement Policy, this decision is considered to be of low significance because the resolution requested concludes a legal process to formally classify reserve land.

ENGAGEMENT, CONSULTATION AND COMMUNICATION

6. No such public notice shall be necessary where the classification proposed is a condition subject to which the land was acquired for reserve purposes. In this case the land was vested by subdivision. Regardless of the type of reserve that may be noted on the subdivision plan prior to classification using s16(2A) Council may either select the same or another type of reserve classification that best suits the use of the land. In this case the classification proposed is Local Purpose (Community Use) Reserve.

ISSUES AND OPTIONS ASSESSMENT

Option A					
<p>That Council, in its capacity as administrating body of the reserve, resolves that the following reserves are classified in accordance with the Reserves Act 1977, s16 (2A) and classified as “Local Purpose (Community Use) Reserve” in accordance with the Reserves Act 1977, s23.</p>					
Land Description	Title	Vesting date	Land area	Hall/Community Centre	Lessee (Incorporated Society)

Lot 1 DPS 65226	SA60A/140 – Vested as <i>Local Purpose (Community Use) Reserve</i>	1996	2.0660ha	Waihi Beach Community Centre	Waihi Beach Community Centre Society Inc
Lot 3 DP 539566 – carpark area (*Lot 1 DPS 710, hall site – already gazetted)	902614 – Vested as <i>Local Purpose Reserve</i>	2020	1426m ²	Ōropi Memorial Hall	The Ōropi Settlers Incorporated
Assessment of advantages and disadvantages including impact on each of the four well-beings:			Concludes the legal process for reserve land classification.		
<ul style="list-style-type: none"> • Economic • Social • Cultural • Environmental 			Should Council do nothing, then as per section 16(6) of the Reserves Act 1977 the land is to be held and administered for the purpose of its existing reservation, and the Council shall continue to control and manage the reserve under the appropriate provisions of the Act pending its classification.		
Costs (including present and future costs, direct, indirect and contingent costs).			A small administration cost will be incurred for issuing a gazette notice that will record the classification on the land title.		

STATUTORY COMPLIANCE

7. Where a reserve has been vested in Council and has been created under part 10 of the Resource Management Act 1991 (Reserves Act s16(2A)(g)) Council must by resolution classify the reserve according to its principal or primary purpose, typically recreation or local purpose reserve.
8. Section 41 of the Reserves Act sets out the requirements for management plans. Section 41 (3) requires that a management plan shall provide for and ensure the use, enjoyment, maintenance, protection, and preservation, as the case may require, and, to the extent that the administering body's resources permit, the development, as appropriate, of the reserve for the purposes for which it is classified.

FUNDING/BUDGET IMPLICATIONS

Not applicable.

ATTACHMENTS

1. **Location of Oropi Memorial Hall Carpark and Waihi Beach Community Centre**  

10.5 DELEGATIONS – RESOURCE MANAGEMENT ACT 1991**File Number:** A6879351**Author:** Lizzie McEwan, Executive Assistant and Privacy and Official Information Advisor**Authoriser:** Alison Curtis, General Manager Regulatory Services**EXECUTIVE SUMMARY**

The purpose of this report is to delegate the following functions, powers and duties of Council, pursuant to section 34A of the Resource Management Act 1991 (RMA), to the positions ('Delegates') specified in **Attachment 1**.

This report is the result of a routine, internal assessment of staff delegations within Locodelegations (Council's delegation software).

RECOMMENDATION

1. That the Privacy and Official Information Advisor's report dated 15 August 2025 titled 'Delegations – Resource Management Act 1991' be received.
2. That the report relates to an issue that is considered to be of **low** significance in terms of Council's Significance and Engagement Policy.
3. That, pursuant to section 34A of the Resource Management Act 1991 (RMA), Council delegates those of its functions, powers and duties to the positions ('Delegates') specified in Attachment 1.

BACKGROUND

1. The summary of changes outlined in **Attachment 1** depicts the result of a standard, routine review and alignment of delegations to Council staff.
2. Section 34A of the RMA prohibits sub-delegation by the Chief Executive Officer of functions, powers and duties under the RMA to other Delegates. Therefore, all delegations under these Acts must be made by resolution of full Council.
3. Delegates are not permitted to sub-delegate any of the functions, powers and duties delegated to them by Council under the RMA.
4. Authority of a Council Employee Acting in a Delegate's Position:
 - a) Where a Council employee is appointed to act in the position of a Delegate, that Council employee shall be deemed to have the delegated authority of the Delegate for the duration that he/she is appointed to act in that position.

- b) This is consistent with section 14 of the Interpretation Act 1999 (Exercise of Powers by Deputies) which specifies that a person lawfully acting in an office may exercise any of the powers conferred on the holder of that office.
5. Authority of a Non-Council Employee Acting in a Delegate's Position:
- c) Where an individual who is not a Council employee is appointed to act in the position of a Delegate (such as a consultant who is seconded to the Council), that individual shall not have delegated authority.
 - d) However, the individual shall have the authority to do anything before a final decision on such a matter (if those powers have been delegated to the position holder in whose position the individual is acting).
6. The delegations included in **Attachment 1** reflect the functions, powers, and duties that Council staff require, in order to fulfil Council's obligations under the RMA, and to continue to provide efficient and effective service to our customers. For example, the ability to enter land for the purpose of compliance and the monitoring of resource consent conditions, to make decisions around notification of resource consents.
7. Each delegation must be read and interpreted in conjunction with the legislative provision to which it relates.

SIGNIFICANCE AND ENGAGEMENT

8. The Local Government Act 2002 requires a formal assessment of the significance of matters and decision in this report against Council's Significance and Engagement Policy. In making this formal assessment there is no intention to assess the importance of this item to individuals, groups, or agencies within the community and it is acknowledged that all reports have a high degree of importance to those affected by Council decisions.
9. The Policy requires Council and its communities to identify the degree of significance attached to particular issues, proposals, assets, decisions, and activities.
10. In terms of the Significance and Engagement Policy, this decision is of low significance because approval of this schedule of delegations will ensure that decisions are made by appropriately qualified delegated officers and mitigate against the risk of legal challenge.

ISSUES AND OPTIONS ASSESSMENT

To delegate Western Bay of Plenty District Council’s functions, powers and duties under the RMA to the Delegates detailed in Attachment 1 .	
<p>Reasons why no options are available: Section 79 (2) (c) and (3) Local Government Act 2002</p>	<p>To enable Delegates to perform their contracted duties and ensure that any action taken by those staff is in accordance with the RMA.</p> <p>To enable the effective and efficient administration of Council’s legislative obligations under the RMA.</p>

STATUTORY COMPLIANCE

11. Council is required to specify what parts of the RMA are delegated to which Delegate. The delegations will be assigned to a position/role/Delegate, not a staff member, and therefore will apply to any future employees that take over that position.
 - *E.g., Section 332 ‘powers of entry for inspection’ will be delegated to the Compliance Officer.*
12. If the position needs additional or fewer delegations, another report to Council will be provided to change the scope of the delegations as per section 34A of the RMA.
13. If there are delegations that have not been included in this report another report to Council will be provided to change the scope of the delegations.

ATTACHMENTS

1. **CL20250815 – Resource Management Act 1991 Delegations** 

11 INFORMATION FOR RECEIPT**12 RESOLUTION TO EXCLUDE THE PUBLIC****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
12.1 - Recommendatory Report- Development Waikite Road - Financial Contributions (FinCos) and Rating Matters	<p>s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information</p> <p>s7(2)(e) - the withholding of the information is necessary to avoid prejudice to measures that prevent or mitigate material loss to members of the public</p> <p>s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	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
12.2 - Te Puke Wastewater Treatment Plant - Contract Matters	s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to

	<p>making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information</p> <p>s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p> <p>s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	<p>result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7</p>
<p>12.3 - Infrastructure Services - Procurement of Contracts During Council's Interregnum Period 2025</p>	<p>s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information</p> <p>s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p>	<p>s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7</p>
<p>12.4 - Riskpool Update to Western Bay of Plenty District Council</p>	<p>s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of</p>	<p>s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would</p>

	the person who supplied or who is the subject of the information	exist under section 6 or section 7
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