



Notice of Meeting

A meeting of the Tararua District Council will be held in the Council Chamber, 156 High Street, Dannevirke on **Wednesday 25 June 2025** commencing at **9:30 am**.

Bryan Nicholson
Chief Executive

Agenda

- 1. Welcome and Meeting Opening**
- 2. Council Prayer**
- 3. Apologies**
- 4. Public Forum**

A period of up to 30 minutes shall be set aside for a public forum. Each speaker during the public forum section of a meeting may speak for up to five minutes.

Standing Orders may be suspended on a vote of three-quarters of those present to extend the period of public participation or the period any speaker is allowed to speak.

With the permission of the Mayor, members may ask questions of speakers during the period reserved for public forum. If permitted by the Mayor, questions by members are to be confined to obtaining information or clarification on matters raised by the speaker.

- 5. Presentation**
- 5.1 Presentation - Positively Woodville**

Members of Positively Woodville Community Committee will be in attendance to speak to Council about their proposed skatepark for Woodville.

6. Notification of Items Not on the Agenda

Major items not on the agenda may be dealt with at this meeting if so resolved by the Council and the chairperson explains at the meeting at a time when it is open to the public the reason why the item was not listed on the agenda and the reason why discussion of the item cannot be delayed until a subsequent meeting.

Minor matters not on the agenda relating to the general business of the Council may be discussed if the chairperson explains at the beginning of the meeting, at a time when it is open to the public, that the item will be discussed at that meeting, but no resolution, decision or recommendation may be made in respect of that item except to refer it to a subsequent meeting.

7. Declarations of Conflicts of Interest in Relation to this Meeting's Items of Business

8. Confirmation of Minutes

5

Recommendation

That the minutes of the Council meeting held on 28 May 2025 (as circulated) , Extraordinary Council meeting held on 4 June 2025 (as circulated) and Extraordinary Council meeting held on 11 June 2025 (as circulated) be confirmed as true and accurate records of the meetings.

9. Community Boards and Community Committees Reports

9.1 Minutes - Explore Pahiatua Community Committee

26

Recommended

That the minutes of the Explore Pahiatua Community Committee meeting held 04 June 2025 be received.

9.2 Minutes - Eketahuna Community Board

35

Recommended

That the minutes of the Eketāhuna Community Board meeting held 9 June 2025 be received.

9.3 Minutes - Dannevirke Community Board

42

Recommendation

That the minutes of the Dannevirke Community Board meeting held 16 June 2025 be received.

Note: Any of the Community Boards and Community Committees may send a representative to address the Council on any issues within the agenda or matters of interest to them.

10.	Reports	
10.1	Disposal Plans for Rationalisation of Land and Buildings	49
10.2	Adoption of Annual Plan 2025-26 and Schedule of Fees and Charges	215
10.3	Rates Resolution for 2025-26 Financial Year	229
10.4	Election Campaigning - Protocols for Current Elected Members	237
10.5	Requests for Information under the Local Government Official Information and Meetings Act 1987	243

11. Portfolio Reports

Councillors assigned the responsibility to undertake the portfolio for a specific activity can report back on any of these matters.

12. Mayoral Matters

13. Items not on the Agenda Accepted in Accordance with the Procedure Outlined as per Agenda Item 4

14. Public Excluded Items of Business

Recommendation

That the public be excluded from the following parts of the proceedings of this meeting, namely:

Land Purchase - Dannevirke Impounded Water Supply – Memorandum of Agreement

The general subject 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 (1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution follows.

<i>General subject matter to be considered</i>	<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under Section 48 (1) for the passing of this resolution</i>
<i>Land Purchase - Dannevirke Impounded Water Supply – Memorandum of Agreement</i>	<i>To protect commercial and industrial negotiations</i>	<i><Section (1)(a)(i)</i>

This resolution is made in reliance on Section 48 (1) (a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or

interests protected by Section 6 or Section 7 of that Act or Section 6 or Section 7 or Section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as follows:

s7(2)(i) The withholding of the information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).

15. Closure



Minutes of a meeting of the Tararua District Council held in the Council Chamber, 156 High Street, Dannevirke on Wednesday 28 May 2025 commencing at 9:30 am.

1. Present

Her Worship the Mayor - Mrs T H Collis, Crs E L Peeti-Webber (Deputy Mayor), N L Chase, A K Franklin, S M Gilmore, P A Johns, M F Long, K A Sutherland, S A Wallace and S M Wards

In Attendance

Mr B Nicholson	- Chief Executive
Mrs K Tani	- Group Manager – Strategy and Information
Ms S Lowe	- Group Manager – People, Capability and Customer Experience
Mr H Featonby	- Group Manager - Operations
Ms J Smith	- Legal Counsel and Procurement Manager (via Teams)
Mr P Wimsett	- Chief Advisor
Mr J Single	- Regulatory Services Manager
Mrs S Walshe	- Finance Manager
Mrs B Fowler	- Senior Financial Accountant
Ms E Roberts	- Revenue Manager
Ms A Charmley	- Planning Services Manager
Mrs S Fountaine	- Community Engagement Officer
Mrs A Dunn	- Manager – Democracy Services

2. Council Prayer

The Mayor opened the meeting with the Council Prayer.

3. Apologies

There were no apologies.

4. Petition

4.1 Petition Against Closure of Dannevirke Information Centre

Alison Amboy presented her petition against the closure of the Dannevirke

Information Centre, with 463 signatures. The statement of petition was: *"The Dannevirke Information Centre is an important service that supports and provides many services in the Dannevirke. It is a vital resource for those in our area who may not be as comfortable with digital technology, offering them a space where they can access the knowledge and services they need. The Dannevirke Information Centre acts as a crucial hub for promoting local businesses and tourism. This centre provides the visibility they need and fosters economic growth, bringing more opportunities and jobs to our community. Closing this centre would mean a significant loss of resources and support. Not only would it impact individuals who rely on its services, but it would also diminish our community's capacity to support local commerce and tourism. Join me in calling for action to save the Dannevirke Information Centre. Please sign this petition to show your support and help secure a vibrant future for our community."*

In speaking to the petition she noted her concerns that there was no information in the Long Term Plan regarding the planned closure of the information centre, that the decision to close the information centre was not publicly communicated and the community were not able to have their say on this decision, gave an example of a decision taken by the Council to provide an interest free loan to an organisation in the southern part of the district and her opinion that this funding should have been directed to the information centre instead, and that the Council was not seeking to keep the employee of the information centre. She asked that the Council reconsider the decision to close the information centre or re-open consultation on this matter.

That the petition be received.

Crs Peeti-Webber/Gilmore

Carried

5. Public Forum

5.1 Public Forum – Pahiatua Menz Shed

Brian Dent, of Pahiatua Menz Shed spoke about the number of Menz Sheds in New Zealand, which were about 187 and outlined their purpose as a social centre for retired men, where they share skills and give back to the community. He spoke about how at their shed they have carpenters, engineers, electricians, many skills. As a group they have become involved with many organisations within Pahiatua. Their need is for a permanent home. So far, they have been going for five years and have had three homes. The owners of their current premises were not willing to enter into a lease arrangement with them, and has come to Council to seek use of a council building for their activity. They have 13 members at the moment. He felt there were a number of buildings in Pahiatua that Council owned, and would appreciate support from Council for providing premises for them. In response to questions about any particular buildings he was interested in, he noted there was a building at the recycling centre that they were interested in using. It was advised the building at the recycling centre was not available, however there were a number of empty buildings in Pahiatua that

were not Council owned that could be potential premises. It was also suggested that publicity through the local newspaper could be useful in finding premises.

6. Notification of Items Not on the Agenda

Nil

7. Declarations of Conflicts of Interest in Relation to this Meeting's Items of Business

Nil

8. Confirmation of Minutes

That the minutes of the Council meeting held on 30 April 2025 (as circulated) be confirmed as a true and accurate record of the meetings.

Crs Wallace/Chase

Carried

That the minutes of the Extraordinary Council meeting held on 7 May 2025 (as circulated) be confirmed as a true and accurate record of the meetings.

Crs Johns/Wards

Carried

That the minutes of Extraordinary Council meeting held on 21 May 2025 (as circulated) be confirmed as a true and accurate record of the meetings.

Crs Johns/Peeti-Webber

Carried

9. Community Boards and Community Committees Reports

9.1 Minutes - Explore Pahiatua Community Committee

That the minutes of the Explore Pahiatua Community Committee meeting held 07 May 2025 be received.

Crs Gilmore/Long

Carried

9.2 Minutes - Positively Woodville Community Committee

That the minutes of the Positively Woodville Community Committee meeting held 6 May 2025 be received.

Crs Gilmore/Long

Carried

9.3 **Minutes - Eketahuna Community Board**

That the minutes of the Eketāhuna Community Board meeting held 12 May 2025 be received.

Crs Gilmore/Long

Carried

9.4 **Minutes - Dannevirke Community Board**

That the minutes of the Dannevirke Community Board meeting held 19 May 2025 be received.

Crs Gilmore/Long

Carried

10. Reports

10.1 **Proposed Alternate Electricity for Dannevirke Wastewater Operation - Rangitāne o Tamaki nui-a-Rua Charitable Trust Solar System**

The Tararua District Council considered the report of the Chief Advisor dated 16 May 2025 that sought to obtain from Council to finalise a right to occupy and electricity supply contract for a floating solar array on Pond 4 of the Dannevirke Wastewater pond at 122 Makirikiri Road, Dannevirke.

Lorraine Stephenson, Rangitāne o Tamaki nui-a-Rua, and Matiu Taurau and Anthony Pearse of Tu Mai Ra Energy, were in attendance to answer questions about the proposal.

The Chief Advisor spoke about the service level improvements expected, the cost savings, and impact of improving resilience for the wastewater treatment plant.

In response to questions, clarification was provided that the Council would receive power from the floating array, there would be no additional cost to Council for the connection, and that the Council would pay for power used at the discounted rate. Assurance was sought around insurance for any damage that may be caused by the array, for example should it break free during a storm and damage the pond liner, and it was noted that the Runanga had insurance to cover such matters.

Mr Matiu Taurau, Chief Executive of Tu Mai Ra Energy, gave a presentation that provided background on the project and outlined the business case for the project.

Councillor Long left the meeting at 10:40am and returned at 10:43am

The Chief Executive noted that the proposed agreement would be brought before Council to ensure there was comfort with the agreement being entered into.

That the report from the Chief Advisor dated 16 May 2025 concerning the

Proposed Alternate Electricity for Dannevirke Wastewater Operation - Rangitāne o Tamaki nui-a-Rua Charitable Trust Solar System be received.

That Council authorise the Chief Executive to proceed to enter the necessary agreements with Rangitāne o Tamaki nui-a-Rua Charitable Trust for the supply of electricity and in turn for Council to provide a right to occupy the land on which Pond 4 and some adjacent land for the purpose of constructing, generating, transmitting and storing electricity by way of a floating solar array The Solar System”.

Crs Sutherland/Johns

Carried

Cr M Long recorded his vote against the motion.

The meeting adjourned at 11:38am and resumed at 11:58am.

10.2 Deliberation on matters raised through Local Water Done Well Consultation

The Tararua District Council considered the report of the Chief Advisor dated 07 May 2025 that presented the results of the public consultation on the Local Water Done Well proposal, and sought discussion on each of the matters raised through the consultation, and sought a decision on the future of Water Services delivery for adoption by Council at its June 2025 meeting.

The Chief Advisor noted that the Council was at the point of needing to determine whether the Tararua District Council would stand alone, or would enter into the Council-controlled organisation model with the Wairarapa Councils. He noted the three Wairarapa Councils had agreed to proceed with the Council-controlled organisation model, with some caveats and ideas that would be included in the decision-making report that would be brought before Council at its meeting scheduled for 11 June 2025.

He spoke about:

Benefits

Ring fencing for pricing to prevent cross subsidisation

Controls from organisations such as the Local Government Funding Agency, Commerce Commission and Taumata Arowai

Development contributions

Statement of expectations

Then shareholder input to the strategy

He noted that work was currently underway on the key documents for this, and highlighted that none of this was voluntary, it was required via an Act of

Parliament.

He further noted the Government's indications that additional regulation would be coming for three waters, and the opportunity to reduce costs by working with other councils.

Clarification was sought on the percentage of debt that can be transferred to the new entity. In response it was noted that the Department of Internal Affairs had identified two models in their report to the Council last year, which would be based on what Wai+T model looked like. The Chief Advisor explained the internal borrowing component, which would be what each council brings as net equity per connection for the services. In response to whether shareholding in the entity would be proportional and if so, whether that impact Council's voice within the entity, it was noted that the way that Councils influence the Council-controlled organisation would be through the Letter of Expectation. The Statement of Intent would then come back from the Council-controlled organisation to the Councils.

In response to a questions about whether it would it be possible for the Tararua District Council to complete an enhanced status quo plan as well to enable the community to see what it would look like as a comparison, it was noted that the problem would be in developing all of the other material that is required in the Act. The Chief Executive noted that the decision required by the Council needed to be based on the merit of information currently before Council, and that matters of concerns being raised were matters for consideration at the negotiating table. He highlighted the significant changes that would be required should Council decide to set up a single-council entity, and the additional costs that would apply to comply with the new regulations when they were introduced. It was advised that should a member Council not continue with the Council-controlled organisation model, then officers would come back to the Council with additional options at that point.

That the report from the Chief Advisor dated 07 May 2025 concerning the Deliberation on matters raised through Local Water Done Well Consultation be received.

That the late submission received on 7 May 2025 from S Hammond be accepted.

That responses to matters raised through submissions be made as set out in Section 5 of the report of the Chief Advisor dated 7 May 2025.

That Option 1, the Joint Wairarapa Tararua Council Controlled Organisation option, be submitted to Council for adoption on 11 June 2025 for the delivery of Water Services in the Tararua District.

Mayor Collis/Wards

Carried

Cr M Long recorded his vote against the motion.

The meeting adjourned at 1:49pm and resumed at 2:17pm.

10.3 Contestable Fund Round 2

The Tararua District Council considered the report of the Group Manager – Strategy and Community Wellbeing dated 17 April 2025 that presented the assessment and funding recommendations for the contestable funds applications. The following declarations of interest were made, with Councillors not participating in the debate or decision-making on applications where they had a conflict of interest:

Mayor Collis: Friends of the Dannevirke Domain

Councillor Peeti-Webber: Dannevirke Community Board

Councillor Johns: Woodville Bowling Club, Woodville Art Society

Councillor Wards: Dannevirke Sports Club

Councillor Gilmore: Tararua REAP

The report briefly outlined the evaluation process, including criteria used to assess applications and the collaborative scoring approach undertaken by key stakeholders.

With regard to the funding criteria, it was noted that there was a need to provide more clarity to guide applicants.

During consideration of the funding applications, the Council agreed to consider a number of these separately where members disagreed with the officers' recommended funding.

With regard to applications received from individuals for support for competing in international events as a representative, the Council noted the previous parameters of the International Representatives Fund, which set a funding limit dependent on whether the event was being held in Australasia or further afield. The Council proposed setting these amounts by resolution for clarity.

That the following amounts apply to requests for funding for International Representatives:

Domestic travel - \$500 per competitor

Australia travel - \$1,000 per competitor

International travel - \$1,500 per competitor

Crs Peeti-Webber/Chase

Carried

That Lucas Knight be granted \$1,500 from the Contestable Fund.

Crs Peeti-Webber/Chase

Carried

That Ruahine Ramblerz be granted \$1,578.50 from the Contestable Fund.

Crs Wallace/Chase

Carried

That Cape Turnagain Golf Club be granted \$1,000 from the Contestable Fund.

Crs Peeti-Webber/Chase

Carried

That the Ruahine Māori Wardens 1997 be granted \$2,000 from the Contestable Fund.

Crs Chase/Collis

Carried

That Te Ahu a Turanga Marae be granted \$500 from the Contestable Fund towards the Matariki event.

Crs Gilmore/Johns

Carried

That Woodville Art and History Inc be granted \$1,500 from the Contestable Fund.

Crs Gilmore/Franklin

Carried

That the Dannevirke Community Board be granted \$5,000 from the Contestable Fund.

Crs Wallace/Gilmore

Carried

That the Dannevirke Sports Club Inc be granted \$2,000 from the Contestable Fund.

Crs Wallace/Sutherland

Carried

That the Eketāhuna Golf Club Inc be granted \$1,920.50 from the Contestable Fund.

Crs Gilmore/Peeti-Webber

Carried

That the report from the Group Manager - Strategy and Community Wellbeing dated 17 April 2025 concerning the Contestable Fund Round 2 be received.

That the application for Te Tahua o Rangitane Limited, is not awarded the pre-allocated \$10,000.

That allocation of final amounts, to the total of \$50,000 be determined as follows:

<i>Applicant</i>	<i>Amount Requested</i>	<i>Amount Recommended</i>	<i>Amount Allocated</i>
<i>Te Tahua o Rangitane Limited</i>	<i>\$20,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Pahiatua Bowling Club</i>	<i>\$4,284.70</i>	<i>\$1,500.00</i>	<i>\$1,500.00</i>
<i>Mr Aidan Lyons</i>	<i>\$3,744.52</i>	<i>\$3,500.00</i>	<i>\$3,500.00</i>
<i>Friends of Mangatainoka-Pahiatua Cemetery</i>	<i>\$9,462.00</i>	<i>\$2,000.00</i>	<i>\$2,000.00</i>
<i>Ruahine Ramblerz</i>	<i>\$1,578.50</i>	<i>\$0.00</i>	<i>\$1,578.50</i>
<i>Dannevirke Bowling Club (inc)</i>	<i>\$6,458.84</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Eketahuna Golf Club Incorporated</i>	<i>\$8,000.00</i>	<i>\$0.00</i>	<i>\$1,941.50</i>
<i>Te Rehunga Public Hall Society</i>	<i>\$26,222.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Ngati Kahungunu ki Tamaki-nui-a-Rua</i>	<i>\$16,800.00</i>	<i>\$0.00</i>	<i>\$4,500.00</i>
<i>Dannevirke Gallery of History</i>	<i>\$6,974.00</i>	<i>\$2,115.00</i>	<i>\$2,115.00</i>
<i>Makirikiri Marae Komiti</i>	<i>\$6,300.00</i>	<i>\$2,000.00</i>	<i>\$2,000.00</i>
<i>Friends of the Dannevirke Domain</i>	<i>\$22,042.29</i>	<i>\$10,940.00</i>	<i>\$10,940.00</i>
<i>Ruahine School Parents for Kids</i>	<i>\$9,669.97</i>	<i>\$5,000.00</i>	<i>\$1,500.00</i>
<i>Pahiatua Junior Football Club</i>	<i>\$2,835.00</i>	<i>\$2,835.00</i>	<i>\$2,835.00</i>
<i>Dannevirke Community Board</i>	<i>\$24,408.00</i>	<i>\$2,500.00</i>	<i>\$5,000.00</i>
<i>Cape Turnagain Golf Club</i>	<i>\$1,000.00</i>	<i>\$0.00</i>	<i>\$1,000.00</i>
<i>Lucas Knight</i>	<i>\$15,000.00</i>	<i>\$10,000.00</i>	<i>\$1,500.00</i>
<i>Tararua REAP</i>	<i>\$1,880.00</i>	<i>\$410.00</i>	<i>\$410.00</i>
<i>A L Clarke Shearing Ltd</i>	<i>\$9,500.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Ormondville Hall & Domain Board</i>	<i>\$21,000.00</i>	<i>\$4,000.00</i>	<i>\$4,000.00</i>
<i>Woodville Bowling Club</i>	<i>\$2,200.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Woodville Art & History, Inc.</i>	<i>\$3,210.00</i>	<i>\$0.00</i>	<i>\$1,500.00</i>
<i>Dannevirke Community Garden</i>	<i>\$6,000.00</i>	<i>\$2,000.00</i>	<i>\$2,000.00</i>
<i>Dannevirke Regent Cinema Inc</i>	<i>\$5,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Dannevirke Sports Club Incorporated</i>	<i>\$5,000.00</i>	<i>\$0.00</i>	<i>\$2,000.00</i>
<i>Ormondville Rail Preservation Group Inc</i>	<i>\$18,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Weber Community Committee</i>	<i>\$700.00</i>	<i>\$700.00</i>	<i>\$700.00</i>
<i>Ruahine Maori Wardens 1997</i>	<i>\$7,000.00</i>	<i>\$0.00</i>	<i>\$2,000.00</i>
<i>Te Ahu A Turanga Marae</i>	<i>\$2,564.12</i>	<i>\$500.00</i>	<i>\$500.00</i>
<i>Lumina Solar</i>	<i>\$13,218.35</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Jamie Monaghan</i>	<i>\$4,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>

	Total	\$285,052.29	\$50,000.00	
--	--------------	---------------------	--------------------	--

That eligibility criteria be reviewed and agreed upon for future rounds.

That Council adopt different assessment process for future rounds, as outlined in Option 1 - A panel comprising the Mayor, Tamaki Nui-A-Rua Māori Ward Councillor, Southern Ward Councillor, and Northern Ward Councillor collaboratively reviews and scores applications, with their determinations being final.

Crs Peeti-Webber/Gilmore

Carried

The meeting adjourned at 3:53pm and resumed at 3:54pm.

It was noted that items related to the Finance Management Report and Third Quarter Report on results would be left lying on the table and brought back to the table at the next extraordinary meeting of Council.

10.4 Urban Enhancement Strategy

The Tararua District Council considered the report of the Group Manager – Strategy and Community Wellbeing dated 13 May 2025 that provided the final draft of the Urban Enhancement Strategy and sought to proceed to engage with the public for feedback on the strategy from 2 June 2025 to 27 June 2025. Clarification was sought on the purpose of engagement on the strategy, noting the amount of consultation and engagement being put out to the community, and it was advised that the outcomes and benefits for the community after it has been adopted would be a long term strategy, and it was noted this was funded through the better off funding.

It was noted that feedback from the community was needed for Council to adopt a strategy, and advice provided on how the strategy would fit in with the District Plan Review and the value it would bring to the towns in the district.

That the report from the Group Manager - Strategy and Community Wellbeing dated 13 May 2025 concerning the Urban Enhancement Strategy be received.

That Council agrees to notify the public of the Urban Enhancement Strategy for the purpose of seeking feedback on the strategy.

Crs Johns/Wallace

Carried

Councillors Franklin and Gilmore recorded their votes against the motion.

10.5 Regulatory Services Report 1 February 2025 to 30 April 2025

The Tararua District Council considered the report of the Regulatory Services Manager dated 15 May 2025 that provided an update of the statistical

information provided by Regulatory Services for information purposes only. It was noted that a software glitch had removed the figures from one table within the report. The figures missing were noted as being for abandoned vehicles, 31 and noise complaints, 300.

That the report from the Regulatory Services Manager dated 15 May 2025 concerning the Regulatory Services Report 1 February 2025 to 30 April 2025 be received.

Crs Wards/Wallace

Carried

10.6 Chief Executive Recruitment – Timeline and Process

The Tararua District Council considered the report of the Group Manager – People, Capability and Customer Experience dated 20 May 2025 that sought Council's endorsement of the proposed recruitment timeline guide and process for the appointment of a new Chief Executive, ensuring alignment with the 2025 local government election cycle.

An explanation was sought on how the appointment of an Interim Chief Executive, would work.

That the report from the Group Manager - People, Capability and Customer Experience dated 20 May 2025 concerning the Chief Executive Recruitment – Timeline and Process be received.

That the proposed recruitment timeline and process be endorsed, including approval to initiate the Request for Proposal (RFP) process for recruitment agency services, and confirmation that the evaluation of proposals will take place at a Council meeting scheduled following the close of the RFP period.

Crs Sutherland/Johns

Carried

10.7 Requests for Information under the Local Government Official Information and Meetings Act 1987

The Tararua District Council considered the report of the Manager – Democracy Services dated 19 May 2025 that provided information on the requests for information received under the Local Government Official Information and Meetings Act 1987.

That the report from the Manager - Democracy Services dated 19 May 2025 concerning the Requests for Information under the Local Government Official Information and Meetings Act 1987 be received.

Crs Johns/Long

Carried

11. Correspondence

Nil

12. Portfolio Reports

- 12.1 Councillor S M Wards spoke about her recent attendance as Council's representative at the Rural Health Conference, now called Hauora Tai Whenua. She noted there were 540 delegates across a range of sectors, with relevant presentations from Hon Matt Doocey, Associate Minister of Health and Clayton Irving who reminded attendees of health outcomes for vulnerable communities, the definition of which now included the rural communities. She spoke about the changes in health over the years from the point of technology and gave the example of point of care testing, which improved access for rural communities. She reflected on the potential for local government to have influence, speaking about the opportunities coming up, and the importance of membership to Hauora Tai Whenua.

It was suggested that a letter go out to other Councils encouraging them to become members of Hauora Tai Whenua.

13. Mayoral Matters

Nil

14. Items not on the Agenda

Nil

There being no further business the Mayor thanked those present for their attendance and contributions, and declared the meeting closed at 4:48pm.

Mayor



Minutes of an Extraordinary Meeting of the Tararua District Council held in the Council Chamber, 156 High Street, Dannevirke on Wednesday 4 June 2025 commencing at 9:30 am.

1. Present

Her Worship the Mayor - Mrs T H Collis, Crs E L Peeti-Webber (Deputy Mayor) (via Teams), N L Chase, A K Franklin (via Teams), S M Gilmore, P A Johns, K A Sutherland, S A Wallace and S M Wards

In Attendance

Mr B Nicholson	- Chief Executive
Mrs K Tani	- Group Manager – Strategy and Information
Mrs S Walshe	- Finance Manager
Mrs B Fowler	- Senior Financial Accountant
Ms E Roberts	- Revenue Manager
Mr K van der Oord	- Communications Team Manager
Mrs A Dunn	- Manager – Democracy Services

2. Apologies

There were no apologies.

3. Reports

3.1 Deliberations on Matters Raised through Submissions on the Annual Plan 2025-26

The Tararua District Council considered the report of the Finance Manager dated 26 May 2025 that provided information on matters for consideration during deliberations on the submissions received through the consultation process.

- 3.1.1 Footpaths in the Tararua District:** the Council discussed the options outlined, with clarification being sought on how the option for setting up a capital project would be funded. It was explained that this would be funded from the depreciation reserve, which was a change from the methodology formerly used due to footpaths previously attracting subsidies from NZ Transport Agency Waka

Kotahi.

During discussion it was noted that the option consulted on for increasing rates by \$150,000 for footpath maintenance related to the next two financial years. It was asked whether the new option proposed for a capital project could be set at \$150,000 for the 2025-26 financial year to fund additional maintenance for that year, and that further discussion be undertaken in the 2026-27 Annual Plan, enabling Council an opportunity to have a look at a wider footpath strategy.

That the Tararua District Council include a new Capital project for footpath maintenance of \$150,000 for the 2025-26 financial year to allow some renewal work to be carried out, noting that this will not increase rates.

Crs Gilmore/Wallace

Carried

Cr S M Wards recorded her vote against the motion

- 3.1.2 **Waisplash Carpark Proposal:** during discussion it was noted that the proposed recommendation delegated authority to the Chief Executive to enter into negotiations for the purchase of the property at 33 York Street. Clarification was sought about the process for development of the proposed carpark. In response it was noted that a report would need to be provided to the Council in the future regarding the development of the car park, which would include estimated costs. The project for development of the car park would need to be included in the Council's next Long Term Plan.

In response to a request for an outline of the expected timeframe, the Chief Executive advised that he would be making contact with the owners, and once due diligence had been undertaken, a report would be brought back to Council over the next month, depending on progress.

That the Tararua District Council delegate authority to the Chief Executive to negotiate the purchase of property at 33 York Street, and enter into a sale and purchase agreement for the property subject to confirmation by Council at a later meeting.

Crs Johns/Wallace

Carried

The meeting adjourned at 10:13am and resumed at 10:14am.

- 3.1.3 **Dannevirke Information Centre:** during discussion an update was sought on progress for bringing the functions of the Dannevirke Information Centre into the Council. In response it was noted that a list of the tasks undertaken had been provided to the Council, and these tasks had been factored into the recent integration of services work. It was noted that the level of service to the community would be increasing due to the longer opening hours of the Council's service centre. The comments made through submissions about the need for increased signage to direct customers to the Council service centre were

highlighted.

That the Council note the comments made through the submissions regarding the decision by the Dannevirke Information Centre Incorporated Society to cease trading.

Crs Johns/Sutherland

Carried

The meeting adjourned at 10:29am and resumed at 10:47am

- 3.1.4 **Charging of Uniform Annual General Charge on land that has multiple dwellings, information on Uniform Annual General Charge percentage, and spread of rates increase and impact on sectors including lifestyle properties:** during discussion clarification was sought about the considerations given to the Uniform Annual General Charge during the 2024-34 Long Term Plan process, and clarification of the figures provided. In response it was advised that the figures provided were based on the most recent Quotable Value dataset available to Council. To make changes to how rates were charged on land that had multiple dwellings, it was advised that a rating review would need to be undertaken and changes made to the Revenue and Financing Policy. This would require a significant amount of work, and during the development of the next Long Term Plan would be the appropriate timing. There would need to be a direction from Council to officers to provide advice to the Council to enable decision-making by Council on whether to undertake this review for the next Long Term Plan. Included in that advice could be a review of previous advice provided for past Long Term Plans. With regard to guidance on the percentage of the UAGC for this Annual Plan, it was advised that until the Local Water Done Well work had been completed it would not be an appropriate time to look at that. For the next Long Term Plan a more in-depth look could be taken on the application of the UAGC and consideration of fairness elements.

That further work be undertaken and brought back to Council for a further understanding of developing a revenue and financing policy for the next Long Term Plan.

Mayor Collis/Gilmore

Carried

That the Council undertake a review of the UAGC as part of the next Long Term Plan including a deep dive to understand implications.

Mayor Collis/Gilmore

Carried

- 3.1.5 **Town Signage:** it was noted that this item in the draft Annual Plan related to replacement of signage for Council's facilities, not to signage of town names at the entries to the district's towns. During discussion it was noted that some towns had welcome signage for their town that had been created by community groups.

3.1.6 **Sealing of Roads:** during discussion it was noted that a report had been provided to Council previously regarding the NZ Transport Agency requirements for sealing of rural roads, and that this could be made available to submitters on this topic.

3.1.7 **Local Water Done Well:** it was noted that the establishment costs for the proposed Council-controlled organisation had not yet been included into the draft Annual Plan, however when included would be cost-neutralised so there would be no rating impact.

3.1.8 **Remaining resolutions regarding Deliberations on Submissions on the Annual Plan 2025-26**

That the report from the Finance Manager dated 26 May 2025 concerning the Deliberations on Matters Raised through Submissions on the Annual Plan 2025-26 be received.

That the Tararua District Council note the matters raised through submissions on the draft Annual Plan 2025-26.

That the request to bring forward budget into the 2025-26 Annual Plan for the projects outlined in Section 8 of this report be approved, noting that there is no material impact on rates requirements.

That the Tararua District Council notes that further information will be provided to the extraordinary meeting of Council being held 11 June 2025 regarding any costs to be included in the Annual Plan regarding loan funding for establishment of the Council-Controlled Organisation for Water Services.

That the Tararua District Council note the feedback received from other submitters.

Crs Johns/Sutherland

Carried

3.2 **Finance and Performance - Management Report**

The Tararua District Council considered the report of the Finance Manager dated 17 May 2025 that provided an update on matters relating to financial and service performance.

That the report from the Finance Manager dated 17 May 2025 concerning the Finance and Performance - Management Report (as circulated) be received and the contents noted.

Crs Wallace/Chase

Carried

3.3 **Third Quarter Performance Report - Period Ending 31 March 2025**

The Tararua District Council considered the report of the Finance Manager dated 17 May 2025 that provided the performance report for the nine months to 31

March 2025 and provided an indication of the year end results.

With regard to the capital projects deferred, it was noted that the Akitio Toilets project had been deferred due to funding from the Tourism Infrastructure Fund not being available. It was noted this was an important project and that there was potentially another tourism fund that may be possible to approach for funding for this project.

With regard to the Treasury report, it was asked that information be provided to show the achieved interest rate against the unhedged rate to show whether prefunding was beneficial to the Council.

It was also asked that clarification be provided on the number of debtors on agreement and number of debtors referred to Debt Management Central (DMC).

That the report from the Senior Financial Accountant dated 09 May 2025 concerning the Third Quarter Performance Report - Period Ending 31 March 2025 be received.

Crs Gilmore/Johns

Carried

4. Closure

There being no further business the Mayor thanked those present for their attendance and contributions, and declared the meeting closed at 12:42pm.

Mayor



Minutes of an Extraordinary Meeting of the Tararua District Council held in the Council Chamber, 156 High Street, Dannevirke on Wednesday 11 June 2025 commencing at 9:30 am.

1. Present

Her Worship the Mayor - Mrs T H Collis, Crs E L Peeti-Webber (Deputy Mayor), N L Chase, A K Franklin, P A Johns, M F Long, K A Sutherland, S A Wallace and S M Wards

In Attendance

Mr B Nicholson	- Chief Executive
Mrs K Tani	- Group Manager – Strategy and Information
Mr H Featonby	- Group Manager - Operations
Ms J Smith	- Legal Counsel and Procurement Manager
Mr K van der Oord	- Communications Team Manager
Mrs S Walshe	- Finance Manager
Mrs B Fowler	- Senior Financial Accountant
Mrs A Dunn	- Manager – Democracy Services

2. Welcome and Meeting Opening

The meeting opened with karakia.

3. Apologies

That the apologies from Cr S M Gilmore be received and leave of absence granted for the meeting.

Mayor Collis/Wards

Carried

4. Reports

4.1 Local Water Done Well - The Future of Water Services for Tararua District

The Tararua District Council considered the report of the Chief Advisor dated 24 May 2025 that concluded the consultation process on Local Water Done Well. The report recommended the preferred option, to form a joint water services organisation with the Wairarapa District Councils of Masterton, Carterton and

South Wairarapa. The report also sought delegation for the Chief Executive to progress negotiations with the three Wairarapa Councils.

The Chief Executive spoke to the report, noting that the Chief Executives of the four Councils had been working on a document to discuss with the four Councils, setting out decisions needing to be made.

In response to a question about recommendation 1.4 whether there would be sufficient time for officers to develop alternative options if any Councils exit from the group, the Chief Executive noted that Council needed to go through this process as it is, however he was confident that if there was a need to pivot officers would be ready.

The Chief Executive noted that officers had reached out to the Department of Internal Affairs for guidance on some of the more contentious points of negotiation between the Councils.

That the report from the Chief Advisor dated 24 May 2025 concerning the Local Water Done Well - The Future of Water Services for Tararua District be received.

That Tararua District Council proceeds with the proposed joint water services model by establishing a joint council-controlled organisation (joint-CCO) with the district councils of Masterton, Carterton and South Wairarapa, and Tararua as participating councils, the “Wairarapa – Tararua Model”.

That the Chief Executive be delegated authority to enter into a Commitment Agreement with the participating councils and commence developing the Water Services Delivery Plan and to negotiate the key principles, terms and conditions of a Joint Wairarapa-Tararua Council controlled Organisation with Masterton, Carterton and Wairarapa District Councils and report this back to a future meeting of the Tararua District Council.

That the Tararua District Council note that should any of the Wairarapa Councils subsequently decide to exit from the proposed Joint Wairarapa-Tararua Council Controlled Organisation, then a report outlining next steps would be brought to the Council for consideration at that time.

Crs Johns/Sutherland

Carried

A division was called:

Voting for the motion: Her Worship the Mayor and Councillors Johns, Chase, Franklin, Peeti-Webber, Sutherland, Wards

Voting against the motion: Cr Long

Abstaining: Cr Wallace

5. Closure

There being no further business the Mayor thanked those present for their attendance and contributions, and declared the meeting closed at 9:59am.

Mayor



Minutes of the Explore Pahiataua Incorporated Society meeting held at the Tararua District Council Service Centre 136 Main Street, Pahiataua on 4th June 2025 at 7:00pm

1. Present

1.1. Committee Members: Raylene Treder (Acting Chair), Marie Kissick (Treasurer), Ingrid de Graaf, James Devoe, Anaissa Mandal, Sanam Asalmani and Georgina Morrison (Secretary).

1.2. Tararua District Council Representatives: Cr Scott Gilmore

1.3. Members of the public: Jared Gardner

2. Apologies

2.1. Ali Romanos & Cr Alison Franklin.

3. Conflicts of Interest

3.1. None noted.

4. Notification of Items not on the agenda / General Business

4.1. Blackberry river work

4.2. Jared Gardner: Request to discuss Incorporated Society Structure

5. Confirmation of Minutes

That the minutes of the Explore Pahiataua meeting held Wednesday May 7th 2025 (as circulated) be confirmed as a true and accurate record of the meeting.

Carried

6. Matters Arising

6.1. Yellow Plane Gallery gratefully received and sent through photos. Funding will be acknowledged in other promotional material.

6.2. Ali noted prior to the meeting that Council has changed the recycling comms to make clear bins will not be picked up if overfill or with lids.

7. Correspondence

Inwards

i. Buy A Block for Swimming Pool

a. Xulei Du - Telstar Dairy - Gold block

b. Stewart Checkley - Gold block

iii. Invoices

- a. Sarah Romanos: ANZAC Wreath Invoice
- b. Invoice - Nova Energy

iv. Amanda Brew - Dog Park -as below FYI

v. Mayor Tracey Collis: Resignation of Chief Executive Bryan Nicholson

vi. Mallory Allen: Sales and Purchase Agreement for Youth Centre

vii. Mike Butterick: Notice of availability at Council Chambers May 26th

viii. Tararua District Council

- a. Acknowledging receipt of Annual Plan Submission
- B. Forward request from Jared Gardner to speak at Meeting

ix. Funding

- a. Karolyn Donald - Funding to replace Carnival Park Signage
 - b. Billy Gordon - Yellow Plane Gallery Photos of funded Creative Sessions
 - c. Gilda McKnight - seeking funding for Pahiataua Museum
 - d. Eastern & Central Community Trust - notice of funded stage: \$9,600
- x. David Evans (Bandy): Requesting information slide at the playground.

Outwards

- i. Ali Romanos - Annual Plan Submission

Action: Raylene to call David Evans re Playground/slide query.

Action: Raylene to reply to Amanda Brew re Dog Park.

Action: Georgina to request Gilda fill out a funding application form and resend email.

7.1 Decision: ECCT email re Stage funding: The Committee agreed that we would fund the extra cost of around \$6,000. Need to create an agreement around hireage and storage conditions. Insurance was raised and discussed as needing a review.

7.2 Action: Marie, Raylene and James to work on stage policy documentation to bring back to July meeting.

7.3 Action: Marie to review Insurance details and consider need for director liability insurance.

That the inwards be received and outwards noted.

Carried

8. Tararua District Council Report (Cr Scott Gilmore)

8.1. Cr Scott Gilmore thanked the Committee for its submission on Long Term Submission and Water Done Well. With regards to WDW, Cr Gilmore noted the majority of submitters agreed with option 1. TDC will consider adoption of the decision and then move into negotiation with the other Councils.

LTP; The majority of submitters did not want more money on footpaths but Council is looking at other options including a footpath strategy to share with the community.

Council has approved the CE to start discussions with WaiSplash about the purchase of land adjacent to them.

Council will begin recruitment for a temporary CE and the target to have a new CE appointed by March 2026.

With regard to the financial concerns of Pūkaha Mt Bruce, Council has a dual role of protecting the loan with TDC as well as wanting to ensure Pūkaha's viability.

Open for submissions: Reserve Management Plan and Freedom Camping. Coming soon: Urban Enhancement Plan. Currently a Communication Strategy is open and staff are very receptive to feedback.

That Cr Scott Gilmore's Council Report be received.

Carried

9. Financial Report (Marie Kissick)

9.1. Current status

The balance of the main account is \$64,437.06

The balance of the Business Group account is \$1,157.31.

9.2. Invoices to be approved for payment on 20 May:

	Payee	Description	Amount
1.	De Lesseps Media Ltd	Bush Telegraph Feature	\$538.84
2.	Mitre 10	Community Garden Seedlings & Key	\$27.48
3.	Nova Energy	Youth Centre – power (due 5 June)	\$94.99
		TOTAL	\$661.31

We have also paid the following invoices since the last meeting which are to be retrospectively approved:

Thicket	ANZAC Day Wreath	\$180.00
Ali – Reimbursement	Dump fees for Youth Centre Clean out	\$84.00
Peter Russell	Weed Mngt for Carnival Park	\$3,593.00

9.3 Tagged Funds

	Project	Amount
1.	Harvard Playground	\$20,000.00

2.	Carnival Park (originally \$9,289.33 but reduced by \$1,736.25 for Jan invoice, \$985 for seedlings, \$1,471.25 ABC invoice June, \$1,000 tree removal June '24, \$3,593 Weed Mngt June '25.)	\$503.83
3.	Bush Telegraph Advertising (less payments since 1 August)	\$447.76
4.	Community Garden remaining infrastructure works	\$ 181.70
5.	Community garden operating costs for year ended June 2025	\$ 653.25
6.	Lawnmowing for Polish memorial (until Nov 2025)	\$800.00
7.	Discretionary funding originally \$7,507 (less \$1,700 for Pahiataua Painting and Sculpture Group, \$750 for Toy Library, \$1,000 for Pahiataua Shears, \$1,555 Children's Day, \$2,000 Yellow Plane Gall)	\$502.00
	TOTAL	\$23,088.54

That the financial report from Marie Kissick (Treasurer) for the preceding month be received and identified invoices approved for payment.

Carried

10. Portfolio Discussion points

10.1. Road Safety Committee (Marie Kissick)

Met with Constable Maxine Walshe during the month and spent some time looking at the site of the requested road crossing and other potential road safety issues. While the Police are supportive of the idea behind our request and what we are trying to achieve, we talked about whether a crossing would create other unintended consequences (such as hazards elsewhere on the route). To discuss further with the Committee.

10.2 Action: Marie to email Mayor Tracey to ensure she is being invited to the TDC Road Safety Committee and look to that group to receive expert advice on the crossing issue.

10.3 Cycleways - Noted the Ross Gillespie has enquired as to the whereabouts of the town clock that was previously on the Pahiataua library.

10.4. Other Portfolio reports annexed below.

11. Items not on the agenda / General Business

11.1. Jared Gardner requested to speak to Explore Pahiataua about the role of Community Boards and Explore's status as an Incorporated Society. Jared spoke to what he saw was the role of Community Boards such as advocating for the public, liaising with community groups and having input into Council processes. He had questions about Explore and how it aligns with these services and making itself available to the Community.

Raylene stated the Committee would be happy to provide answers however asked Jared to cease live-streaming before doing so, as permission had not been sought. Jared confirmed he was live-streaming and chose to leave the meeting rather than cease the recording.

(Jared left the meeting at 7.10pm)

11.2 Blackberry river work

The Committee discussed options regarding removal of blackberry at the river. It was agreed there was still work to do to identify the most appropriate contractors and that a maintenance plan is also important. Committee happy to work through options via email to allow works to start as soon as possible.

Action: Ali to approach contractors suggested by Committee members. Council to be informed of the project, who is carrying out the work to be aware of the Health & Safety and access issues.

Next meeting date: 2nd July 2025.

Meeting Closed at 8:48pm

Raylene Treder (Chair): _____

Annexures

1. Financial reports from Xero

Cheque Account Reconciliation Summary

Explore Pahiataua (Incorporated)

As at 2 June 2025

Cheque Account

DATE	DESCRIPTION	REFERENCE	AMOUNT
Totals Summary			
2 Jun 2025	Balance in Xero		64,437.06
	Plus outstanding payments		-
	Less outstanding receipts		-
	Plus unreconciled statement lines		-
2 Jun 2025	Statement balance (calculated)		64,437.06
20 May 2025	Imported statement balance		64,437.06
2 Jun 2025	Calculated balance out by		-
Balance in Xero			
2 Jun 2025			64,437.06
Statement Balances			
2 Jun 2025	Statement balance (calculated)		64,437.06
20 May 2025	Imported statement balance		64,437.06
2 Jun 2025	Calculated balance out by		-

Bank Statement

Explore Pahiataua (Incorporated)

For the period 1 May 2025 to 2 June 2025

Cheque Account

DATE	DESCRIPTION	DATE IMPORTED INTO XERO	REFERENCE	RECONCILED	SOURCE	AMOUNT	BALANCE
Opening Balance							
1 May 2025						-	70,675.53
Statement Lines							
8 May 2025	Nova Energy	8 May 2025	Youth Centre Power	Yes	Bank Feed	(96.82)	70,578.71
20 May 2025	Aotearoa Bio	20 May 2025	P Russell Park Carnival Park	Yes	Bank Feed	(3,593.00)	66,985.71
20 May 2025	Bush Tele-de Lesseps	20 May 2025	Bush Telegra Advertising	Yes	Bank Feed	(538.84)	66,446.87
20 May 2025	Mitre 10 New	20 May 2025	Community G	Yes	Bank Feed	(9.81)	66,437.06
20 May 2025	The Yellow Plane	20 May 2025	Grant	Yes	Bank Feed	(2,000.00)	64,437.06
Closing Balance							
2 Jun 2025						-	64,437.06

2. Portfolio Reports

Pahiataua Districts Business Group (PDBG) (Ingrid de Graaf)

- Upcoming Event: Top 3 Employment Mistakes That Could Cost You Big - Monday, 9 June 2025
- Upcoming Event: Everything You Need To Know About GST - Thursday, 26 June 2025

Explore Pahiataua Marketing (Ingrid de Graaf)

- May Bush Telegraph - last minute cancellation for cycleway working bee so space used to advertise upcoming PDBG events instead
- June Bush Telegraph - pool update?

- Facebook - posted regarding the dog park, shared regarding PDBG employment law event
- Do we need to reiterate that we are happy to share local events on our page?

Treasure Carnival Park (Karolyn Donald)

- Received a few questions from Horizon's Biodiversity Community Team regarding our funding application. They wanted to clarify some key things:
 - Verify details around the projected costs of the project
 - Make sure DOC approves of the removal of the trees and that chainsaw use is able to be carried out given the wording of the Community Agreement.
 - Verifying Fonterra have approved of the use of the adjacent land for processing the trees.
 - Verifying the weeds have been controlled along the section in question as per the Weed Management Plan.
- It was great to be able to send these questions off to all the relevant parties and have the replies in writing by the end of the next working day, showing clearly the relationships we have built with all of these parties and that all of our ducks appear to be in a row! We wait with baited breath for the outcome of this application.
- Peter has invoiced us and been paid - thank you EPI for this prompt payment. He is off overseas for a time for a well earned break and will be back at Carnival Park in the Spring for essential work - very aware of the limited budget currently remaining for this financial year.
- A late request for funding has been made to Carnival Park Management Board for a third of the weed control costs for the 2025 financial year \$2,708.33 (as has been made in previous years). We await the outcome of that request.
- Peter has in his own time pulled massive amounts of rubbish from along the new fenceline. We appreciate all the extra things he does beyond the scope of his employment.
- Weed management has also begun in the Campground area, also by Peter. As a significant neighbor these works are crucial to minimising re-infestation of weed species.
- Fonterra are also a significant neighbor and have contracted Peter to take care of the weeds along their side of the western and north western boundary fence. Work is well under way in this strip and we again appreciate their support with this project
- Peter has established relationships with other boundary landowners and discussions are ongoing regarding the work that is being carried out in the Reserve and the crucial role neighbors play in helping to avoid re-infestation of weed species.

Community Garden (Emma Elliott)

- Things continue to tick along nicely in the community garden thanks to a trusty band of volunteers. Mowing on the grass has been taken over by a new volunteer.
- All produce (potatoes grown from the spare seed potatoes from Help N Hand Spud in a Bucket competition, Jerusalem artichoke, Māori potatoes, the first of our yams) has been shared with volunteers or delivered to Help N Hands. The relationship between the garden and Pahiataua Foodbank is well and truly established and the food bank manager is incredibly grateful for our support. The sharing table at Help N Hand consistently includes our community garden produce.
- We are gearing up for a big push at our first working bee in June this weekend. This will get more of our infrastructure (blackberry wires and spouting at the back of the picnic table shelter) completed. We will be purchasing material for the verandah conversion also so likely to finish the financial year fully spent against our \$2k budget and remaining monies from Lotteries grant (\$181). We very much hope that Explore Pahiataua can continue to support our work in this beautiful town asset.
- We await notification from our mural artist regarding completion and installation. We hope Explore Pahiataua committee will join us at the reveal.
- Of note from surrounding community gardens is news from the GROW space in Masterton. Overharvesting by those who put no effort into growing Kai, just taking it, has meant the space will now be used only to grow herbs and vegetable growing relocated to undisclosed location. Sadly it is a sign of our times.

Swimming Pool

- Expressions of Interest (EOI) have closed with a substantial amount of applications. Three have been chosen to submit a tender. Tender documents will go out to the three successful applicants after the finalised designs have been received from CREATE - expected 13th June 2025.
- Article in progress for the Bush Telegraph to update the community.
- Members of the community hosted 23 students from South Dakota as a fundraiser for the pool.

Civil Defence (Georgina Morrison)

- Bush Multisport agreed to accept being a Civil Defence location. Awaiting feedback from TDC & meeting times with Marae Committee.
- Action: Georgina to contact Pete Sinclair re funding.

Harvard Plane Upgrade (James Devoe)

- TDCs has replaced the plastic component on the seesaw, along with parts to improve its rocking motion.
- They have also advised that maintenance will be carried out on the sideways swing, including replacing the matting with a bordered area filled with bark.
- The upgraded new design is yet to come. Hopefully have something by next meeting.

Youth Centre (Ali Romanos)

- Negotiations have concluded with the purchaser. We are now awaiting the due-diligence period to expire, and then settlement date.
- Thanks to committee members for prompt attention to the various administrative requirements.
- Ali and James disposed of the rubbish and junk from the Centre. (**Marie** – I have sent you a receipt for reimbursement please.)
- Ali has secured through Nigel Shaw room under the stairs in the Town Hall for most of Explore's equipment. And Bexx at Multisport has agreed we can store our large Christmas decorations in their lockup (which are too big/bulky for location of other equipment).

Cycleways Project

- Since the last meeting, we resolved not to do a working bee because, at this stage, it seems best to just get contractors in, rather than 10 lads standing around watching the digger.
- Ali met with Jack Keast and Nelly from Horizons. They have supplied information to help our contractor comply with the various rules, and provided helpful feedback. Agreed that mulching is a good plan for the blackberry and most cost-efficient. Ali has passed on information to Kody Hodder.
- Kody to send a quote, but we working on understanding of around \$12,000 plus GST, but with a budget of \$15,000 plus GST. The cost is principally equipment hire, in particular for a 20 tonne digger and various attachment heads. We've explored local options but nothing suitable (e.g. Sedco's digger too small). Jack and Nelly will attend site on first morning the work commences to assist contractor. If not all plant matter can practicably be mulched, then they might try and burn some. But I'll leave that to the experts. The goal is to have all the main blackberry cleared.
- Horizons are also providing us some spray for maintenance once the blackberry has been knocked back.
- I am seek committee approval of approval of Kody's quote once it comes in – and I will forward.
- Also, question for Ali and Scott, what we need to do from Council's perspective? For example, we will probably want to remove the wire fence and possibly have the bollards removed? Kody will be in charge of health and safety plan. We can address this in due course, but ideally this work will be completed by the time of our July meeting.

Explore Christmas

- In 2024, first meeting was held in late June so I will start rounding up the troupes!
- Need to confirm all members of last year's committee are keen to stay on - they had indicated they

were at the end of last year

- Need to start road closure process ASAP after first meeting
- Date for Explore Christmas will be Saturday, 6 December 2025



Eketāhuna Community Board

Minutes of a meeting of the Eketāhuna Community Board held in the Eketāhuna War Memorial Hall, corner of Jones Street and State Highway 2, Eketāhuna on Monday 9 June 2025 commencing at 10:00 am.

1. Present

Board Members: S C McGhie (Chairperson), L J Barclay, T M Carew (via Teams), E E Chase, and Cr M F Long

In Attendance

Mrs S Fontaine	–	Community Engagement Officer
Mrs A Dunn	–	Manager – Democracy Services (via Teams)
Mrs S Anthony	–	Democracy Support Officer

2. Apologies

There were no apologies.

3. Public Forum

- 3.1 Pauline Wilson was in attendance and spoke about the New Residents Welcome and that it had been some time since the last welcome event. She advised that she had received requests from the community to consider holding an event before the next election of Community Board members.

Board members advised Pauline that the New Members Welcome is conducted every three years at the beginning of the term of the newly elected Board.

Pauline also spoke about the resealing of Bridge Street, Eketāhuna, noting that the street had been repaired over a 7 year period and the leak had been reported to Council and a CRM lodged.

Pauline expressed that she wished to discuss the Eketāhuna Community Plan and what progress had been made following the community survey that was carried out. The Board advised that this topic was on the agenda for today's meeting for further discussion, and the delay in the development of the community plan was due to a staff member taking up a new position, and the time to recruit a replacement staff member to continue this work.

Notification of Items Not on the Agenda

Newman Road

Street Christmas Lights Removed

Wilson Lane

Church Street Rubbish

Street Cleaning

Rubbish Bins

Predator Trap Line Notification

Hamua Cemetery

4. Declarations of Conflicts of Interest in Relation to this Meeting's Items of Business

Councillor Mike Long declared a conflict of interest in relation to information on Marchant Street in the Management Report.

5. Confirmation of Minutes

That the minutes of the Eketāhuna Community Board meeting held on 12 May 2025 (as circulated) be confirmed as a true and accurate record of the meeting.

Chase/Barclay

Carried

6. Tararua District Council Report

6.1 Report from the Tararua District Council

That the report from the Tararua District Council extraordinary meeting held 21 May 2025, and the meeting held 28 May 2025 be received.

Barclay/Carew

Carried

7. Reports

7.1 Draft Urban Enhancement Strategy

The Eketāhuna Community Board considered the report of the Democracy Support Officer dated 12 May 2025 that provided an update on the draft Urban Enhancement Strategy.

The Board agreed to arrange a time after the meeting for further discussion and

make a submission.

That the report from the Democracy Support Officer dated 12 May 2025 concerning the Draft Urban Enhancement Strategy be received.

Chase/Barclay

Carried

7.2 Consultation on Tararua District Reserves Management Plan and Supporting Information

The Eketāhuna Community Board considered the report of the Democracy Support Officer dated 4 June 2025 that provided information on the consultation on the draft Tararua District Reserves Management Plan.

That the report from the Democracy Support Officer dated 04 June 2025 concerning the Consultation on Tararua District Reserves Management Plan and Supporting Information be received.

Carew/Barclay

Carried

7.3 Consultation on Draft Freedom Camping Bylaw 2025

The Eketāhuna Community Board considered the report of the Democracy Support Officer dated 4 June 2025 that provided information on the consultation on the draft Freedom Camping Bylaw.

That the report from the Democracy Support Officer dated 04 June 2025 concerning the Consultation on Draft Freedom Camping Bylaw 2025 be received.

Long/Barclay

Carried

7.4 Management Report

The Eketāhuna Community Board considered the report of the Democracy Support Officer dated 30 May 2025 that provided an update on key activities and items of interest from the Infrastructure, Climate Change and Emergency Management Committee meeting held 21 May 2025 with information covering the period 12 April to 10 May 2025, and from the Community Development and Wellbeing Committee meeting held 4 June 2025.

That the report from the Democracy Support Officer dated 30 May 2025 concerning the Management Report be received.

Barclay/Carew

Carried

7.5 Portfolio Programme Project Report

The Eketāhuna Community Board considered the report of the Democracy Support Officer dated 15 May 2025 that provided an update on the key portfolios,

programmes and project statuses as reported to the Infrastructure, Climate Change and Emergency Management Committee on 21 May 2025.

Cr Long advised that the pipe from number 2 pond to the wetland is completed. Next steps are to receive the results for water quality with testing carried out over some months, and compare to historic results from number 2 pond. The challenge is to prevent stormwater from entering the waste water.

The Board noted that the general feedback on water metering from the community is negative with concerns about installation and maintenance costs.

A question was asked as to how the metering charges would work at the water fill station behind the Library which is utilised by rural residents, and it was suggested that this would need to be considered and monitored. It was also asked whether all residents would be charged from the same date as it would be unfair to residents to stagger charges for water use across the community. Cr Long agreed to take this feedback back and report back at the next Board meeting, along with the costs of the meters.

That the report from the Democracy Support Officer dated 15 May 2025 concerning the Portfolio Programme Project Report be received.

Long/Barclay

Carried

7.6 Eketāhuna Community Plan

The Eketāhuna Community Board considered the report of the Community Engagement Officer dated 3 June 2025 that provided an update on the Eketāhuna Community Plan.

It was advised that the Community Engagement Officer had just taken on the role and there has been a 6 – 8 month gap since the previous officer left which has delayed progress of the plan. The Board agreed that the previous survey results be utilised, as opposed to conducting a new survey, to avoid any further delays. It was suggested that the Board hold a workshop to go over the plan again and to take the discussion to Eketāhuna Our Town Committee and Board Member Chase agreed to arrange this. The Board requested that if a copy of the draft community plan currently exists, that this be forwarded to them to take to the workshop.

That the report from the Community Engagement Officer dated 03 June 2025 concerning the Eketāhuna Community Plan be received.

Long/Chase

Carried

7.7 Election Campaigning - Protocols for Current Elected Members

The Eketāhuna Community Board considered the report of the Manager – Democracy Services dated 30 May 2025 that provided information on protocols

for elected members seeking re-election.

That the report from the Manager - Democracy Services dated 30 May 2025 concerning the Election Campaigning - Protocols for Current Elected Members be received.

Carew/Barclay

Carried

8. Reports from Board Representatives Appointed to Organisations and Assigned Responsibilities

Eketāhuna Health Centre – the Health Centre was recently audited by the Ministry of Health and passed; they have also completed their emergency plan; and have been successful in maintaining their position on the site in Eketāhuna.

9. Correspondence

Nil

10. Public Excluded Items of Business

That the public be excluded from the following parts of the proceedings of this meeting, namely:

Confirmation of Minutes

The general subject 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 (1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution follows.

<i>General subject matter to be considered</i>	<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
<i>Confirmation of Minutes</i>	<i>To protect the privacy of natural persons</i>	<i><Section (1)(a)(i)</i>

This resolution is made in reliance on Section 48 (1) (a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act or Section 6 or Section 7 or Section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as follows:

s7(2)(a) The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.

Chase/Long

Carried

The meeting went into public excluded session at 10:41am and resumed open session at 10:43am.

11. Chairperson's Remarks

Nil

12. Items not on the Agenda

Newman Road – there has been recent activity as work is underway on Newman Road to carry out flood prevention work which is a positive sign.

Street Christmas Lights Removed – these have now been removed so are no longer a safety risk.

Wilson Lane – there are no speed limit or give way signs in this area and lighting is very dim making it very dangerous and causing many near misses. CRMs have been lodged.

Church Street Rubbish – the rubbish from Church Street is blowing over into Wilson Lane from delivery trucks. Board member Chase has spoken to Truck Drivers and they are aware but continue to leave it there. A member of the public has given up their time to pick this up when available.

Street Cleaning – the street sweeping truck has been coming through Eketāhuna to sweep the streets but is not removing the piles once swept and debris is being swept into one of the local residential properties. A CRM has been lodged and photo sent, however a response is yet to be received. Many shop owners are carrying out their own cleaning of the shop and street front. A request was made to bring a Main Street Maintenance report to the next Board meeting to outline what services are currently being provided for Eketāhuna streets.

Rubbish Bins – there have been rubbish bins removed from areas that are noted as not being part of the contracted service. Members of the community have expressed that they would like these returned, for example the receptacle at the Cliff Walk. The Board requested more detail be provided at the next meeting outlining which bins in Eketāhuna are supported by Council.

Predator Trap Line Notification - Students on the Level 3 conservation course from Pukāha have noticed predator tracks in the Cliff Walk area and the students will be monitoring trap lines. The Council needs to be aware of the predator existence on the Council land in this area.

Hamua Cemetery – a member of the public has asked how this cemetery is to continue to be maintained and can this be funded. Funding was provided in the past and ended approximately 8 years ago, volunteers have continued the

maintenance. The Community Engagement Officer advised that they could apply to the Contestable Fund for funding and can also contact the Facilities team for further discussion.

There being no further business the Chairperson thanked those present for their attendance and contributions, and declared the meeting closed at 10.56am.

Chairperson



Dannevirke Community Board

Minutes of a meeting of the Dannevirke Community Board held in the Council Chamber, 156 High Street, Dannevirke on Monday 16 June 2025 commencing at 9:00 am.

1. Present

Board Members: P F Walshe (Chairperson), T J Hynes (Deputy Chairperson), E J Christison; R T Wallace

In Attendance

Her Worship the Mayor Mrs T H Collis

Mrs K Tani	–	Group Manager – Strategy and Information
Mrs A Dunn	–	Manager – Democracy Services
Mrs S Anthony	–	Democracy Support Officer

2. Apologies

That the apology from Councillor E L Peeti-Webber be accepted, and leave of absence granted from the meeting.

Hynes/Christison

Carried

3. Public Forum

Nil

4. Notification of Items Not on the Agenda

- 4.1 Pukaha Mount Bruce concerns
- 4.2 Dannevirke Rose Garden Report
- 4.3 Tree at Pongaroa

5. Declarations of Conflicts of Interest in Relation to this Meeting's Items of Business

Nil

6. Confirmation of Minutes

That the minutes of the Dannevirke Community Board meeting held on 19 May 2025 (as circulated) be confirmed as a true and accurate record of the meeting.

Christison/Wallace

Carried

7. Tararua District Council Report

7.1 Report from the Tararua District Council

The Dannevirke Community Board considered the report of the Tararua District Council and sought clarification on:

- The Contestable Funds process - community funding had previously been managed by Community Boards who are connected to their community and organisations. It was advised that this had been discussed by Council and agreed that the new process with Council is in place for transparency and accountability and has seen a wider range of applications received from across the district which had not been seen through Community Board applications in the past. It was acknowledged that while this process is now managed by Council, the Community Boards still have a valued and important role in the district, and still have funding available for distribution through their General Assistance Grants Funds.
- The time frame for recruitment of the interim Chief Executive - it was advised that this would be as soon as possible with the aim to have someone in the position prior to the exit of the current Chief Executive who departs 6 August.
- Local Water Done Well progress update – it was advised that the Chief Executives from all 4 Councils are meeting weekly and the Department of Internal Affairs have offered to provide a representative to sit in and advise. The water services delivery plan is required to be submitted to Government by 3 September 2025.
- Solar Farm start date – the Board were informed that there had been no further update as yet but the Board will be kept updated with progress in due course.
- The management of the grazing land around the waste water ponds – it was noted that community use of grazing carries a health and safety concern and is limited due to having no access to yarding.
- Dannevirke Information Centre closure and management of services – it was advised that all services including travel bookings are able to be carried out at the Dannevirke Service Centre. Overall this a more efficient

model and offers cost savings and better use of facilities.

That the report from the Tararua District Council extraordinary meetings held 21 May 2025, 4 June 2025 and 11 June 2025, and the meeting held 28 May 2025 be received.

Hynes/Wallace

Carried

8. Reports

8.1 Draft Urban Enhancement Strategy

The Dannevirke Community Board considered the report from the Democracy Support Officer dated 5 June 2025 providing information on the Draft Urban Enhancement Strategy.

The Board agreed to meet during the week to discuss and enter a submission before the closing date of 27 June 2025, and they would include discussion and submissions for the other Council consultations on the Freedom Camping Bylaw and Reserves Management Plan at the meeting noting that the closing date for submissions is 20 June 2025.

That the report from the Democracy Support Officer dated 05 June 2025 concerning the Draft Urban Enhancement Strategy be received.

Hynes/Walshe

Carried

8.2 Application for Funding

The Dannevirke Community Board considered the report of the Manager – Democracy Services dated 10 June 2025 presenting an application for funding from the General Assistance Grants Scheme for consideration and decision.

That the report from the Manager - Democracy Services dated 10 June 2025 concerning the Application for Funding be received.

That the Dannevirke Community Board grant \$650 from its General Assistance Fund to the Dannevirke South School 125th Reunion Committee towards the cost of venue hire for their event.

Walshe/Christison

Carried

That the Dannevirke Community Board allocate all remaining funds from its General Assistance Fund from this round towards the purchase of the Flagtrax System.

Christison/Hynes

Carried

8.3 **Flagtrax System for Street Poles on High Street Dannevirke**

The Dannevirke Community Board considered the report of the Manager – Democracy Services dated 10 June 2025 that summarised progress to date and next steps for the project to install a Flagtrax system on street poles in Dannevirke’s High Street , to be used for flying flags to commemorate community events, and dates of significance.

It was noted that there has been interest from two organisations wishing to purchase flags for the Dannevirke Spring Festival and Christmas. It was suggested that a booking system may be required to manage the use of the flagtrax by other organisations and this could be managed and reviewed by the Board on a monthly basis.

That the report from the Manager - Democracy Services dated 10 June 2025 concerning the Flagtrax System for Street Poles on High Street Dannevirke be received.

That the Dannevirke Community Board note with appreciation the funding received from the Contestable Grant Fund and note that an order for the Flagtrax system will be progressed with the supplier.

Christison/Wallace

Carried

8.4 **Management Report**

The Dannevirke Community Board considered the report of the Democracy Support Officer dated 30 May 2025 that provided an update on key activities and items of interest as reported to the meeting of the Community Development and Wellbeing Committee held 4 June 2025.

A question was asked whether pensioner flats were upgraded only when vacated and if the rent increased following the upgrade. It was advised that all units are charged the same rent, and all units are on a strict maintenance plan to ensure all are compliant with health and safety standards and functional.

It was queried whether pest control at Anzac Park carried any cost to Council or if this was managed by Horizons. It was advised that the Council work closely with Horizons and there is no cost to the Council; the Norsewood Lions also carry out maintenance work on this reserve.

That the report from the Democracy Support Officer dated 30 May 2025 concerning the Management Report be received.

Walshe/Hynes

Carried

8.5 Election Campaigning - Protocols for Current Elected Members

The Dannevirke Community Board considered the report of the Manager – Democracy Services dated 30 May 2025 that provided information on protocols for elected members seeking re-election.

The Manager – Democracy Services provided a brief overview of the report . It was asked what happens if a breach occurs and it was advised that this would be referred to the police. Board members were reminded that election candidate briefing sessions will be held on 28 June 2025 and 21 July 2025.

That the report from the Manager - Democracy Services dated 30 May 2025 concerning the Election Campaigning - Protocols for Current Elected Members be received.

Hynes/Wallace

Carried

9. Reports from Board Representatives Appointed to Organisations and Assigned Responsibilities

9.1 **Chamber of Commerce** – the After Fives ‘Myth Busters’ event is due to be held at the Council Chambers on 24 June 2025 and all Board members are invited to attend. Further After Five meetings are planned for July and August. Plans are beginning for the Christmas Parade which is set for the first Saturday in December, there is a local company who has agreed to support with Traffic Management.

9.2 **Dannevirke Community Vehicle Trust** – patronage continues to grow particularly through the winter months.

9.3 **Dannevirke Brass Band** – a letter was sent to Council regarding funding for Dannevirke Brass Band. It was advised that this is currently being addressed by the Chief Executive. The Band is concerned about lack of communication around funding changes. The Band has been successfully operating in Dannevirke for 137 years.

9.4 **Dannevirke A & P Association** – the recent market day was a success. The community garden is going well with the next meeting scheduled for 17 June 2025.

10. Correspondence

10.1 Correspondence

That the correspondence as listed be received:

Letter of thanks from Dannevirke Community Board to KiwiRail

Acknowledgement Letter – Road Name Change Proposal – Waikopiro Road

Christison/Walshe

Carried

11. Discussion Items

- 11.1 **Wackrow Memorial Youth Award** – 10 nominations have been received, all judges and the guest speaker have been arranged. The judges will meet at 9:30am on 23 July 2025 before the judging session commences at 10:20am.
- 11.2 **Spring Festival** – the Board agreed to discuss this further when they meet for consultation discussions this week.
- 11.3 **Current TDC Consultations** – the Board agreed to meet this week to discuss the Freedom Camping Bylaw, Reserve Management Plan and Urban Enhancement Strategy consultations and provide submissions. It was noted that consultations close 20 June 2025 for Freedom Camping Bylaw and Reserve Management Plan, and 27 June 2025 for Urban Enhancement Strategy.
- 11.4 **Speed Indicator Sign for Smith Street Dannevirke** – it was advised that this had been accepted. The Chair will obtain an update to advise the Board.

12. Chairperson's Remarks

Nil

13. Items not on the Agenda

- 4.1 **Pūkaha Mount Bruce concerns** – a concern was raised regarding Tararua District Council's investment into Pūkaha and it was advised that TDC are actively working with Pūkaha. A new Board has been established for Pūkaha with Shane McManaway as the Chairperson and Bob Francis as the Deputy Chair. Discussions are ongoing and the information is commercially sensitive.
- 4.2 **Digital Sign** – when queried it was advised that the digital sign over the Town Hall in Dannevirke previously managed by the Dannevirke Service Centre would be managed by the Dannevirke Service Centre going forward; the Woodville sign is managed by the Woodville Service Centre.
- 4.3 **Dannevirke Rose Garden Report** – the Board acknowledged the positive work that has been carried out. Fifteen people attended in the weekend to assist with the garden. There has been a great response to calls for sponsorship and donation of rose bushes.
- 4.4 **Tree at Pongaroa** – a request was made to inform the community on this matter. It was acknowledged that the investigation is ongoing, however it is important the community is made aware of the outcome.

There being no further business the Chairperson thanked those present for their attendance and contributions, and declared the meeting closed at 9:59am.

Chairperson



Report

Date : 19 June 2025

To : Mayor and Councillors
Tararua District Council

From : Kawtar Tani
Group Manager - Strategy and Community Wellbeing

Subject : **Disposal Plans for Rationalisation of Land and Buildings**

Item No : **10.1**

1. Recommendations

1.1 *That the Council pursue the disposal of the following assets:*

- *39 Gregg Street, Dannevirke*
- *39 Ransom Street Reserve, Dannevirke*
- *DVK Rural Bus Depot, Dannevirke*
- *Land at 16 Bengston Street, Eketāhuna*

1.2 *That, prior to disposal, the Council inform occupiers of each property under consideration for disposal.*

1.3 *That the Council initiate engagement with iwi regarding the disposal of identified assets.*

1.4 *That the Council engage with the public regarding the disposal of identified assets.*

2. Reason for the Report

2.1 To seek Council approval to proceed with the disposal of land and buildings identified in this report.

3. Background

- 3.1 Rationalisation of Community Buildings and Council Land is a significant project in the Long Term Plan 2024-34.
- 3.2 Council resolved to pursue the disposal of identified assets on 18 December 2024.
- 3.3 To support the development of disposal plans, TDC engaged the Property Group to prepare land status reports for each property identified in the initial batch selected for further investigation. These are:
- 39 Ransom Street, Dannevirke (Reserve)
 - 39 Gregg Street, Dannevirke (Open Space)
 - 16 Bengston Street, Eketāhuna / Open Space behind Eketāhuna & Districts Early Settlers Museum Society
 - 62 Ormond Street, Woodville/ Woodville Pioneer Museum (Building)
 - 53 Denmark Street, Dannevirke/ Dannevirke Rural Bus Depot (Building)

4. Description

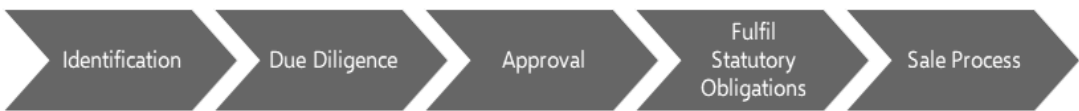
4.1 Methodology

4.2 The property reports outlined the status of each property, and how it is held by Council, how the property was acquired, if it is subject to the Public Works Act 1981 (PWA), the Reserves Act 1977 or if the land was acquired as park under the Local Government Act 2002. The reports also outlined the correct pathway(s) available to the Council to dispose of the Property, and any existing obligations on Council in following those pathways.

4.3 Land status reports were used to prepare more detailed step-by-step disposal plans for each property.

4.4 Process Overview

Figure 1: Overview of the disposal process



Objective	• Identify opportunity.	• Investigate whether opportunity is feasible.	• Obtain approval to dispose	• Progress statutory processes for disposal	• Transact sale, maximising value.
Activities	• Review of all land assets to identify opportunities.	• Identify Statutory Obligations and confirm statutory	• Report to Council to make a decision on	• Follow required processes under Reserves Act,	• Finalise sales strategy • Brief agent

	<ul style="list-style-type: none"> Is the property still required for its original purpose? Can the property be repurposed? Review of title, know issues, risks. Assessment of consultation requirements (against Significance and engagement policy). 	<p>processes</p> <ul style="list-style-type: none"> Identify third-party claims to property Obtain Planning and Consenting Advice Valuation and market appraisal. Obtain cost estimates for disposal process. Obtain initial views from Mana whenua. Discuss proposal with impacted stakeholders. 	proposed disposal	<p>Local Government Act, Public Works Act</p> <ul style="list-style-type: none"> Significance and engagement policy 	<ul style="list-style-type: none"> Finalise sale Proceeds may need to be shared with the Crown
Outcome	<ul style="list-style-type: none"> List of potential opportunities. 	<ul style="list-style-type: none"> List of properties suitable for disposal. List of properties not suitable for disposal. 	<ul style="list-style-type: none"> List of properties approved for disposal. 	<ul style="list-style-type: none"> Discharge of Statutory Obligations 	<ul style="list-style-type: none"> Property sold and proceeds available for re-investment.

4.5 Key Findings

4.5.1 Based on the reports prepared by The Property Group, findings for the five properties investigated are as follows:

4.5.2 Two properties, 62 Ormond Street, Woodville and 39 Ransom Street, Dannevirke, are subject to the Reserves Act (RA).

4.5.3 The property at 62 Ormond Street, Woodville/ Woodville Pioneer Museum (Building) is Crown derived (and subject to the Reserves Act).

4.5.4 None of the properties have been found/ are being considered to fall under the definition of a public work under the Public Works Act, and therefore, the offer-back provisions do not apply.

4.5.5 None of the properties fall within the definition of a park under the Local Government Act 2002 and provisions of section 138 of the LGA do not apply to the land.

4.5.6 None of the properties are subject to Treaty Settlement and / or subject to a Right of First Refusal by iwi.

4.5.7 All properties require subdivision consent (for various reasons).

4.5.8 For four of the five properties Council should register easements for existing infrastructure against the title. The exception to this is the property at 53 Denmark Street (former bus depot).

4.5.9 All properties have existing, or expired occupation agreements associated with them.

5. Next Steps

- 5.1 Prior to progressing with disposal, seek clarification about whether notice periods in the expired agreements are binding (legal advice), and what would be considered fair and reasonable in terms of ceasing an occupation agreement.
- 5.2 Inform the occupiers of the properties prior to undertaking public engagement, of Council's intention to progress the disposal of the properties and advise of next steps in the process.
- 5.3 Initiate iwi engagement for the disposal of land.
- 5.4 Develop a detailed communications and engagement plan for the disposal of all properties. This should cover engagement with tenants/leaseholders and users of the properties, iwi, as well as the general public and detail requirements for the relevant public notices required under the various legislations.
- 5.5 Initiate discussions with the Department of Conservation (DOC) regarding the proposal to revoke the Reserves Act status of the property at 39 Ransom Street. This step is essential, as any disposal of the property requires approval from the Minister of Conservation.
- 5.6 Obtain an easement prior to disposal of properties that contain stormwater or drinking water infrastructure.

6. Recommendations

- 6.1.1 Progress with the disposal of 39 Ransom Street, Dannevirke, 39 Gregg Street, Dannevirke, 16 Bengston Street, Eketāhuna, and 53 Denmark Street, to the next stage of the disposal process. Obtain market valuations for these properties.
- 6.1.2 Consider including the small land parcel (Lot 13 DP 14559), just to the north of 39 Ransom Street in the disposal of the land, as this was acquired in the same way/ has the same status as 39 Ransom Street.
- 6.1.3 Consider bundling the subdivision of 39 Ransom Street with 39 Gregg Street to streamline the process and reduce costs.
- 6.1.4 Consider bundling 39 Ransom Street and 39 Gregg Street for sale to create a larger land area, which may attract more buyers.
- 6.1.5 Do not progress the disposal of the Crown-derived property at 62 Ormond Street as any potential profit from the sale would have to be shared with the Crown. The time and cost of disposal and profit share may negate any potential financial benefit given the likely low value of the property.

Attachments

- 1 [↓](#). TDC_Land Disposal Process_Summary Report
- 2 [↓](#). Disposal Plan 1_39 Ransom Street Reserve, Dannevirke
- 3 [↓](#). Attachment Disposal Plan 1_20250509 Land Disposal Investigation Report 39 Ransom St Final v2(2)
- 4 [↓](#). Disposal Plan 2_62 Ormond Street, Woodville (Woodville Pioneer Museum)
- 5 [↓](#). Attachment DP 2_20250509 Land Disposal Investigation Report 62 Ormond St Final v2
- 6 [↓](#). Disposal Plan 3_39 Gregg Street, Dannevirke
- 7 [↓](#). Attachment DP 3_20250522 Land Disposal Report 39 Gregg St Final (4195461)
- 8 [↓](#). Disposal Plan 4_16 Bengston Street, Eketāhuna
- 9 [↓](#). Attachment Disposal Plan 4_20250522 Land Disposal Report 16 Bengston St Final (4195687)
- 10 [↓](#). Disposal Plan 5_53 Denmark Street, Dannevirke(2)
- 11 [↓](#). Attachment Disposal Plan 5_20250522 Land Disposal Report 53 Denmark St Final (4195569)

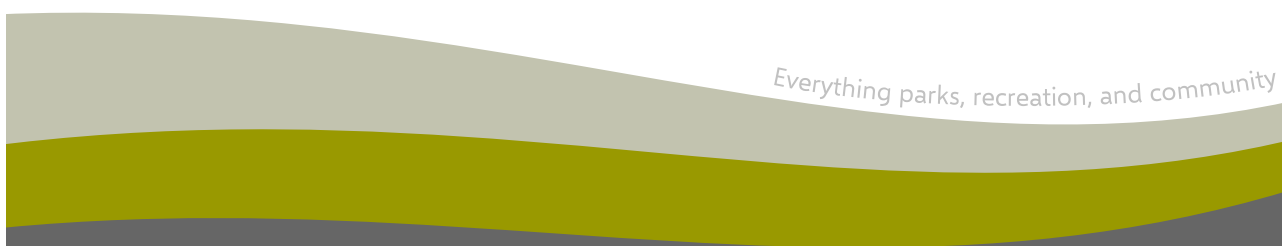


Disposal Process

Tararua District Council Land Disposal Process Advice

Prepared for Tararua District Council

22 May 2025



Tēnā koutou katoa

This report has been prepared for the Tararua District Council by Nicki Malone from Xyst (Xyst Limited, Xyst Australia PTY Ltd, Xyst Parks and Recreation Limited).

[Xyst](#) advises clients primarily in the local government sector in the areas of parks, recreation and tourism and provides benchmarking services through [Yardstick](#). We aim to provide practical advice that can improve the lives of people through the provision of parks, recreation and sustainable tourism.

Revision History

Rev.	Date	Author	Notes
1.0	26/05/2025	Nicki Malone	



CONTENTS

1 EXECUTIVE SUMMARY FOR PREPARATION OF LAND DISPOSAL PLANS 4

- 1.1 Purpose of the Report and Methodology 4
- 1.2 How to Read the Documents 4
- 1.3 Summary of Findings 5
- 1.4 Recommendations 6
- 1.5 Summary of Required Activities for Each Property 8

2 PROCESS OVERVIEW 11

3 DETAILED LAND DISPOSAL PROCESS 12

- 3.1 Stage 1: Identify Opportunity 12
- 3.2 Stage 2: Due Diligence 12
- 3.3 Stage 3: Approval 16
- 3.4 Stage 4: Fulfil Statutory Obligations 17
- 3.5 Stage 5: Sale Process 20

4 ATTACHMENT A – USEFUL LINKS AND INFORMATION 21

- 4.1 Department of Conservation – Statutory Land Management Application Forms 21
- 4.2 . Land Information New Zealand – Crown Property Disposal Information 21
- 4.3 Land Information New Zealand – Subdivision Checklist 21

ATTACHMENT B – FACT SHEET FOR DISPOSING OF LAND ADMINISTERED BY DEPARTMENT OF CONSERVATION (DOC) 22



1 EXECUTIVE SUMMARY FOR PREPARATION OF LAND DISPOSAL PLANS

1.1 Purpose of the Report and Methodology

Tararua District Council (TDC) engaged Xyst Limited to support the development of disposal plans for properties that were identified as opportunities for disposal/rationalisation.

To support the development of disposal plans, TDC engaged the Property Group to prepare land status reports for each property identified in the initial batch selected for further investigation. These are:

- 39 Ransom Street, Dannevirke (Reserve)
- 39 Gregg Street, Dannevirke (Open Space)
- 16 Bengston Street, Eketāhuna/ Open Space behind Eketahuna & Districts Early Settlers Museum Society
- 62 Ormond Street, Woodville/ Woodville Pioneer Museum (Building)
- 53 Denmark Street, Dannevirke/ Dannevirke Rural Bus Depot (Building)

The property reports outlined the status of each property, and how it is held by Council, how the property was acquired, if it is subject to the Public Works Act 1981 (PWA), the Reserves Act 1977 or if the land was acquired as park under the Local Government Act 2002. The reports also outlined the correct pathway(s) available to the Council to dispose of the Property, and any existing obligations on Council in following those pathways.

Xyst used the land status reports to prepare more detailed step-by-step disposal plans for each property.

1.2 How to Read the Documents

This report outlines the key stages of the disposal process (see Chapter 2) and provides a detailed, step-by-step breakdown of each stage (see Chapter 3).

Individual disposal plans follow the same structure as outlined in Chapter 3, but include only information specific to the property in question. Each disposal plan includes the corresponding Property Group report as an appendix.

A summary table in Chapter 1.5 gives an overview of the process steps for all five properties.

Attachments A and B include helpful links and information on government processes relevant to the disposal of Crown-derived land and land governed by the Reserves Act.



1.3 Summary of Findings

Based on the reports prepared by The Property Group, our findings for the five properties investigated are as follows:

Reserves Act 1977

- **Two** properties, 62 Ormond Street, Woodville and 39 Ransom Street, Dannevirke, are subject to the **Reserves Act (RA)**.
- In the case of both properties, only a part of the property is to be disposed of, and the intention is to retain the remainder under the RA.
- Prior to disposing of part of the land, the RA status of the properties would need to be revoked.
- Local authorities have the powers to initiate this process, but the final decision making over this process currently sits with the Minister for Conservation.
- Reserves Act revocations require public consultation (to be undertaken by the local authority). Timeframes for approval of a Reserves Act revocation approval are dependent on capacity of the Department of Conservation. We have been advised that in the worst-case scenario this process can take between 2-3 years.
- Prior to progressing the revocation process Council should discuss with DOC the likelihood of DOC supporting the revocation of the Reserves Act status of the two land parcels.
- The land to be retained by Council, which is subject to the RA, may need to be reclassified to reflect the new primary purpose of the site (e.g. the property at 62 Ormond Street is currently classified as Local purpose (museum) reserve, this would have to be changed to Local purpose (community building) or Local purpose (storage) reserve).

Crown Derived Land

- The property at 62 Ormond Street, Woodville/ Woodville Pioneer Museum (Building) is **Crown derived** (and subject to the Reserves Act).
- On completion of the Reserves Act revocation process the land will be passed to a Land Information New Zealand accredited supplier to complete the sale.
- Current Department of Conservation Policy is that the Crown and territorial authorities will equally share proceeds of a disposal of a revoked reserve and be reimbursed for costs.

Other statutory considerations

- None of the properties have been found/ are being considered to fall under the definition of a public work under the PWA, and therefore, the offer-back provisions do not apply.
- None of the properties fall within the definition of a park under the Local Government Act 2002 and provisions of section 138 of the LGA do not apply to the land.
- None of the properties are subject to Treaty Settlement and/ or subject to a Right of First Refusal by iwi.



Resource/ Subdivision Consent

- **All** properties require subdivision **consent** (for various reasons).
- For the properties at 39 Ransom and 39 Gregg Street, these are required only, should council wish to retain an esplanade reserve adjacent to the Tapuata Stream.
- A subdivision pre-application meeting should be held with a subdivision consent planner to understand whether the subdivision consents could be bundled (especially for 39 Ransom and 39 Gregg Streets).

Easements

- For **four of the five** properties Council should **register easements** for existing infrastructure against the title.
- The exception to this is the property at 53 Denmark Street (former bus depot).
- All other properties contain stormwater or drinking water infrastructure for which Council should obtain an easement prior to disposal.

Occupation Agreement (Leases/Licences)

- **All** properties have existing, or expired **occupation agreements** associated with them.
- Prior to progressing with disposal, Council should seek clarification about whether notice periods in the expired agreements are binding (legal advice)/ what would be considered fair and reasonable in terms of ceasing an occupation agreement.
- Inform the occupiers of the properties prior to undertaking public disposal.

1.4 Recommendations

Based on the information obtained for each property, we recommend:

- As a first step we recommend obtaining refined cost estimates for disposal processes and likely sales prices for individual properties. Cost estimates for disposal processes/subdivision should be able to be obtained from subdivision consent planner. Likely sales prices and market appraisals can be obtained by getting a market valuation from a real estate agent.
- Consider progressing the disposal of 39 Ransom Street, Dannevirke, 39 Gregg Street, Dannevirke, 16 Bengston Street, Eketāhuna and 53 Denmark Street, to the next stage of the disposal process. Obtain market valuations for these properties.
- Consider including the small land parcel (Lot 13 DP 14559), just to the north of 39 Ransom Street in the disposal of the land, as this was acquired in the same way/ has the same status as 39 Ransom Street.
- Inform occupiers of the four sites of Council's intention to progress the disposal of the above four properties and advise of next steps in the process.
- Initiate iwi engagement for the above four properties.

DISPOSAL PROCESS



- Initiate discussions with DOC for the revocation of the Reserves Act status of 39 Ransom Street, Dannevirke and the adjacent Lot 13 DP 14559.
- Do not progress the disposal of the Crown-derived property at 62 Ormond Street, as:
 - Any potential profit from the sale would have to be shared with the Crown.
 - Timeframes for disposal of the property will depend on LINZ priorities and capacity and are likely to be 3 years+.
- Time and cost of disposal and profit share may negate any potential financial benefit given the likely low value of the property
- Consider bundling the subdivision of 39 Ransom Street with 39 Gregg Street to streamline the process and reduce costs.
- Consider bundling 39 Ransom Street and 39 Gregg Street for sale to create a larger land area, which may attract more buyers
- Initiate discussions with the Department of Conservation (DOC) regarding the proposal to revoke the Reserves Act status of the property at 39 Ransom Street. This step is essential, as any disposal of the property requires approval from the Minister of Conservation. DOC has advised that this process may take up to three years.
- Consider developing a detailed communications and engagement plan for the disposal of all properties. This should cover engagement with tenants/leaseholders and users of the properties, iwi, as well as the general public and detail requirements for the relevant public notices required under the various legislations.



1.5 Summary of Required Activities for Each Property

The below table summarises findings from the individual disposal plans.

Colour Coding of Actions in Table	Significant issues/ not Council's to dispose	Some difficulty to implement actions/ dependent on other organisation i.e. DOC	Processes are reasonably well understood and can be progressed by Council/ agent on behalf of Council
-----------------------------------	----------------------------------------------	--------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

Figure 1 Overview of Required Actions for each Property

Stage	Step	39 Ransom Street, Dannevirke (Reserve)	39 Gregg Street, Dannevirke (Open Space)	16 Bengston Street, Eketāhuna (Open Space)	62 Ormond Street, Woodville (Building)	53 Denmark Street, Dannevirke (Building)
Due Diligence	Crown-Derived	N	N	N	Y	N
	Treaty Obligations/ Right of First Refusal	N	N	N	N	N
	Reserves Act Revocation Process	Y	N	N	Y	N
	Local Government Act Park Disposal Process	N	N	N	N	N
	Public Works Act Process	N	N	N	N	N
	Preliminary discussion with DOC (for reserves)	Y	N	N	Y	N

DISPOSAL PROCESS



Stage	Step	39 Ransom Street, Dannevirke (Reserve)	39 Gregg Street, Dannevirke (Open Space)	16 Bengston Street, Eketāhuna (Open Space)	62 Ormond Street, Woodville (Building)	53 Denmark Street, Dannevirke (Building)
	Preliminary discussion with consent planner	Y	Y	Y	Y	Y
	Preliminary Discussion with LINZ	Y	Y	Y	Y	Y
	Are other cadastral actions needed e.g. certificate of title, easements	Y	Y	Y	Y	Y
	Initial valuation	Y	Y	Y	Y	Y
	Cost estimates for disposal process	Y	Y	Y	Y	Y
	Iwi Consultation Required	Y	Y	Y	Y	Y
	Engagement with leaseholders/ tenants/ users required	Y	Y	Y	Y	Y
Approval	Report to Council 1 with shortlist of properties to take further	Y	Y	Y	Y	Y
Fulfil Statutory Obligation	Initiate Reserves Act revocation process	Y	N	N	Y	N
	Initiate LGA process for disposal of parkland	N	N	N	N	N
	Initiate PWA process for disposal of public work	N	N	N	N	N
	Occupation considerations	Y	Y	Y	Y	Y
	Public notification of proposal and EOI	Y	Y	Y	Y	Y



DISPOSAL PROCESS

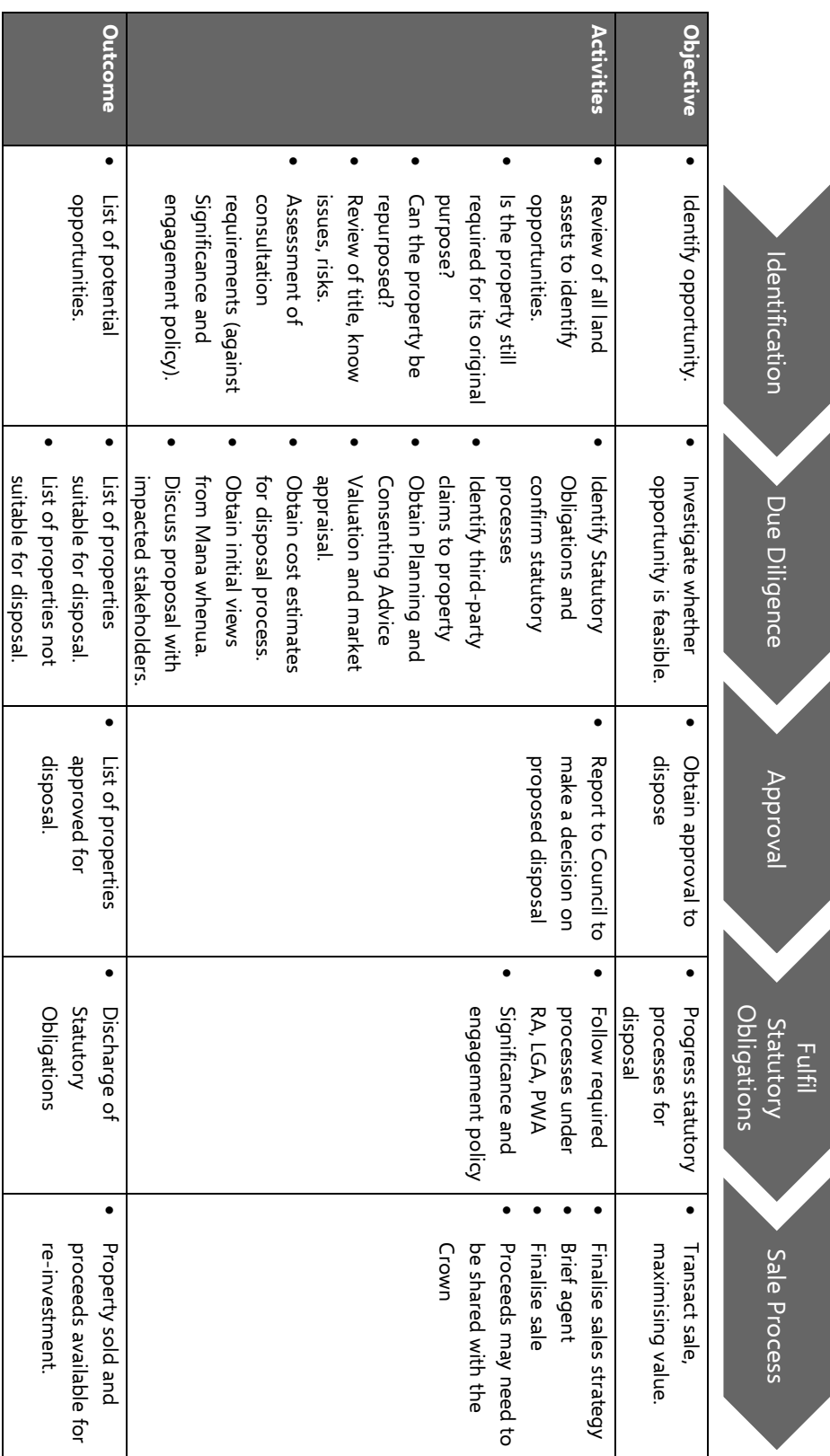
Stage	Step	39 Ransom Street, Dannevirke (Reserve)	39 Gregg Street, Dannevirke (Open Space)	16 Bengston Street, Eketāhuna (Open Space)	62 Ormond Street, Woodville (Building)	53 Denmark Street, Dannevirke (Building)
	Report to Council 2 (outcomes of EOI & revocation)	Y	Y	Y	Y	Y
	Completion of other RA processes such as reclassifications	Y	N	N	Y	N
	Ministerial Approval of Revocation Proposal	Y	N	N	Y	N
	Surveying of Land	Y	Y	Y	Y	Y
	Ministerial gazettal of revocation	Y	Y	Y	Y	Y
Sales Process	Report to Council 3	Y	Y	Y	Y	Y
	Subdivision consent	Y	Y	Y	Y	Y
	Marketing/Sale process	Y	Y	Y	Y	Y
	Execute Sale	Y	Y	Y	Y	Y
	Profit Share with Crown	N	N	N	Y	N

DISPOSAL PROCESS



2 PROCESS OVERVIEW

Figure 2 Overview of the Disposal Process





3 DETAILED LAND DISPOSAL PROCESS

3.1 Stage 1: Identify Opportunity

Step	Action(s)	Objective(s)
1. Identify Opportunity	<div><div>a. Review all land assets to identify opportunities.</div><div><div>• Assess if land is still used and required for its original purpose, if the property can be repurposed, or if it is no longer needed for any purpose.</div><div>b. Assess if disposal of the asset means a significant change in the level of service (assessment under the Significance and Engagement Policy)</div></div></div>	<div><div>1. To identify opportunities for disposal.</div><div>2. To identify use and requirement for the property and comply with the provisions of the Local Government Act for public consultation for significant intended changes to the level of service (section 97 LGA).</div></div>

3.2 Stage 2: Due Diligence

Step	Action(s)	Objective(s)
1. Confirm whether land is Crown-derived	<div><div>a. Assess whether land is Crown-derived.</div></div>	<div><div>3. To ensure ownership of the land is established and, if Crown-derived, obligations under relevant legislation complied with.</div></div>

DISPOSAL PROCESS



Step	Action(s)	Objective(s)
2. Identify Statutory and Third-Party Obligations and Processes	<ul style="list-style-type: none"> b. Assess consultation requirements against Council's Significance and Engagement Policy. c. Identify whether a property is Crown-derived and any statutory obligations that might apply. d. Confirm required processes to be followed under relevant legislation e.g. Reserves Act, Local Government Act, Public Works Act, etc. e. Identify third party claims property, occupation agreements, Right of First Refusal, Treaty Settlement, offer back under requirements. f. Meet with DOC to discuss the likelihood of support for revoking reserve status. 	<ul style="list-style-type: none"> • Ensure requirements under LGA and Council's Significance and Engagement Policy are met and appropriate public engagement is undertaken*. 4. Identify if there are any third-party claims against the property and obligations that need to be fulfilled e.g. treaty settlement, leases and whether as part of this, certain obligations need to be fulfilled e.g. lease termination clauses that need to be complied with, or land needs to be offered to iwi or other previous owners for a right of first refusal, etc. 5. To get an indication of the likelihood the commissioner will support reserve revocation and an indication of their preferred process, key contacts and timeframes. <p>*. Council's Significance and Engagement Policy states that the total of all land designated as reserve under the Reserves Act is one of Council's strategic assets and that any transfer of ownership or control of strategic assets requires the use of the Special Consultative Procedure under the LGA, but that Council would not necessarily undertake specific engagement of decisions that relate to a changes to part of a strategic asset, unless that part would have a tangible and significant effect on the level of service being sought by and provided to the community</p>



DISPOSAL PROCESS

Step	Action(s)	Objective(s)
3. Cadastral and Planning Advice	<p>g. Pre-application meeting with subdivision consent planner.</p> <p>h. Discussion with LINZ about obtaining titles for land currently without title. Should this be done prior to surveying or after. Also discuss with LINZ registering of easements, where required</p>	<p>6. To understand potential for subdivision, requirements and roadblocks.</p> <ul style="list-style-type: none"> To discuss with LINZ the most efficient way of obtaining title for land where currently no title has been issued.
4. Valuation/ Market Appraisal and Market Trend Analysis	<p>i. Obtain a valuation of the property by a registered independent valuer to establish the market value.</p> <p>j. Obtain an initial market investigation to assess market trends and whether there might be willing buyers (also see Expressions of Interest process information below).</p>	<p>7. To determine if proceeding with disposal is financially viable based on an indicative site plan</p> <p>8. To understand what fair market value looks like.</p> <p>9. To understand market conditions and help determine future sales/ marketing strategies.</p>
5. Obtain cost estimates for disposal processes and identify potential implications for Council.	<p>k. Obtain cost estimates to complete disposal process, including surveying and subdivision, costs associated with the sale, e.g. legal costs and marketing, and costs for required public notification processes.</p> <p>l. Understand potential cost implications for Council if the property is sold.</p>	<ul style="list-style-type: none"> To understand costs associated with disposal. <p>10. To understand potential cost implications to Council such as savings of annual operational costs and potential loss of income from occupation agreements or commercial activities.</p>
6. Discuss proposal with impacted stakeholders.	<p>m. Discuss the proposal to dispose of land with any existing tenants/users/leases.</p> <p>n. Any agreement with the Museum Trust will have to be appropriately terminated / partially terminated if the Council decides to dispose of part or all of the property.</p>	<p>11. To inform existing tenants, users, or leaseholders of the proposed land disposal and to identify any initial support, concerns, or objections that may influence the decision-making process.</p>

DISPOSAL PROCESS



Step	Action(s)	Objective(s)
7. Obtain initial views from Mana whenua	o. Hui with iwi to discuss proposals with iwi.	12. Comply with statutory requirements for iwi engagement under the Reserves Act 1977 (as per section 4 and Schedule 1 of the Conservation Act 1987) or Local Government Act 13. To obtain iwi views on potential disposal and whether iwi support or objects to proposal.



3.3 Stage 3: Approval

Step	Action(s)	Objective(s)
8. Report to Council 1	p. Report to council to present all information obtained during identification and due diligence stages and obtain a decision from Council on whether to progress disposal.	Inform council of: 14. the property valuation range and potential costs 15. required statutory processes e.g. under the Reserves Act 16. likelihood of reserve revocation being supported by DoC 17. feedback from iwi, users, tenants and lease holders Seek approval to: 18. Continue with disposal process 19. Take appropriate steps to discharge statutory obligations (see specifics below for different legislation)

DISPOSAL PROCESS



3.4 Stage 4: Fulfil Statutory Obligations

Step	Action(s)	Objective(s)
9. Initiate Reserve Status Revocation and other Reserves Act processes	<p>q. Notify the commissioner that council considers that the reserve status of (part of) the land be revoked</p> <p>r. Publicly notify intention to revoke the reserve status (see below)</p> <p>s. In some cases, where only part of the land is to be disposed of, classification actions may need to be undertaken for the remainder of the land. An example is the potential need to reclassify the remainder of the land at Woodville Pioneer Museum from Local Purpose (site for a museum) Reserve to Local purpose (community buildings) reserve.</p>	<ul style="list-style-type: none"> Ensure compliance with section 24 of Reserves Act including council notification to the commissioner in writing of intention to revoke status, public notification and forwarding of a council resolution to the commission, together with objections. to the Council resolution, the council considers for (reasons, stated in the resolution) that part of the land as a reserve should be revoked. <p>20. To ensure compliance with section 16 of the Reserves Act, all reserves must be classified according to their principal or primary purpose. A change in use may require a reclassification of land under section 24 of the Reserves Act. The power to approve reclassifications sits with territorial authorities, as per the Reserves Act 1977 Instrument of Delegation for Territorial Authorities from June 2013.</p>
10. Initiate LGA Parkland Process	<p>t. Develop a proposal and supporting material for public consultation on the proposed disposal of park land.</p> <p>u. Engage with Māori.</p>	<p>21. Comply with section 138 of LGA 2002 using principles in section 82 (consultation).</p> <p>22. Comply with section 81 of LGA 2002 (contributions to decision-making by Māori)</p>
11. Initiate PWA Process	<p>v. Undertake internal review to confirm whether the land/building is still needed for the public work it was acquired for.</p>	<p>23. Comply with section 40(1) of PWA ensuring that disposal only occurs when the land is no longer required for the public work for which it was acquired (or any other public work).</p>



DISPOSAL PROCESS

	<p>w. Investigate the history of the land and determine whether it was compulsorily acquired and identify the former owner or successors.</p> <p>x. Notify former owner(s), or their successors, and make a written offer to sell the land at current market value.</p> <ul style="list-style-type: none"> • If the offer is declined by the former owner, consider if land may be required by another government department of public agency. 	<p>24. Comply with the "offer back" requirement under section 40(2) of PWA.</p> <p>25. Fulfill the hierarchy of disposal preferences under government policies (e.g., first offer to other public entities before open market).</p>
12. Public notification of proposal and EOI	<p>y. Publicly notify for 1 month:</p> <ul style="list-style-type: none"> i. Intention to revoke reserve status, ii. Sell part of reserve, and iii. Seek expressions of interest to purchase 	<p>26. Compliance with section 24 of the Reserves Act 1977 which requires council to publicly notify its intention to revoke reserves status and provide an opportunity for the public to object to the revocation</p> <ul style="list-style-type: none"> • Seeking expressions of interest in purchasing the land will give the Council an early indication of market interest which may help decision making if there are significant objections are received to the proposal.
13. Report to Council 2	<p>z. Report the outcomes of the notification and EOI process and seek decision from Council about whether to continue with the revocation process and disposal.</p>	<p>Opportunity for the Council to:</p> <p>27. Consider any objections and/or support of the proposal to revoke reserve status and sell part of the reserve</p> <p>28. Understand any expressions of interest to purchase the property</p> <p>Seek a resolution:</p> <p>29. In relation to the objections</p> <p>30. To continue with the revocation process and forward all objections to the Commissioner with a copy of the council resolution in relation to those objections</p>

DISPOSAL PROCESS



14. Ministerial Approval of Revocation Proposal	aa. Forward objections and Council resolution to the Commission for the Minister to make a decision on revocation.	31. Compliance with s.24 (2)(c) of the Reserves Act 1977 which requires council to forward all objections to the Commissioner with a copy of the council resolution in relation to those objections
15. Surveying of Land	bb. Engage surveyor to survey area of land for which revocation of reservation is to be requested and, if required, cc. Prepare survey plan of proposed subdivision of land. dd. If adjacent to stream, as part of survey, tidy up any accretion or erosion and if desired, survey esplanade reserve area along the stream.	32. A survey office plan is required: a. to describe the area of the reserve where reserve status will be revoked and progress reserve revocation b. for subdivision consenting 33. for a sale and purchase agreement conditional on subdivision and issue of title (i.e. to defer the cost of subdivision until a buyer has been confirmed)
16. Ministerial gazettal of revocation	ee. Commissioner to publish notice in the NZ Gazette of revocation of reservation of whole or part of the reserve. Following revocation, Crown-derived reserve will become Crown land under the Land Act 1948. Any disposal of the land will be progressed by LINZ and subject to Crown disposal clearance requirements, which may include submission of the land to Te Tari Whakatau (Māori Protection Mechanism and Sites of Significance Process).	<ul style="list-style-type: none"> Comply with section 24 of the Reserves Act and complete the administrative process to finalise reserve revocation.
17. Report to Council 3	<ul style="list-style-type: none"> Report to the Council on the outcome of revocation process and if successful, delegation to CE to progress sale. Include confirmation of reclassification or other classification actions in this report, e.g. if part of the property is to be reclassified. 	<p>Inform council of:</p> <p>34. The outcome of the revocation process.</p> <p>Seek a resolution:</p> <p>35. Delegating the CEO to negotiate and execute the sale of the property within the valuation range</p>



DISPOSAL PROCESS

		<p>36. Require council to approve sale of the property if negotiations fail to reach the bottom end of the valuation range.</p> <p>37. Confirming other required classification actions.</p>
--	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

3.5 Stage 5: Sale Process

Step	Action(s)	Objective(s)
18. Subdivision consenting	ff. Engage agent to prepare and apply for subdivision consent	38. Complete subdivision of property to execute conditions of sale.
19. Marketing/Sale process	<p>gg. Request quotes from three real-estate agents to sell property</p> <p>hh. List property for sale by tender/deadline sale or auction</p> <p>ii. Negotiate and sign sale and purchase agreement conditional on land subdivision and title issue</p>	<p>39. Ensure price to sell property is competitive</p> <p>40. Ensure fair market value is obtained in compliance with the Local Government Act 2002 (Section 140), which requires the council to obtain at least market value for the disposal of land unless there is a specific reason for disposal at less than market value.</p> <p>41. Defer administrative costs to council related to subdivision and title issue until a buyer is confirmed.</p>
20. Execute Sale	21. Execute deed of sale.	<p>42. Property sold and proceeds made available for re-investment.</p> <p>43. For Crown-derived reserve where the reserve status has been revoked, proceeds from disposal, are to be equally shared between the Crown and the territorial authority.</p>



4 ATTACHMENT A – USEFUL LINKS AND INFORMATION

4.1 Department of Conservation – Statutory Land Management Application Forms

Includes forms that need to be completed when seeking approval for the revocation of the reservation of a reserve under section 24 of the Reserves Act 1977.

In terms of MOC criteria considered (i.e. information that needs to be provided) have a look at the Reserve Act consent application forms under the SLM page on the DOC website: see below –

[Statutory land management application forms](#)

4.2 Land Information New Zealand – Crown Property Disposal Information

Includes information about Crown Property Disposal Process, including legal obligations such as Right of First Refusal for land under a Treaty settlement and protection of values of Crown-owned land.

[Crown property disposals | Crown property Guidance](#)


4.3 Land Information New Zealand – Subdivision Checklist

Provides guidance to ensure necessary information and documentation are prepared when submitting a subdivision plan through the Landonline system. The document outlines the required steps and checks to facilitate accurate and efficient processing of subdivision applications.

[Subdivision Checklist | LINZ](#)



ATTACHMENT B – FACT SHEET FOR DISPOSING OF LAND ADMINISTERED BY DEPARTMENT OF CONSERVATION (DOC)

 <p>Department of Conservation <i>Te Papa Atawhai</i></p>	<p><i>Fact Sheet for Disposing of land administered by DOC – Information for Applicants</i></p>
<p>The Department of Conservation in accordance with Treaty of Waitangi principles and the various Treaty Claims Settlement Acts, provides the following information regarding the sale of land administered by the department.</p>	

While it is possible for land administered by the Department of Conservation to be sold, the process of land disposal by the Crown is somewhat more complex than the normal transfer of freehold title. The costs associated with the process can be a major factor in determining whether a disposal proceeds, especially in the case of small areas of land with low value, which are not adequately defined and have no title. In these cases the disposal costs may make the proposal uneconomic. As the likely benefactor of this sale you will be required to meet all costs associated with this process along with paying the current market value for the land. Therefore you will need to decide if this purchase is economical for you to pursue.

A broad outline of the process is set out below:

- **Treaty Settlement and RFR obligations.** As a first step, the department will check to see if the land is subject to any iwi Treaty claims, or if settlement has occurred, whether the land is subject to any Right of First Refusal (RFR) to purchase, in terms of the relevant Treaty Settlement legislation.
- **Preferential Sale.** The location of the land affects whether or not a preferential sale can occur to you. A preferential sale can only occur if you are an adjoining owner and the land is either:
 - between land already held in fee simple and a road which forms or should form the way of approach to that fee simple land or
 - without a convenient way of access or
 - suitable for use only in conjunction with the adjoining land or
 - unable to be disposed of to anybody else on account of the hardship that would cause the adjoining owner because of special circumstances.

If these criteria are not applicable then the land has to be offered on the **open market** as the department must seek to obtain the best return for the Crown.

- **Land Status Check.** A complete status check is then undertaken, to confirm land ownership, and to ensure that there are no encumbrances which might preclude the land from being sold.
- **Site Inspection.** Department of Conservation staff will inspect the land to ascertain whether or not there are any special conservation or reserve values that warrant the retention of the land in Crown ownership. As a general rule, if land is being used for a reserve or conservation purposes, it cannot be declared surplus.
- **Public Notification.** If the inspection report recommends that there is no reason for the Department to retain the land, the proposal to revoke the protected status must be publicly notified in one or more newspapers, and submissions or objections invited.

DISPOSAL PROCESS



- **Submissions or objections.** Must be given full consideration in accordance with the legislation. This may involve **formal hearings**.
- **Preparation of case to decision maker.** If there are no objections to the revocation, or objections received are not sustained, a case for revocation is prepared for consideration by the Minister of Conservation (delegated locally).
- **Survey.** The land may need to be defined by survey in order for title to be raised. Many lands administered by the Department are not sufficiently defined by survey. **This may often be a very significant cost – you may wish to seek a quote before proceeding.**
- **Gazette notice publication.** If the Minister's decision is to revoke and sell the land, a notice revoking the reserve status is published in the New Zealand Gazette. (This notice is not required if the land is a conservation area.)
- **LINZ Agent completes sale.** In the case of land designated as a reserve, once a notice is published in the New Zealand Gazette, the property is passed to a Land Information New Zealand accredited supplier to complete the sale because upon revocation of the reserve status the land becomes crown land administered by LINZ. The accredited supplier must ensure that all of the Crown's legal obligations are met, prior to the land being sold. The work involved in meeting these obligations is considerable and the cost of engaging an accredited supplier can be significant. **Their costs could range from \$3-15,000 depending on the complexity of the sale.**

In the case of land designated as a conservation area, the process may (at the department's discretion) either be dealt with "in house" by the department on a cost recovery basis, or by an accredited supplier

- **Crown's legal obligations.** The Crown's legal obligations include (but are not limited to):
 - Any Right of First Refusal available to iwi under settlement legislation. Iwi will be given first option on the land and if they accept the offer, disposal to that body will proceed) and
 - Any obligation to offer the land back to any former owner, and
 - Notification of the proposed disposal to a number of Crown and local government agencies to see if they have an interest in the land and; (eg Heritage New Zealand), and
 - Any obligations under Section 54 of the Land Act 1948 – this section provides for the offering of surplus Crown Land to the public in general, unless there is a strong case for the land to be offered preferentially. Most sales of Crown Land must be via public competition.

You will see that the process is complex, and so should not be undertaken lightly. It also takes a considerable time period from when the first step is undertaken to the point where any buyer gets title to the land.

There is a chance that the property subject to this process may never get to the open market because of public objections to the disposal being upheld or the land being acquired by iwi under a Right of First Refusal (if applicable). If there is no RFR or RFR is not taken up, and the tests for preferential sale are not met, the land would normally be offered on the open market, and is therefore available for purchase by anyone.

Sales of departmental land are at market value, as determined by a professional valuer.



Because of the complexity of the process, and the costs involved, it is generally not appropriate for the Department of Conservation to undertake the process without a guarantee from an applicant that they will meet the costs of disposal. In most cases, any person who expresses an interest in purchasing a specific parcel of public conservation land is asked to pay these costs. In these cases the applicant will need to agree to pay the costs of disposal regardless of whether they are the eventual purchaser.

There is a risk that any person who seeks to have the protected status of land removed, and the land sold, will not be successful for one reason or another. That risk has financial implications attached as the applicant would be expected to pay the costs, yet they may not be able to purchase the land. For this reason, the Department of Conservation cautions applicants to carefully consider the financial risks before proceeding with an application.

There have been instances where an application has been received, and the applicant has obtained the outcome they have sought. There have also been situations where an applicant has had to pay the costs of disposal, yet was not able to buy the land.

Each situation is quite different, and needs to be considered on its merits by both the Department of Conservation and the person(s) interested in the land.

If you wish to proceed with this process please complete the attached form and return it.

DISPOSAL PROCESS



To:

**Department of Conservation
Private Bag 4715
Christchurch**

Attn: SLM

Request to purchase Land

I wish to purchase the land described as:

Legal description:

Location:

Valuation ref:

(Map attached – Yes/No)

I request that you to commence the process to consider this disposal.

I understand the process associated with this request and accept that due to the Crowns legal obligations the land may be offered to another body.

I agree to meet all costs associated with this process.

Contact Details

Name: _____

Postal Address: _____

Phone No: _____

Cell No: _____

Email: _____

Signed: _____

Date: _____

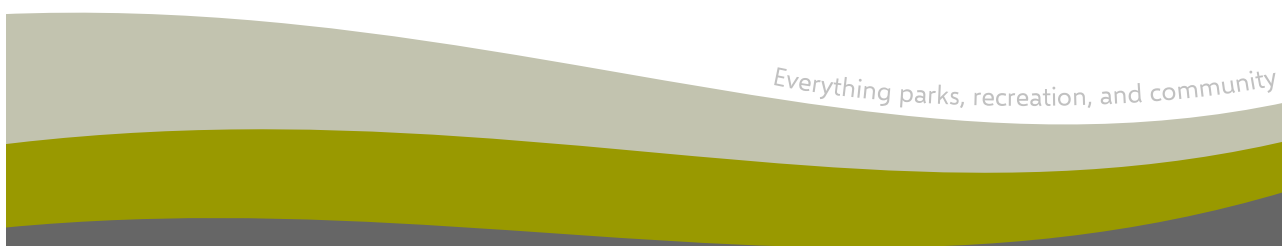


Land/Building Disposal Plan

39 Ransom Street, Dannevirke (Reserve)

Prepared for Tararua District Council

22 May 2025



Tēnā koutou katoa

This report has been prepared for the [insert council name] by [lead author] from Xyst (Xyst Limited, Xyst Australia PTY Ltd, Xyst Parks and Recreation Limited). [name (contractor)], [name] and [name] all provided significant input to the research and final report.

We thank [names] for their contribution to the report.

Xyst advises clients primarily in the local government sector in the areas of parks, recreation and tourism and provides benchmarking services through **Yardstick**. We aim to provide practical advice that can improve the lives of people through the provision of parks, recreation and sustainable tourism.

Revision History

Rev.	Date	Author	Notes
1.0	15/05/2025		



CONTENTS

39 RANSOM STREET	4
Stage 2: Due Diligence (2-3 months)	4
Stage 3: Approval (2 months).....	7
Stage 4: Fulfil Statutory Obligations (4-6 months plus DOC internal processes)	7
Stage 5: Sale Process (tbc).....	9

39 RANSOM STREET, DANNEVIRKE



Property Information	
Legal description	Lot 5 DP 14559
LINZ ID	4234293
Size	1.06ha
Location	39 Ransom Street, Dannevirke
Tararua District Council	Tararua District Council
Land Status	Unclassified reserve subject to the Reserves Act 1977

To Note:

To the north of Part Lot 2 DP 6101 is Lot 13 DP 14559 (see map below), an irregular shaped parcel measuring 275 square metres more or less. Lot 13 DP 14559 was vested as recreation reserve in the Council at the same time as the Part Lot 2 DP 6101 and therefore, has the same status. Council should consider including Lot 13 DP 14559 in the disposal. The two properties should be treated consistently and in tandem in respect of any disposal.



Stage 2: Due Diligence (2-3 months)

1. Statutory and Third Party Considerations

	Y/ N	Comment
Crown-derived	N	Not Crown-derived; can be disposed of without profit share with Crown.
Subject to Treaty Settlement	N	Not subject to Treaty Settlement or right of first refusal.
Held under Reserves Act (RA)	Y	Subject to the RA. Requires revoking of RA status, including public notification, including public notification . Decision to revoke sits with Minister of Conservation, not Council.
Park subject to Local Government Act (LGA)	N	Not considered a park under the Local Government Act.
Subject to Public Works Act (PWA)	N	Not considered a public work under PWA.
Occupation Agreement	Y	Land is leased. Lease expires in February 2028. Lease terms need to be complied with.

Required actions:

- Meet with DOC to discuss the likelihood of support for revoking reserve status.
- Discuss the proposal to dispose of land with any existing leaseholder (see 5. Below).

- c. As required under the Reserves Act, engage with iwi on the proposal to revoke the reserve status of the land (see 6. below).

2. Cadastral and Planning Advice (1 month)

	Y/ N	Comment
Sub-division of land required	Y	Subdivision of land is required to create an esplanade reserve adjacent to Tapuata Stream
Certificate of Title required	Y	Property currently has no certificate of title. A certificate of title will need to be issued.
Easements required	Y	Stormwater assets are located on the land and an easement should be registered for this against the title.

Required actions:

- Subdivision pre-application** meeting - Subdivision Consent Planner
- Advice about when to get **certificate of title**, timing of this and registration of **easements** for stormwater assets - LINZ

3. Valuation/ Market Appraisal and Market Trend Analysis

Required actions:

- Market assessment (value and potential interest)** – Real Estate Agent
- Valuation** – Registered Valuer

4. Cost Estimates

Rateable Value	
Rateable capital value	\$85,000
Rateable land value	\$85,000
Existing operational expenditure/income	
Lease income	\$1,446.70 p/a (Lease for 39 Ransom Street and 39 Gregg Street).
Maintenance costs	NIL
Operational budget (5 years)	No budget allocated
Forecast expenses (10 years)	No budget allocated
Disposal Cost (Rough Estimate)	
Surveying	\$4,000–\$10,000 (Site survey and scheme plan)
Subdivision Consenting (if successful)	\$12,000–\$36,000

	(Resource consent application, completion certificate, Land Transfer Plan and Cadastral Survey)
Legal costs	\$2,000–\$5,000+ (Preparation of legal documents by solicitor; does not include costs associated with the sale of the property)
LINZ Costs	\$500–\$1,000+ (Issuing of certificate of title)
Marketing	Est. 2.5 - 4% of sale price
Public notifications	\$500–\$1,000

5. Engagement with Impacted Stakeholders (1 month)

Required actions:

- Meeting or phone call with existing lease holder to gauge their views on the proposal to dispose of land/ facility.
- Any occupation agreements will have to be appropriately terminated if the Council decides to dispose of the property. The notice period to terminate the lease is 3 months.

6. Iwi Engagement (1-2 month)

Required actions:

- Hui with iwi to gauge their views on proposed disposal.

Stage 3: Approval (2 months)

7. Council Approval to Progress Disposal

Required actions:

- Business report 1 to elected members seeking approval to start **Reserves Act revocation of reservation**, including public notification and progress disposal process.

Stage 4: Fulfil Statutory Obligations (4-6 months plus DOC internal processes)

8. Statutory Process and EOI (2 months)

Required actions:

- Notify the Reserves Act Commissioner that Council has passed a resolution, for reasons stated in the resolution, to progress revoking the reservation over whole or part of the land.

- b. Publicly notify intention to revoke the reserve status and call for written objections by affected persons to the chief executive officer of council– 1 month.

9. Council Approval to Progress Revocation and Disposal (2-3 months)

Required actions:

- a. Business report 2 to elected members seeking approval to progress disposal and revocation, considering:
 - I. Objections received to proposal to revoke reservation over land.
 - II. Expressions of interest received to purchase the property.

10. Ministerial Approval for Revocation (dependent on DOC capacity)

- b. Council to forward resolution and objections received to the Commissioner.
- c. Minister of Conservation to consider proposed revocation, objections and resolution passed by Council.
- d. If Minister approves revocation proposal, then Minister to give notice in the Gazette of the revocation of the reservation^{1,2}.

11. Surveying and Subdivision Plan (1 months)

Required actions:

- e. Survey area of land for which revocation of reservation is to be requested, prepare subdivision plan, including an esplanade reserve along the stream and tidy up any accretion or erosion-Surveyor

12. Council Approval to Progress Sale (2-3 months)

- f. If revocation is approved by the Minister, business report 3 to elected members to:
 - I. Inform Council of the outcome of the revocation process and, if successful, delegate to the CEO to negotiate and execute the sale of the property within the valuation range.

¹ NZ Gazette may describe manner in which the reserve can be disposed of and proceeds to the sale may be used.

² Prior to Gazettal the land for which the reservation is to be revoked needs to be defined by a survey.



Stage 5: Sale Process

13. Subdivision Consent

Required actions:

- a. Engage agent to prepare and apply for subdivision consent
- b. Resource consent (subdivision/boundary adjustment)

14. Marketing of property for sale

15. Sale agreement in principle

Required actions:

- a. Marketing – Real Estate Agent
- b. Sale and purchase agreement
 - i. Subject to survey/subdivision consenting if required

16. Execute sale and purchase/transfer

17. Required actions:

- a. Execute sale.

Placeholder for Attachment

10.1

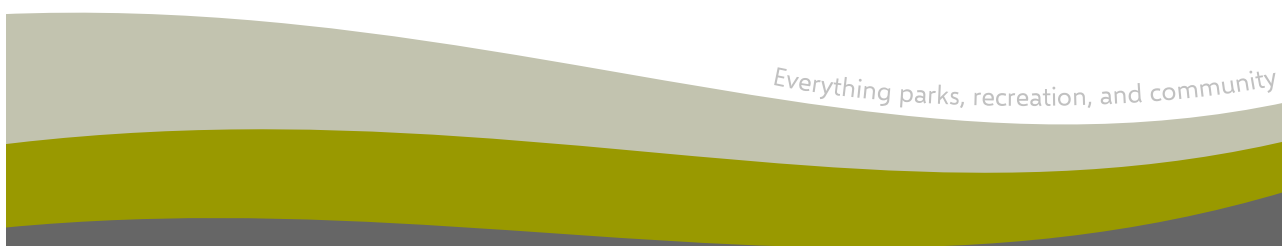


Land/Building Disposal Plan

62 Ormond Street, Woodville (Woodville Pioneer Museum)

Prepared for Tararua District Council

22 May 2025



Tēnā koutou katoa

This report has been prepared for the [insert council name] by [lead author] from Xyst (Xyst Limited, Xyst Australia PTY Ltd, Xyst Parks and Recreation Limited). [name (contractor)], [name] and [name] all provided significant input to the research and final report.

We thank [names] for their contribution to the report.

Xyst advises clients primarily in the local government sector in the areas of parks, recreation and tourism and provides benchmarking services through **Yardstick**. We aim to provide practical advice that can improve the lives of people through the provision of parks, recreation and sustainable tourism.

Revision History

Rev.	Date	Author	Notes
1.0	15/07/2023		



CONTENTS

WOODVILLE PIONEER MUSEUM.....	4
Stage 2: Due Diligence (2-3 months)	4
Stage 3: Approval (2 months).....	7
Stage 4: Fulfil Statutory Obligations (4-6 months plus time for Minister to consider proposal)	7
Stage 5: Sale Process (tbc).....	9

WOODVILLE PIONEER MUSEUM



Property Information	
Legal description	Town Section 44 Woodville
LINZ ID	4199811
Size	1026m²
Location	62 Ormond Street, Woodville
Ownership	Crown-derived land vested in Tararua District Council
Land status	Classified Local Purpose (site for a museum) Reserve subject to the Reserves Act 1977

Stage 2: Due Diligence (2-3 months)

1. Statutory and Third Party Considerations

	Y/ N	Comment
--	------	---------

LAND/BUILDING DISPOSAL PLAN

Crown-derived	Y	Crown-derived; vested in Woodville Borough Council in 1903. On completion of the Reserves Act revocation, land will be passed to a Land Information New Zealand accredited supplier to complete the sale. Current Department of Conservation Policy is that the Crown and territorial authorities will equally share proceeds of a disposal of a revoked reserve and be reimbursed for costs.
Treaty Settlement	N	Not subject to Treaty Settlement or Right of First Refusal.
Reserves Act (RA)	Y	Subject to Reserves Act; held as classified Local purpose (museum) reserve. Requires revoking of RA status, for front part of the reserve (subject to survey and subdivision), including public notification, including public notification . Decision to revoke sits with Minister of Conservation, not Council. The rear part of the should be reclassified to reflect the change of primary purpose to use for storage.
Local Government Act (LGA)	N	Not considered a park under the Local Government Act.
Public Works Act (PWA)	N	Not considered a public work under the PWA.
Occupation Agreement	Y	The house at the front of site and modern storage shed at the rear are used for storage by the Woodville Museum Trust. A formal/ current occupation agreement does not appear to be in place. Any potential terms of an agreement or arrangement with the Museum Trust will need to be appropriately terminated. Consideration needs to be given to where the items currently stored in the building will be relocated to.

Required actions:

- a. Meet with DOC to discuss the likelihood of support for revoking reserve status and potential sales process and profit sharing following a sale.

2. Cadastral and Planning Advice (1 month)

	Y/ N	Comment
Sub-division of land required	Y	Subdivision of land is required to separate the former residential dwelling from the modern storage sheds at the back of the property.
Easements required	Y	There is currently no easement to access the rear of the property. To enable access to the rear of the property where the modern storage sheets are located, Council may need to obtain an easement, to access the property from the service lane off Pollen Street.

LAND/BUILDING DISPOSAL PLAN – WOODVILLE PIONEER MUSEUM

Required actions:

- a. **Subdivision pre-application** meeting - Subdivision Consent Planner

3. Valuation/ Market Appraisal and Market Trend Analysis

Required actions:

- a. **Market assessment (value and potential interest)** – Real Estate Agent
- b. **Valuation** – Registered Valuer

4. Cost Estimates

Rateable Value	
Rateable capital value	\$265,000
Rateable land value	\$205,000
Existing operational expenditure/income	
Lease income	N/A
Anticipated maintenance (1-3 years)	\$70,000 – interior and exterior repaint
Anticipated maintenance (3-10 years)	\$15,000 - minor repairs and maintenance
Operational budget (5 years)	\$3,000 - minor repairs and maintenance
Disposal Cost (Rough Estimate)	
Surveying	\$4,000–\$10,000 (Site survey and scheme plan)
Subdivision Consenting (if successful)	\$12,000–\$36,000 (Resource consent application, completion certificate, Land Transfer Plan and Cadastral Survey)
Legal costs	\$2,000–\$5,000+ (Preparation of legal documents by solicitor; does not include costs associated with the sale of the property)
LINZ Costs	\$500–\$1,000+ (Issuing of certificate of title)
Marketing	tbc
Public notifications	\$500–\$1,000

5. Engagement with Impacted Stakeholders (1 month)

Required actions:

LAND/BUILDING DISPOSAL PLAN

- a. Discuss the proposal to dispose of land with the Woodville Museum Trust, including giving consideration to where items currently stored in the building at the front will be relocated to.
- b. Any agreement with the Museum Trust will have to be appropriately terminated / partially terminated if the Council decides to dispose of part or all of the property.

6. Iwi Engagement (1-2 month)

Required actions:

- a. Hui with iwi to gauge their views on the proposed revocation of the Reserves Act status of part of the land and its disposal.

Stage 3: Approval (2 months)

7. Council Approval to Progress Disposal and Start Reserves Act Revocation and Reclassification

Required actions:

- a. Business report 1 to elected members seeking approval to progress the disposal process and to start **Reserves Act processes for revocation of reservation** over part of the reserve (front of property) and **reclassification** of the remainder (area with storage sheds at rear of property), including public notification

Stage 4: Fulfil Statutory Obligations (4-6 months plus time for Minister to consider proposal)

8. Statutory Process and EOI (2 months)

Required actions:

- a. Notify the Reserves Act Commissioner that Council has passed a resolution, for reasons stated in the resolution, to progress revoking the reservation over part of the land.
- b. Publicly notify intention to revoke the reserve status over part of the reserve and reclassify the remainder and call for written objections by affected persons to the chief executive officer of council - 1 month.
- c. Via the public notice, seek expressions of interest to purchase the front part of the property.

9. Council Approval to Continue Revocation and Disposal (2-3 months)

Required actions:

- a. Business report 2 to elected members seeking approval to progress disposal and revocation, considering:
 - i. Objections received to proposal to revoke reservation over part of the land.

II. Expressions of interest received to purchase the property.

10. Ministerial Approval for Revocation (dependent on DOC capacity - 2-3 years)

- b. Council to forward resolution and objections received to the proposed revocation to the Commissioner.
- c. Minister of Conservation to consider proposed revocation, objections and resolution passed by Council.
- d. If Minister approves revocation proposal, then Minister to give notice in the Gazette of the revocation of the reservation^{1,2}.

11. Surveying and Subdivision Plan (1 months)

Required actions:

- e. Survey area of land for which revocation of reservation is to be requested and area to be reclassified – Surveyor.

12. Inform Council of Outcome of Revocation and Next Steps (2 – 3 months)

- f. Business report 3 to elected members to:
 - I. Inform Council of the outcome of the revocation process and confirm reclassification of the rear of the property.
 - II. If the revocation has been approved by the Minister, the front part of the property will be transferred to LINZ to progress the disposal.

¹ NZ Gazette may describe manner in which the reserve can be disposed of and proceeds to the sale may be used.

² Prior to Gazettal the land for which the reservation is to be revoked needs to be defined by a survey.

LAND/BUILDING DISPOSAL PLAN

Stage 5: Sale Process (tbc)

13.Subdivision Consent (tbc)

Required actions:

- a. Engage agent to prepare and apply for subdivision consent
- b. Resource consent (subdivision/boundary adjustment)

14.Progress Sale (tbc)

As the property is Crown-derived, the land will be handed to LINZ to progress disposal.

The current Department of Conservation Policy is that the Crown and territorial authorities will **equally share proceeds** of a disposal of a revoked reserve and be reimbursed for costs.

Placeholder for Attachment

10.1

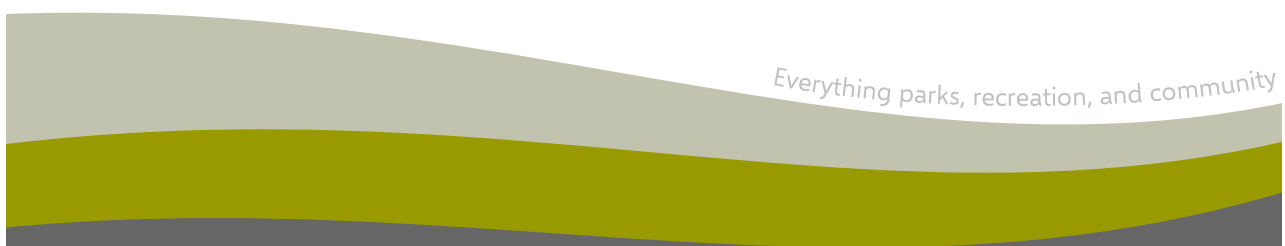


Land/Building Disposal Plan

39 Gregg Street, Dannevirke

Prepared for Tararua District Council

23 May 2025



Tēnā koutou katoa

This report has been prepared for the [insert council name] by [lead author] from Xyst (Xyst Limited, Xyst Australia PTY Ltd, Xyst Parks and Recreation Limited). [name (contractor)], [name] and [name] all provided significant input to the research and final report.

We thank [names] for their contribution to the report.

Xyst advises clients primarily in the local government sector in the areas of parks, recreation and tourism and provides benchmarking services through **Yardstick**. We aim to provide practical advice that can improve the lives of people through the provision of parks, recreation and sustainable tourism.

Revision History

Rev.	Date	Author	Notes
1.0	15/05/2025		



CONTENTS

39 RANSOM STREET	4
Stage 2: Due Diligence (2-3 months)	5
Stage 3: Approval (2 months)	7
Stage 4: Fulfil Statutory Obligations (4-6 months plus DOC internal processes)	7
Stage 5: Sale Process.....	7

39 GREGG STREET, DANNEVIRKE



Property Information	
Legal description	Part Lot 2 DP 6101
LINZ ID	4234282
Size	3.99ha
Location	39 Gregg Street, Dannevirke
Ownership	Tararua District Council (in fee simple)
Land status	Subject to the Local Government Act 2002

Stage 2: Due Diligence (2-3 months)

1. Statutory and Third Party Considerations

	Y/ N	Comment
Crown-derived	N	Not Crown-derived; can be disposed of without profit share with Crown.
Subject to Treaty Settlement	N	Not subject to Treaty Settlement or right of first refusal.
Held under Reserves Act (RA)	N	Not subject to the RA.
Park subject to Local Government Act (LGA)	N	Not considered a park under the Local Government Act.
Subject to Public Works Act (PWA)	N	Not a public work under PWA.
Occupation Agreement	Y	Land is leased. Lease expires in February 2028. Lease terms need to be complied with.

2. Cadastral and Planning Advice (1 month)

	Y/ N	Comment
Sub-division of land required	Y	Subdivision of land is required if Council wishes to retain an esplanade reserve adjacent to Tapuata Stream. (An alternative option is to dispose the land as is. Council can acquire the esplanade reserve, if the new owner subdivides the land).
Certificate of Title required	Y	The certificate of title is currently in the name of Dannevirke Borough Council. A certificate of title should be issued in the name of Tararua District Council.
Easements required	Y	Water supply assets are located on the land and an easement should be registered against the title.

Required actions:

- Subdivision pre-application** meeting - Subdivision Consent Planner.
- Advice about updating the property ownership information on **certificate of title**, timing of this and registration of **easements** for stormwater assets – LINZ.

3. Valuation/ Market Appraisal and Market Trend Analysis

Required actions:

- Market assessment (value and potential interest)** – Real Estate Agent

b. **Valuation** – Registered Valuer

4. Cost Estimates

Rateable Value	
Rateable capital value	\$505,000
Rateable land value	\$500,000
Existing operational expenditure/income	
Lease income	\$1,446.70 p/a (Lease for 39 Ransom Street and 39 Gregg Street).
Maintenance costs	NIL
Operational budget (5 years)	No budget allocated
Forecast expenses (10 years)	No budget allocated
Disposal Cost (Rough Estimate)	
Surveying	\$4,000–\$10,000 (Site survey and scheme plan)
Subdivision Consenting (if successful)	\$12,000–\$36,000 (Resource consent application, completion certificate, Land Transfer Plan and Cadastral Survey)
Legal costs	\$2,000–\$5,000+ (Preparation of legal documents by solicitor; does not include costs associated with the sale of the property)
LINZ Costs	\$500–\$1,000+ (Issuing of certificate of title)
Marketing	2.5-4% of sale price
Public notifications	\$500–\$1,000

5. Engagement with Impacted Stakeholders (1 month)

Required actions:

- Meeting or phone call with existing lease holder to gauge their views on the proposal to dispose of land/ facility.
- Any occupation agreements will have to be appropriately terminated if the Council decides to dispose of the property. The notice period to terminate the lease is 3 months.

6. Iwi Engagement (1-2 month)

Required actions:

- Hui with iwi to gauge their views on proposed disposal.



Stage 3: Approval (2 months)

7. Council Approval to Progress Disposal

Required actions:

- a. Business report 1 to elected members seeking approval to progress disposal, including public notification if found necessary as part of the Significance assessment (see Stage 1 in process overview table).

Stage 4: Fulfil Statutory Obligations

8. Statutory Process and EOI (2 months)

Required actions:

- a. Publicly notify intention to dispose of the land and call for written objections to the chief executive officer of council (suggested 1 month).
- b. An alternative option is to notify any proposed disposals as part of the next LTP consultation.

9. Council Approval to Continue Disposal (2-3 months)

Required actions:

- b. Business report 2 to elected members seeking approval to continue disposal, considering:
 - I. Objections received to proposal to dispose of the land.
 - II. Expressions of interest received to purchase the property.
- c. If approved to continue with disposal:
 - III. delegate to the CEO to negotiate and execute the sale of the property within the valuation range.

Stage 5: Sale Process

10. Surveying (1 months)

Required actions:

- a. Survey area of land and prepare subdivision plan, including an esplanade reserve along the stream and tidy up any accretion or erosion- Surveyor

11. Subdivision Consent

Required actions:

- b. Engage agent to prepare and apply for subdivision consent

- c. Resource consent (subdivision/boundary adjustment)

12. Marketing of property for sale

13. Sale agreement in principle

Required actions:

- d. Marketing – Real Estate Agent
- e. Sale and purchase agreement
- l. Subject to survey/subdivision consenting if required

14. Execute sale and purchase/transfer

Required actions:

- f. Execute sale.



The Property Group Limited
Christchurch Office
PO Box 7240 Christchurch 8240
Level 2, Lion House
169 Madras Street
Christchurch 8011

22 May 2025
Our Job No 720153

Land Disposal Investigation Report – 39 Gregg Street, Dannevirke

Introduction

Tararua District Council (**Council**) has engaged The Property Group Limited (**TPG**) to complete a land status and acquisition history investigation in respect of the property at 39 Gregg Street, Dannevirke (**Property**).

The purpose of this investigation is to:

1. Confirm the status of the Property, and how it is held by Council,
2. Establish the acquisition history of the Property,
3. If the Property is subject to the Public Works Act 1981 (**PWA**), identify the former owner (and any successor) and whether there is an obligation to 'offer back', and
4. Establish the correct pathway(s) available to Council to dispose of the Property, and any existing obligations on Council in following those pathways.

TPG has completed a detailed review and research into the Property to determine Council's statutory obligations and recommended disposal process, should all or part of the Property become surplus to Council's requirements. The purpose of this report is to assist in future decision making, and stakeholder engagement in respect of the Property. This report is preliminary advice only and neither the request for this report nor the report itself is in any way intended to imply the Property has been declared surplus or that Council intends to declare it surplus.

Executive Summary

The Property is legally described as Lot 2 Deposited Plan (**DP**) 6101, being part of the land held in Record of Title (**RT**) HBD2/739. The Property is 3.9927 hectares more or less land is located at 39 Gregg Street, Dannevirke.

Our investigations have concluded that Council owns the Property in fee simple, subject to the Local Government Act 2002.

The Property was not acquired for and has not been held or used for a public work and is not subject to the PWA. There is no obligation to address the PWA in the disposal of the Property. Should the Property be declared surplus to Council's requirements, Council can dispose of the Property in accordance with the Local Government Act 2002, its applicable internal disposal policies (if any).


Should Council wish to reserve an esplanade strip along the edge of Tapuata Stream, planning advice would be required, and a subdivision consent would be necessary. As part of this process, a survey would be required.

The land in RT HBD2/739 is still in the name of Dannevirke Borough Council, and the ownership of it should be updated by the making of a section 90 Land Transfer Act 2017 application to the Registrar General of Land.

We also note that the Property is subject to a lease to Warren Leslie Pinfold for a further term of five years expiring 14 February 2028, as described later in this report. Council would need to ensure it complies with the termination provision in the Lease – three months' notice is required.

Additionally, we note that there is tree cover on the Property, however we have not investigated any possible implications under the Climate Change Response Act 2002 (in terms of that land falling within the definition of pre-1990 forest land or post-1989 forest land). Council may wish to investigate this further if the Property is declared surplus.

Further details are outlined below.

Client	Tararua District Council
Instruction	Email dated 6 March from Kawtar Tani, Group Manager – Strategy & Community Wellbeing attaching a signed short form agreement pursuant to TPG’s proposal dated 3 March 2025.
Location/Address Physical Description	<p>The Property is located in the north-western outskirts of Dannevirke and is shaded yellow in Diagram A below. The Property is bare land with trees and other vegetation along the northern, western, and southern boundaries of the Property. There is a stand of trees towards the centre of the Property, taking up an area of approximately 2,450 square metres.</p> <p>Aerial images show an open drain running diagonally through the north-western corner running into the Tapuata Stream. The topography appears to show gentle undulation.</p> <p>The western boundary of the Property abuts the Tapuata Stream (legally represented as a hydro parcel), though it appears that there is some accretion to and erosion from the Tapuata Stream, and thus the legal boundary of the Property is not reflected in the physical location of the stream.</p> <p>The Property is accessed from Gregg Street through a gate approximately 40 metres from the street boundary – see Diagram B below. We understand from Council officers that there is public access through this gate, however we note that public access on to the Property would conflict with the Lessee’s entitlement to “quiet enjoyment” under the terms of the Lease (as defined and discussed below). There are no provisions relating to public access in the Lease.</p> <p>Aerial imagery appears to show that the boundary between the Property and the adjoining 39 Ransom Street Reserve (Lot 5 DP 14559) is unfenced – and presumably the boundary between the Property and adjoining Lot 13 DP 14559 is also unfenced. The boundary appears to be fenced between the Property and the private land to the north (Part Lot 10 DP 2698).</p>  <p>Diagram A: Aerial Plan of the Property (shaded yellow).</p>

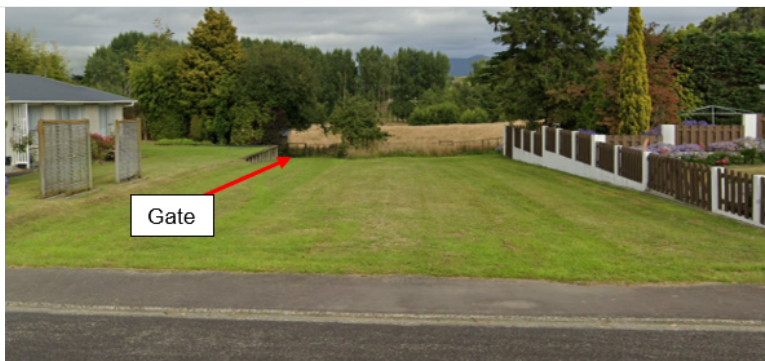


Diagram B: Snip of Google Street View 39 Gregg St access to the Property (Jan 2025).

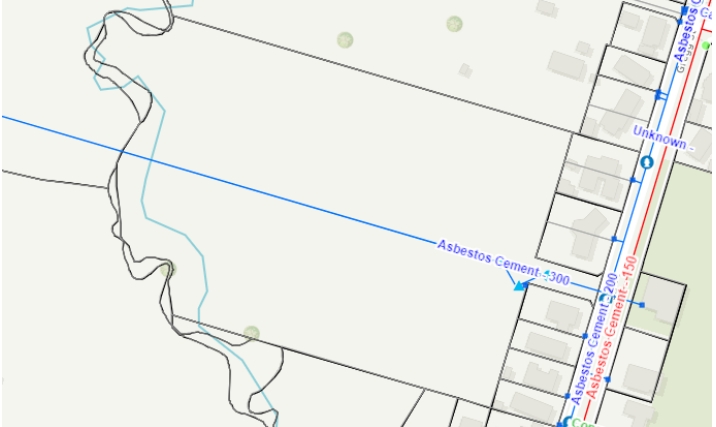
An article in the Manawātū Standard dated 2 January 2025¹ states the following about the Property:

At Dannevirke were two properties that backed onto each other in the northwestern edge of town, the Ransom Street Reserve and 39 Gregg St. The Gregg St property was not developed or used for recreation, and had a low-value grazing lease. Residential development would require a zone change and some low-lying parts could be susceptible to flooding. It was across the road from Coronation Park, so recreation demand was limited. The council would consider retaining an esplanade strip along Tatapuata Stream by the two sites, if they were sold.

Parcel ID	4234282
Legal Description, Area and Title	<p>3.9927 hectares more or less being Lot 2 DP 6101 held in RT HBD2/739 in the name of Dannevirke Borough Council.</p> <p>An application under section 90 Land Transfer Act 2017 would be required to update the name of the registered owner.</p> <p>If Council wishes to create an esplanade strip along the edge of Tapuata Stream, planning advice will be required, and a subdivision consent will be necessary. As part of this process, a survey will also be required – see Additional Considerations on page 6.</p>
Interests recorded on the Title	None.
Status	Estate in fee simple, subject to the Local Government Act 2002.
Owner	Tararua District Council (note that Dannevirke Borough Council is currently shown as the legal owner on the RT).

¹ [Tararua District Council considers asset sales | The Post](#)

Zoning	<p>Operative District Plan</p> <p>The Property is zoned Rural. Map Number 32 is attached as Appendix One.</p> <p>Property District Plan Review 2023/2024</p> <p>The Property is zoned Residential on the Re-zoning Mapping Tool.</p>
Contamination	<p>The Property is not recorded in Horizons Regional Council's Sites with Hazardous Substances (SAHS) database.</p> <p>Horizons Regional Council has also checked the Property against the information it holds from the Council in relation to Hazardous Activities and Industry Lists (HAIL) records (last updated September 2023) and has confirmed that are no records relating to the Property.</p>
Hazards	<p>The Property has been categorised as "Possible" for Liquefaction Vulnerability – see Liquefaction Prone Land – Local Maps and Tararua Hazards – Public Maps.</p>
Interests Affecting the Status of the Property	<p>The Property (along with the adjoining 39 Ransom Street Reserve, being Lot 5 DP 14559, and Lot 13 DP 14559) is subject to a lease to Warren Leslie Pinfold commencing 15 February 2018 (Lease). The Council and the Lessee agreed to renew the Lease for a further period of five years, expiring 14 February 2028. The Lease documentation provided by the Council is included at Appendix Two. The Lease includes the following termination clause:</p> <p>24. TERMINATION: The term hereby created may be terminated by either party upon three (3) months prior written notice being given to the other party. Termination of the term shall not release any party from liability to the other party for any prior breach of the terms and conditions of the Lease.</p> <p>(a) Council reserves the right to terminate the Lease at any time after 12 months with three (3) months' notice should the property be put up for sale.</p>
Māori Interests	<p>The Property is located within the area of interest of Ngāti Kahungunu, Ngāti Kahungunu ki Wairarapa - Tāmaki nui-ā-Rua, and Rangitāne o Tāmaki nui ā Rua.</p> <p>However, as the Property is owned by the Council in fee simple, it is not subject to any Right of First Refusal obligations.</p>
Acquisition History	<p>Council's predecessor (Dannevirke Borough Council) purchased Lot 2 DP 6101 from The Public Trustee in 1945. Lot 2 DP 6101 was subdivided in 1970 (see DP 11521), and RT HBD2/739 was issued to Dannevirke Borough Council for the balance part of Lot 2 DP 6101.</p> <p>See Appendix Three for the detailed acquisition history of the land.</p>
Statutory Interpretation	<p>Public Works Act 1981</p> <p>We consider that the Property is not subject to section 40 of the PWA. There is no evidence we have found or that is contained in the information provided</p>

	<p>by Council to suggest that the Property was acquired for or ever used for a public work.</p> <p>Local Government Act 2002</p> <p>We do not consider that the Property falls within the definition of “park” under section 138 of the Local Government Act 2002.</p> <p>See Appendix Four for detailed analysis of the relevant legislation.</p>
<p>Disposal Process Summary and Additional Considerations</p>	<p>Should the Property be declared surplus to Council's requirements, the Property can be disposed of in accordance with its internal disposal policies (if any).</p> <p>Additional considerations for potential disposal</p> <ul style="list-style-type: none"> • As Council is yet to decide whether to create an esplanade strip along the edge of Tapuata Stream, we have not considered in depth the retaining of land alongside the stream for an esplanade strip. If Council is interested in retaining a strip of land alongside the riparian boundary, planning advice would be necessary. A survey would be required, which would also tidy up the accretion and erosion along Tapuata Stream and identify the proposed esplanade strip from the part of the Property to be disposed of. Additionally, a subdivision consent would be needed. • Council will need to ensure it complies with the termination provision in the Lease – three months' notice is required. • We note that there is tree cover on the Property, however we have not investigated any possible implications under the Climate Change Response Act 2002 (in terms of that land falling within the definition of pre-1990 forest land or post-1989 forest land). Council may wish to investigate this further if the Property is declared surplus. • There appears to be existing water supply infrastructure within the Property (see Diagram C below). Council may wish to consider registering an easement in gross over this infrastructure prior to disposal.  <p>Diagram C: Plan of infrastructure in the vicinity of the Property (from Taranui Utilities – Public Maps)</p>

- Aerial images (e.g. Diagram A) show an open drain running diagonally through the north-western corner running into the Tapuata Stream, which appears to capture overland flow. Council may wish to confirm this.

Prepared by:



Reviewed by:



Jenny Acker

Senior Property Consultant

021 195 0144

jacker@propertygroup.co.nz

Jackie Haynes

General Counsel

027 271 4405

jhaynes@propertygroup.co.nz

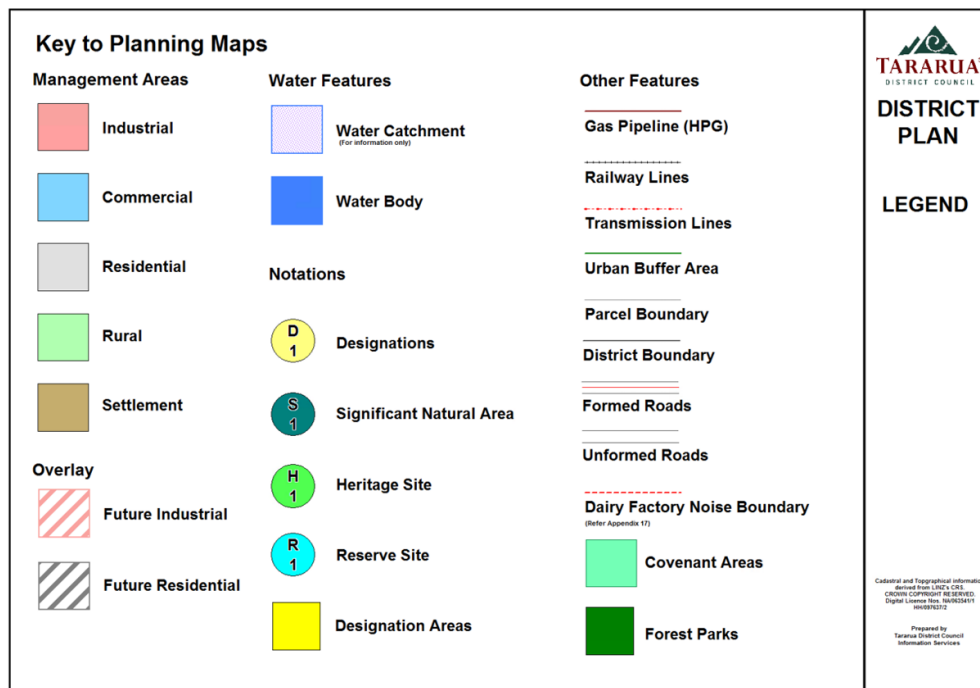
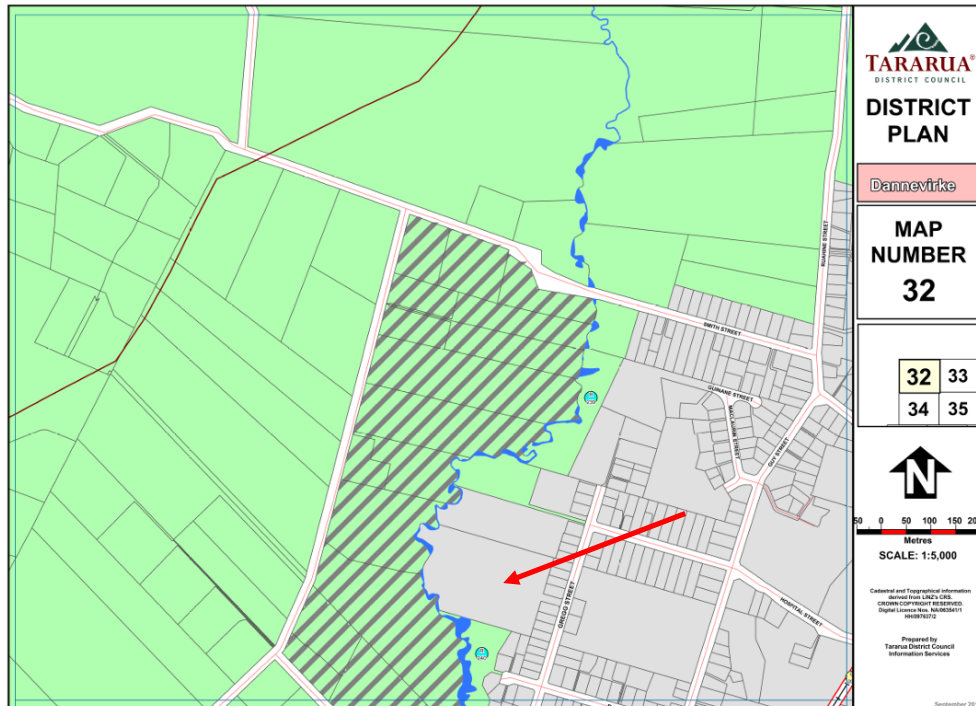
Disclaimer

This Land Disposal Report is based on available evidence and records.

The Property Group Limited has no power to make a binding ruling or legal determination as to the status of land but does have significant knowledge and experience in the provision of Land Disposal Reports.

Appendix One – Tararua District Plan Maps

We have inserted a red arrow indicating the location of the Property.



Appendix Two – Lease information

MEMORANDUM OF LEASE

THE TARARUA DISTRICT COUNCIL ("the Council") being registered as the proprietor of the land situated in the Land District of Hawke's Bay being part of Part Lot 2 DP 6101 and Lots 5 and 13 DP 14559 containing approximately 3.12 ha ("the land")

HEREBY LEASES the land to Warren Leslie Pinfold ("the Lessees") for a term of five years commencing on 15 February 2018 and expiring on 14 February 2023 at an annual rental of \$1258.00 (GST inclusive), payable annually in advance, on the terms and conditions referred to in the Schedule ("the lease").

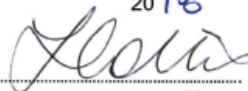
AND I Warren Leslie Pinfold, accept this lease of the above land, to be held by us as tenants, subject to the terms, conditions and restrictions set out in the Schedule.

Dated this 7th day of March

20 18



THE COMMON SEAL of the
TARARUA DISTRICT COUNCIL
Was a true and correct copy of the




.....
Mayor


.....
Chief Executive

as Lessees, in the presence of:-


.....

.....

WGP

THE SCHEDULE

It is agreed by the **COUNCIL** and the **LESSEES**, during the term of the Lease, as follows:-

1. **RENT:** That the Lessees shall pay the rent annually in advance.

2. **RENT REVIEW:**

2.1 The landlord shall periodically review the amount of rent payable by the Lease Holder, and there shall be two (2) rent reviews as follows:-

- (a) The first review is to take place 2.5 years after the commencement date of the Lease. This will determine the rental payable in respect of the years 15 February 2021 and 15 February 2022.
- (b) The second review is to take place 2.5 years after the date of the first review.

2.2 The annual rent payable as from each rent review date shall be determined as follows:-

- (a) Either party may not earlier than three (3) months prior to a rent review date and not later than the next rent review date give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant rent review date.
- (b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within one (1) month after service of the Initiator's notices disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 2.3.
- (c) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
- (d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date shall not be less than the annual rent payable as at the commencement date of the then current Lease term.
- (e) The annual rent agreed, determined or imposed pursuant to this clause shall be the annual rent payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than three (3) months after the relevant rent review date but subject to clause 2.4 and 2.5.
- (f) The rent review at the option of either party may be recorded in a Deed.

WGP



2.3 Rent Determination: IMMEDIATELY following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 14 days the new rent may be determined either:-

- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
- (b) If the parties so agree by registered Valuers acting as experts and not as Arbitrators as follows:-
 - i. Each party shall appoint a valuer and give written notice of the appointment to the other party within fourteen (14) days of the parties agreeing to so determine the new rent;
 - ii. If the party receiving a notice fails to appoint a valuer within the fourteen (14) day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - iii. The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
 - iv. The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert;
 - v. Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

2.4 PENDING determination of the new rent, the Lease Holder shall from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than three (3) months after the relevant rent review date, until the determination of the new rent pay an interim rent as follows:-

- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
- (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or



wop.

- (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant rent review date:

But in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current Lease term.

The interim rent payable shall be determined as at the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than three (3) months after the relevant rent review date and, subject to clause 2.4, shall not be subject to adjustment.

- 2.5 UPON determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Lease Holder. Any shortfall in payment shall immediately be payable by the Lease Holder.

3. **OUTGOINGS:** That the Lessees will pay all electricity, gas, water, taxes and any other outgoings levied or imposed in respect of the land.

4. **REPAIRS:**

- 4.1 At the commencement of the term of the Lease the Council and the Lessees will meet to inspect the fences, buildings and other erections ("the improvements") on the land and will take photographs of the improvements to establish the standard of the improvements.
- 4.2 The Lessees will during the term keep and maintain the improvements situated on the land in the same standard as existed at the commencement of the Lease. On the expiry (or earlier termination) of the Lease, the Lessees will ensure that the improvements are in the same standard of repair as at the commencement of the lease (except for fair wear and tear or damage by fire or earthquake).

5. **CULTIVATION/USE:**

- 5.1 That the Lessees will cultivate, use and manage all parts of the land in a proper and husbandlike manner and will not impoverish or waste the land, but will keep it in good order and condition. The Lessees will use the land for grazing stock only and will not use the land for any other purpose.
- 5.2 In the proper season for so doing in each year the Lessee will topdress the land with appropriate quantities of phosphatic fertiliser, to be approved by the Council, in accordance with good farming practice. At the expiry (or earlier termination) of the Lease all of the



28



land is to be sown in good permanent grasses and clovers and in the event it fails to grow properly the lessee will re-sow it at their own expense or pay the Council the costs of doing so.

6. **TREES:** That the Lessees will not damage, destroy or cut down any trees growing on the land without the prior written consent of the Council. The Lessees shall remove all fallen or cut trees from the land, at their own expense.
7. **PEST PLANTS:** That the Lessees will, at this own expense, and at the Council's direction:
 - (a) Use the most approved modern methods to suppress and eradicate gorse, blackberry, ragwort, hemlock, thistles or other pest plants growing on the land,
 - (b) Punctually comply with all reasonable directions of the Council as to the methods to be used, and
 - (c) Comply with all the provisions, amendments and regulations of the Biosecurity Act 1993, **PROVIDED** that the Lessees shall indemnify the Council against any contributions, costs, charges and expenses which the Council may be called upon or compelled to pay under those Acts.
8. **ANIMAL PESTS:** That the Lessees will, at their own expense, keep the land free and clear of rabbits and other animal pests, and will indemnify the Council against any contributions, costs, charges and expenses which the Council may be required to pay under the Biosecurity Act 1993, or its amendments/re-enactments.
9. **PRESERVATION OF ENVIRONMENT:** That the Lessees will do whatever is necessary to prevent destruction or damage to the natural, historical, archaeological, geological or other scientific features of the land, or any indigenous flora or fauna on it. The Lessees will notify the Council immediately if any damage occurs, or if any threat of damage becomes apparent.
10. **NUISANCE:** That the Lessees will not do, permit, or cause to be done in, on or around the land, any act, matter or thing which could become an annoyance, nuisance or disturbance to the Council or adjoining landowners or occupiers.
11. **STATUTES AND REGULATIONS:** That the Lessees will in all respects comply with the provisions of all Statutes, Orders in Council, ordinances, regulations, bylaws, requisitions, notices or orders so far as they relate to the land or to anything done or omitted to be done on the land by the Lessees. The Lessees will indemnify the Council from and against all actions and claims resulting from any breach of the above provisions.



- 
- 12. PERMANENT IMPROVEMENTS:** That the Lessees will obtain the written consent of the Council before erecting any improvements of a permanent nature.
- 13. ASSIGNMENT:** That the Lessees will not assign, sublet or part with the possession of the land, or any part of it.
- 14. COUNCIL'S RIGHT OF ENTRY:** The Lessees will permit the Council or persons authorised by the Council, at all reasonable times to enter upon the land:
- (a) To view its condition. If anything requires repairs, the Council shall tell the Lessees, who shall immediately, at their own expense, repair whatever is required. The Lessees shall also meet the costs, if any, of inspection of the repairs by the Council, and
 - (b) If the Council intends to do any work which involves the land, the council shall have the right, to carry out such tests and evaluations as the Council considers necessary to ascertain the suitability of the land for the work. In carrying out such tests the Council and its authorised personal will cause as little inconvenience to the Lessee as possible and the Council will at its cost reinstate the land following any such testing.
 - (c) If a stream or river borders or traverses the land the Council shall have the right to erect stock proof fences to fence off the stream or river. Any fences so erected shall be maintained by the Lessee to the same condition during the term of the lease.
- 15. COUNCIL MAY PERFORM LESSEES' OBLIGATIONS:** That if the Lessees shall at any time default in the performance of any of the terms or conditions expressed or implied in the lease, the Council may remedy the defaults, without prejudice to its other rights or remedies and the Lessees shall be liable for the Council's costs incurred in remedying such defaults.
- 16. REMOVAL OF BUILDING ETC:** That the Lessees will not remove from the land any buildings, erections, fences or improvements without the prior written consent of the Council.
- 17. FENCES:** In addition to Clause 3 above, the Lessees will, at their own costs comply with the provisions of the Fencing Act 1978, or its amendments and re-enactments.
- 18. GRASS GRUB, ETC:** The Lessees will take all steps and measures to control grass grub, porina caterpillar and all other insect pests.
- 

- WGP*
19. **DAIRY CATTLE:** If the Lessees graze dairy cattle on the land, they shall, at their cost, comply with the provisions of the Dairy Industry Act 1952, or its amendments and re-enactments. Under no circumstances whatsoever shall the Council be liable to contribute to any expenditure on buildings or other improvements.
20. **METAL:** The Lessees shall not remove, nor allow to be removed from the land, any metal, stone, gravel, topsoil or sand.
21. **FIRE:** In the event of fire going over the land, the Lessees will, at their own expense, in the proper season of the year immediately following the fire, sow that part of the land to the satisfaction of the Council with certified seed of suitable quantity, quality and type.
22. **LESSEES' IMPROVEMENTS:** At the expiry or earlier termination of the lease, the Lessees may and if required by the Council, shall, remove from the land any fixtures and fittings owned by the Lessees. Such removal is at the Lessees' cost, as is any damage caused by such removal. No compensation shall be payable to the Lessees for any fixtures or fittings left on the land after the termination of the Lease, unless agreed to by the Council in writing.
23. **STOCKING:** The Lessees will not overstock the land and in particular, during the final year of the Lease, will not run any more stock than has been usual over the previous two years, in compliance with the obligation not to overstock.
24. **TERMINATION:** The term hereby created may be terminated by either party upon three (3) months prior written notice being given to the other party. Termination of the term shall not release any party from liability to the other party for any prior breach of the terms and conditions of the Lease.
- (a) Council reserves the right to terminate the Lease at any time after 12 months with three (3) months' notice should the property be put up for sale.
25. **RIGHT OF RENEWAL:** That if the Lessee has, during the term of the Lease, paid the rent and observed and performed the covenants and conditions required of the Lessee up to the expiry of the term of the Lease and have given notice in writing to the Council at least two (2) calendar months before the expiry of the Lease of his desire to take a renewed Lease, then the Council may in the Council's sole discretion grant to the Lessee a renewal of this Lease for a further term of five (5) years at a rental to be mutually agreed upon by the parties or failing agreement the rental shall be determined by an independent registered valuer appointed by the Council but in neither case shall such new rental be less than the
- WGP*

rental payable immediately prior to the commencement of such renewed term.

26. BREACHES:

26.1 That if the rental or other moneys payable pursuant to the Lease remains unpaid for fourteen (14) days after the due date or demand, or the Lessees breach any terms or conditions of the Lease, then the Council may without prejudice to any of the Lessors other rights or remedies at law or at equity sue the Lessee for specific performance or cancel this Lease by immediately or thereafter re-entering the land if the Council has first observed the requirements, where it is required by law to do so, of sections 243-264 of the Property Law Act 2007 but without prejudice to the rights of the Council in respect of any prior breaches by the Lessee in relation to the terms and conditions of the Lease.

26.2 It shall be an act of default under this Lease if the Lessees:

26.2.1 Lessee a Natural Person: being natural person

- (a) is declared bankrupt or insolvent according to law; or
- (b) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors; or

26.2.2 Lessee a company: being a company

- (a) is or is deemed to be unable to pay the Lessee's debts under section 287 of the Companies Act 1993
- (b) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by the Council);
- (c) is wound up or dissolved;
- (d) enters into voluntary administration or any assignment or other compromise of scheme of arrangement with the Lessee's creditors or any class of the Lessee's creditors; or
- (e) has a receiver, manager or receiver and manager appointed relating to any of the Lessee's assets.

27. INTEREST: That if the Lessees fail to make payment to the Council of any moneys owing to it pursuant to any clause of the Lease, within fourteen (14) days of the Council demanding such moneys, the Lessees agrees that interest shall accrue on the outstanding moneys at the rate of 10 (10)% per annum, until such moneys are paid, notwithstanding the Council's right of re-entry in Clause 25 above.

28. COSTS: That the Council's legal costs relating to the preparation and completion of the Lease, including any variation or renewal, shall be paid by the Lessee together with any costs or expenses that may be incurred by the Council as a result of the Lessee's breach of any terms or conditions of the Lease.



- 29. QUIET ENJOYMENT:** That in return for the payment of rental and the performance of all the terms and conditions of the lease, the Lessees shall quietly hold and enjoy the land throughout the Lease without any interruption by the Council or its agents.
- 30. PROPERTY LAW ACT:** The covenants and powers contained in subpart 3 of part 4 of the Property Law Act 2007 do not apply to this Lease to the extent that they are inconsistent with this Lease's expressed terms.
- 31. LEASE NOT REGISTRABLE:** That the Lessees shall not be entitled to register the Lease, or any renewal of it, nor caveat the Council's title to the land.
- 32. ARBITRATION/MEDIATION:** All differences and disputes arising between the Lessees and the Council concerning the land, or any term or condition of the Lease, shall be referred to the arbitration of two arbitrators - one to be appointed by each party, with an umpire to be appointed by the two arbitrators if necessary. Any arbitration shall be in accordance with the Arbitration Act 1996 or any amendment and re-enactment **SUBJECT HOWEVER** to the Lessees and the Council attempting to mediate, on mutually acceptable terms any differences first.
- 33. GST:** That the Lessee shall pay to the Council the amount of Goods and Services Tax, if applicable, on any of the moneys payable by the Lessee to the Council.





RIGHT OF RENEWAL

THE PARTIES WARREN LESLIE PINFOLD (hereinafter called "the Lessee")
and THE TARARUA DISTRICT COUNCIL (hereinafter called "the Council")

WHEREAS

- (a) The Lessee and the Council are parties to a Memorandum of Lease dated the 15th of February 2018.
- (b) The term of the Lease was for five (5) years expiring on the 14th of February 2023.
- (c) The Lessee wishes to exercise its right of renewal for a further period of five (5) years from the expiry of the original agreement.

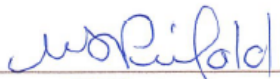

IT IS HEREBY AGREED that the Memorandum of Lease is renewed for a further period of five (5) years, to the 14th of February 2028, on the existing terms and conditions.

DATED this 26th day of January 2023

SIGNED for

Warren Leslie Pinfold



Witnessed by

SIGNED for the

TARARUA DISTRICT COUNCIL

Witnessed by

Appendix Three - Acquisition History

Nov 1932 DP 6101 was deposited, being a "Plan of Lots 1 and 2 part Suburban Section 30 Dannevirke". DP 6101 was a plan of subdivision of part Suburban Section 30 being the land held in Certificate of Title (CT) HB39/110. The District Public Trustee, as registered owner, approved the plan. No earlier information could be obtained for this land as paper records held by the Land Registry office in Napier were destroyed by the fire that followed the Hawkes Bay earthquake in 1931.

The Property is Lot 2 DP 6101.

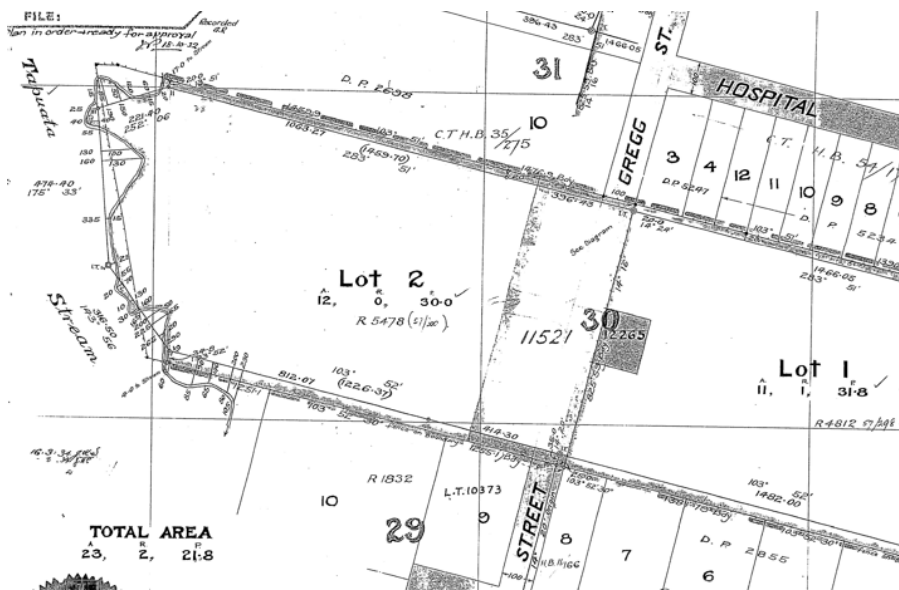


Diagram D: Snip of DP 6101.

Dec 1932 CT HB57/300 was issued to The Public Trustee for Lot 2 DP 6101 (Application R 5478).

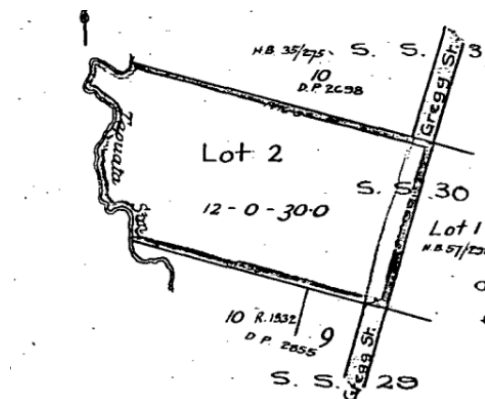


Diagram E: Snip of diagram on historic CT HB57/300.

Jul 1945 Dannevirke Borough Council purchased all of the land in CT HB57/300 from The Public Trustee for £1,355 (Transfer 77703).

Jul 1970 Upon deposit of DP 11521, part of Lot 2 DP 6101 was vested as street, and eight parcels were created along the new street.

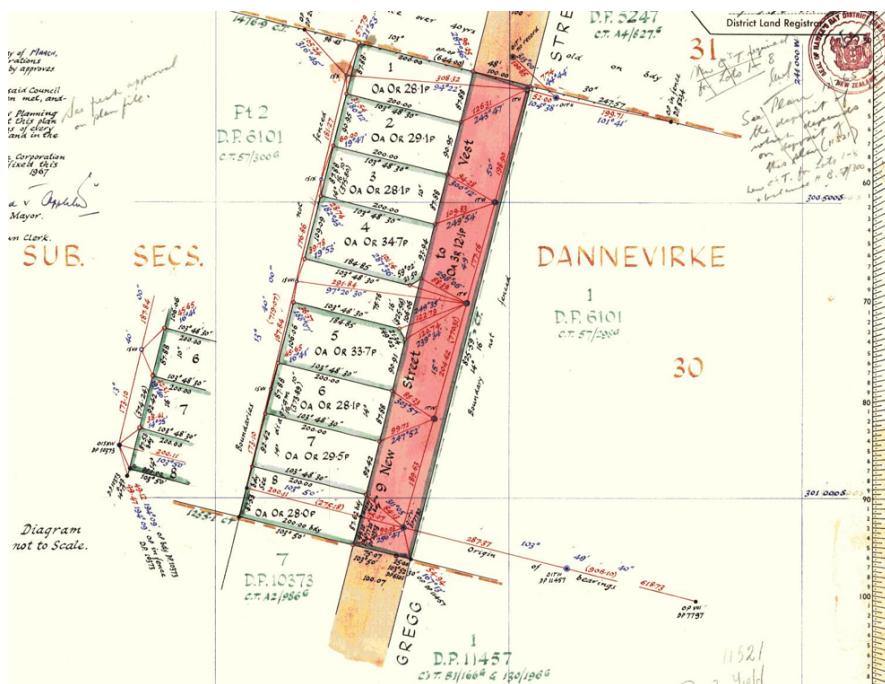


Diagram F: Snip of DP 11521.

RT HBD2/739 was issued to the Dannevirke Borough Council for the balance part of Lot 2 DP 6101.

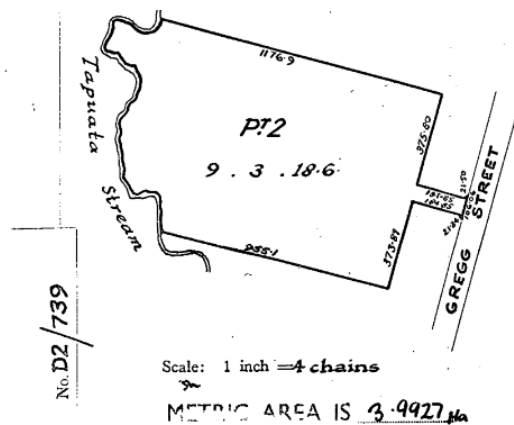


Diagram G: Snip of diagram on historic CT HBD2/239.

Feb 1987 Under the Dannevirke Borough – Dannevirke County Union Order 1987, the Dannevirke Borough Council and the Dannevirke County Council were dissolved, and a new Council the Dannevirke District Council was established. All the rights, powers, responsibilities, property and land held by the dissolved councils vested in Dannevirke District Council. (NZ *Gazette* 1987 page 1018).

June 1989 Under the Local Government (Manawatu-Wanganui Region) Reorganisation Order 1989, the Dannevirke District Council, and other former authorities were dissolved, and the Tararua District Council was established. That Council was to exercise the functions and powers of a territorial authority under the Local Government Act, and under any other local Act relating to it, or to any of the former authorities. It took over the functions, duties and powers (as an administering body under the Reserves Act) of the former authorities. All land and property vested in the former authorities became vested in the Tararua District Council (NZ *Gazette* 1989 page 2351).

Appendix Four – Statutory Interpretation

Public Works Act 1981

We consider that the Property is not subject to section 40 of the PWA, as there is no evidence that Council has held the Property for a ‘public work’ or ‘local work’.

Council/Council's predecessor has owned the Property since 1945. There is no indication on the transfer instrument (Transfer 77703) that Dannevirke Borough Council acquired Lot 2 DP 6101 for the purpose of a “public work” or “local work” under the Public Works Act 1928. Nor have Council officers provided any archive evidence about the circumstances of the 1945 purchase of the Property and the use of the Property that suggests any public or local works have taken place.

Aerial imagery (Retrolens) does not suggest that there has been any development on the Property. We have indicated the location of the Property on each image below in red.



1974



1977



1980



1983



1999

Local Government Act 2002

Section 138 of this Act contains an obligation to consult on any proposal before disposing of a 'park' by sale or otherwise. The term 'park' is defined in section 138 as follows:

park—

- (a) means land acquired or used principally for community, recreational, environmental, cultural, or spiritual purposes; but
- (b) does not include land that is held as a reserve, or part of a reserve, under the [Reserves Act 1977](#).

We understand from Council officers that there is public access through a gate approximately 40 metres from the Gregg Street boundary with the Property. However, we note that this conflicts with the entitlement to "quiet enjoyment" under the terms of the Lease, and there are no terms relating to public access in the Lease. Additionally, the Manawatū Standard article dated 2 January 2025 states that the Property "was not ... used for recreation."

Even if the public are able to access the Property, it is primarily leased for grazing. Therefore, we do not consider that the Property falls within the definition of "park" under section 138 of the Local Government Act 2002.

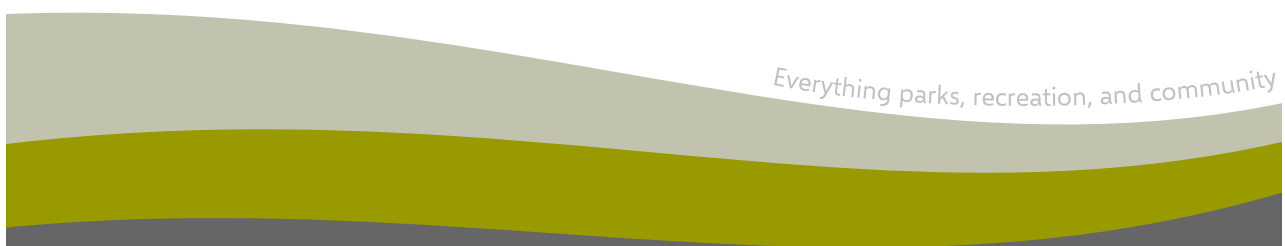


Land/Building Disposal Plan

16 Bengston Street, Eketāhuna

Prepared for Tararua District Council

23 May 2025



Tēnā koutou katoa

This report has been prepared for the [insert council name] by [lead author] from Xyst (Xyst Limited, Xyst Australia PTY Ltd, Xyst Parks and Recreation Limited). [name (contractor)], [name] and [name] all provided significant input to the research and final report.

We thank [names] for their contribution to the report.

Xyst advises clients primarily in the local government sector in the areas of parks, recreation and tourism and provides benchmarking services through **Yardstick**. We aim to provide practical advice that can improve the lives of people through the provision of parks, recreation and sustainable tourism.

Revision History

Rev.	Date	Author	Notes
1.0	15/05/2025		



CONTENTS

Stage 2: Due Diligence (2-3 months)5

Stage 3: Approval (2 months).....7

Stage 4: Fulfil Statutory Obligations (4-6 months).....7

Stage 5: Sale Process (tbc)8

16 BENGSTON STREET, EKETĀHUNA



Property Information	
Legal description	Lot 2 DP 5861
LINZ ID	3918967
Size	0.986ha
Location	16 Bengston Street, Eketāhuna
Registered owners	Tararua District Council
Land status	Subject to the Local Government Act 2002

Stage 2: Due Diligence (2-3 months)

1. Statutory and Third Party Considerations

	Y/ N	Comment
Crown-derived	N	Not Crown-derived; can be disposed of without profit share with Crown.
Subject to Treaty Settlement	N	Not subject to Treaty Settlement or right of first refusal.
Held under Reserves Act (RA)	N	Not subject to the RA.
Park subject to Local Government Act (LGA)	N	Not considered a park under the Local Government Act.
Subject to Public Works Act (PWA)	N	Not a public work under PWA.
Occupation Agreement	Y	Land is subject to an expired lease agreement with Eketahuna & Districts Early Settlers Museum Society.

2. Cadastral and Planning Advice (1 month)

	Y/ N	Comment
Sub-division of land required	Y	Subdivision of land is required as the existing legal description does not comply with the subdivision requirements of the Resource Management Act 1991.
Easements required	Y	An open stormwater channel appears to cross the Property. Council may wish to consider registering an easement in gross over this infrastructure prior to disposal
Certificate of Title required	Y	New certificate of title required following subdivision.

Required actions:

- Subdivision pre-application** meeting - Subdivision Consent Planner.
- Advice about updating the property ownership information on **certificate of title**, timing of this and registration of **easements** for stormwater assets – LINZ.

3. Valuation/ Market Appraisal and Market Trend Analysis

Required actions:

- a. **Market assessment (value and potential interest)** – Real Estate Agent
- b. **Valuation** – Registered Valuer

4. Cost estimates

Rateable Value	
Rateable value	Capital value - \$315,000 Land value - \$190,000
Note: Rateable value also includes Lot 3 and Lot 4 DP 5861.	
Operational expenditure/income	
Lease income	\$0 p/a, peppercorn lease
Maintenance costs	Currently no maintenance cost to Council. However, the Museum Group have reached out for support to maintain this parcel (lot 2).
Operational budget (5 years)	NIL
Forecast expenses (10 years)	NIL
Disposal Costs (Rough Cost Estimates)	
Surveying	\$4,000–\$10,000 (Site survey and scheme plan)
Subdivision Consenting (if successful)	\$12,000–\$36,000 (Resource consent application, completion certificate, Land Transfer Plan and Cadastral Survey)
Legal costs	\$2,000–\$5,000+ (Preparation of legal documents by solicitor; does not include costs associated with the sale of the property)
LINZ Costs	\$500–\$1,000+ (Issuing of certificate of title)
Marketing	Est. 2.5% - 4% of sale price
Public notifications	\$500–\$1,000



5. Engagement with Impacted Stakeholders (1 month)

Required actions:

- a. Meeting or phone call with the Eketahuna & Districts Early Settlers Museum Society to gauge their views on the proposal to dispose of land/ facility.
- b. The occupation agreement with the Settlers Society has expired. Council should seek legal advice about obligations under the expired lease.

6. Iwi Engagement (1-2 month)

Required actions:

- a. Hui with iwi to gauge their views on proposed disposal.

Stage 3: Approval (2 months)

7. Council Approval to Progress Disposal

Required actions:

- a. Business report 1 to elected members seeking approval to progress disposal, including public notification if found necessary as part of the Significance assessment (see Stage 1 in process overview table).

Stage 4: Fulfil Statutory Obligations (4-6 months)

8. Statutory Process and EOI (2 months)

Required actions:

- a. Publicly notify intention to dispose of the land and call for written objections to the chief executive officer of council (suggested 1 month).

9. Council Approval to Continue Disposal (2-3 months)

Required actions:

- b. Business report 2 to elected members seeking approval to continue disposal, considering:
 - I. Objections received to proposal to dispose of the land.
 - II. Expressions of interest received to purchase the property.
- c. If approved to continue with disposal:
 - III. delegate to the CEO to negotiate and execute the sale of the property within the valuation range.

Stage 5: Sale Process

10.Surveying (1 months)

Required actions:

- a. Survey area of land and prepare subdivision plan - Surveyor

11.Subdivision Consent

Required actions:

- b. Engage agent to prepare and apply for subdivision consent
- c. Resource consent (subdivision/boundary adjustment)

12.Marketing of property for sale

13.Sale agreement in principle

Required actions:

- d. Marketing – Real Estate Agent
- e. Sale and purchase agreement
- l. Subject to survey/subdivision consenting if required

14.Execute sale and purchase/transfer

15. Required actions:

- f. Execute sale.



The Property Group Limited
Christchurch Office
PO Box 7240 Christchurch 8240
Level 2, Lion House
169 Madras Street
Christchurch 8011

22 May 2025
Our Job No 720153

Land Disposal Investigation Report – 16 Bengston Street, Eketāhuna

Introduction

Tararua District Council (**Council**) has engaged The Property Group Limited (**TPG**) to complete a land status and acquisition history in respect of the property at 16 Bengston Street, Eketāhuna (**Property**).

The purpose of this investigation is to:

1. Confirm the status of the Property, and how it is held by Council,
2. Establish the acquisition history of the Property,
3. If the Property is subject to the Public Works Act 1981 (**PWA**), identify the former owner (and any successor) and whether there is an obligation to 'offer back', and
4. Establish the correct pathway(s) available to Council to dispose of the Property, and any existing obligations on Council in following those pathways.

TPG has completed a detailed review and research into the Property to determine Council's statutory obligations and recommended disposal process, should all or part of the Property become surplus to Council's requirements.

The purpose of this report is to assist in future decision making, and stakeholder engagement in respect of the Property. This report is preliminary advice only and neither the request for this report nor the report itself is in any way intended to imply the Property has been declared surplus or that the Council intends to declare it surplus.

Executive Summary

The Property is legally described as Lot 2 Deposited Plan (**DP**) 5861 being part of the land held Record of Title (**RT**) WN23B/962. The Property is 986 square metres more or less and is located at 16 Bengston St Eketāhuna.

Our investigations have concluded that the Council owns the Property fee simple, subject to the Local Government Act 2002.

Council's predecessor (Eketahuna County Council) purchased Lots 2-4 DP 5861 from the Crown in 1983. Originally the Property had been part of a Crown grant (in 1870) issued to a private owner before being transferred to the Wellington District Education Board in 1884 for a school reserve. In 1982, Lots 2-4 DP 5861 were taken for a State Primary School under the PWA.

The Property was not acquired by Council for, and it has not been held by Council or used by Council for a public work and accordingly, its disposal is not subject to the PWA. Council has no obligation to address the PWA in the disposal of the Property.

Should the Property be declared surplus to Council's requirements, Council may dispose of the Property in accordance with the Local Government Act 2002, and its applicable internal disposal policies (if any).

The Property is still held in the name of Eketahuna County Council. Council should make application to the Registrar General of Land under section 90 Land Transfer Act 2017 to have the RT issued in the name of Tararua District Council. The Property was been separately defined as Lot 2 on DP 5861 (see Diagram H below), but the existing legal description does not comply with the subdivision requirements of the Resource Management Act 1991. Should Council only wish to dispose of the Property, it would be necessary for the Council to subdivide the land in the RT to obtain a separate title for the Property, and one for the balance land.

We also note that the Property has been (and may still be) the subject of an expired lease between the Council and the Museum Society, and previous binding arrangements as described later in this report. Council should seek legal advice in relation to the historical and current arrangements with the Museum Society with relation to its occupation of, and interest in, the Property.

Further details are outlined below.

Client	Tararua District Council
Instruction	Email dated 6 March from Kawtar Tani, Group Manager – Strategy & Community Wellbeing attaching a signed short form agreement pursuant to TPG's proposal dated 3 March 2025.
Location/Address Physical Description	<p>The Property is located in Eketāhuna and is shaded yellow in Diagram A below. The Property is bare land – although according to Google Street View (see Diagram B below) and aerial imagery, there is a container and historic farm implements and machinery associated with the museum located upon the Property.</p> <p>The address of the Property is 16 Bengston Street as it is held in the same RT as the two parcels of land on which the Eketāhuna Mellemkov Museum building is located (shaded blue in Diagram A below).</p> <p>The Property itself fronts Halswell Street, however any access from this street has been fenced off with an old post and wire fence – see Diagram B below.</p>  <p>Diagram A: Aerial Plan of the Property (shaded yellow) and the other two parcels (shaded blue) held in the same RT as the Property.</p>  <p>Diagram B: Snip of Google Street View of the Property from Halswell Street (March 2024).</p>

	<p>An article in the Manawātū Standard dated 2 January 2025¹ states the following about the Property:</p> <p>At Eketāhuna was a parcel of land on Newman Rd just north of the township; and land at 16 Bengston St, which was home to the Eketāhuna Mellemkov Museum.</p> <p>The Bengston St property was part of an expired agreement with the museum group.</p> <p>The group had planted an orchard to support the Eketāhuna food bank, but the land was underutilised and being maintained by volunteer efforts, which was decreasing.</p> <p>The council would work with the museum group to relocate the site, including the orchard, to another council location.</p>
Parcel ID	3918967
Legal Description, Area and Title	<p>986 square metres more or less being Lot 2 DP 5861 being part of the land contained in RT WN23B/962.</p> <p>The land in RT WN23B/962 is still held in the name of Eketāhuna County Council. Council should make application under section 90 Land Transfer Act 2017 to have the RT issue in Council's name.</p> <p>While the Property has a Legal description of Lot 2 on DP 5861 (see Diagram H below), the legal definition of the Property does not comply with the subdivision requirements of the Resource Management Act 1991 and it would not be possible for the Council to request the Registrar General of Land to issue a separate record of title for it. Should Council want to dispose of the Property, it would be necessary for the Council to subdivide the land in the RT pursuant to the Resource Management Act 1991 to obtain a separate title for the Property, and one for the balance land. .</p>
Interests recorded on the Title	None.
Status	Estate in fee simple, subject to the Local Government Act 2002.
Owner	Tararua District Council (noting Eketāhuna County Council is still recorded as the registered owner of the land in RT WN23B/962).
Zoning	<p>Operative District Plan</p> <p>The Property is zoned Residential. Map Number 46 is attached as Appendix One.</p>

¹ [Tararua District Council considers asset sales | The Post](#)

	<p>Property District Plan Review 2023/2024</p> <p>The Property is zoned Residential on the Re-zoning Mapping Tool.</p>
Contamination	<p>The Property is not recorded in Horizons Regional Council's Sites with Hazardous Substances (SAHS) database.</p> <p>Horizons Regional Council has also checked the Property against the information it holds from the Council in relation to Hazardous Activities and Industry Lists (HAIL) records (last updated September 2023) and has confirmed that there are no records relating to the Property.</p>
Hazards	<p>The Property has been categorised as "Possible" for Liquefaction Vulnerability – see Liquefaction Prone Land – Local Maps and Tararua Hazards – Public Maps.</p>
Interests Affecting the Status of the Property	<p>A letter dated 8 May 2014 from the Council to the Eketahuna & Districts Early Settlers Museum Society Incorporated (Museum Society) states:</p> <p style="padding-left: 40px;">This is to confirm that the land at 16 Bengston Street Eketahuna is owned by the Tararua District Council and leased to the Eketahuna & Districts Early Settlers Museum Society Inc. The lease is a land lease only and the buildings are owned and looked after by the Museum Society.</p> <p>A copy of this letter is included at Appendix Two.</p> <p>As an aside, we note that correspondence from the Museum Society to Council dated 21 October 2013 describes a "progressive payment" arrangement had initially been in place following the (previous) Council's purchase of the land in RT WN23B/692 from the Crown. The Museum Society was working towards purchasing 16 Bengston Street from Council and had paid a substantial proportion of the purchase price to the (previous) Council. Before full payment was made, the parties negotiated an alternative arrangement that the then Council would defer the final payment and retain ownership of the land and buildings, and the Museum Society would occupy 16 Bengston St at no cost for the purposes of running a museum. Several options to renegotiate the arrangement are suggested in the letter, a copy of which is included at Appendix Two.</p> <p>Council has provided a copy of the lease between the Council and the Museum Society dated 10 July 2014 (Lease), a copy of which is also included at Appendix Two. Assuming that the Lease was renewed for a further five years, the Lease expired 31 March 2024. Council should seek legal advice with relation to how to deal with the Museum Society in relation to the Council's arrangements with the Museum Society and that entity's interest in the Property.</p>
Māori Interests	<p>The Property is located within the area of interest of Ngāti Kahungunu, Ngāti Kahungunu ki Wairarapa - Tāmaki nui-ā-Rua, Rangitāne o Wairarapa and Rangitāne o Tāmaki nui ā Rua.</p> <p>However, as the Property is owned by the Council in fee simple, it is not subject to any Right of First Refusal obligations.</p>

Acquisition History	<p>Council's predecessor (Eketahuna County Council) purchased Lots 2-4 DP 5861 from the Crown in 1983. Prior to this, the Property had been part of a Crown grant in 1870, before being transferred to the Wellington District Education Board in 1884 for a school reserve. In 1982, Lots 2-4 DP 5861 were taken for a State Primary School under the PWA.</p> <p>See Appendix Three for the detailed acquisition history of the land.</p>
Statutory Interpretation	<p>Public Works Act 1981 / Local Government Act 1974</p> <p>We consider that the Property is not subject to section 40 of the PWA. There is no evidence we have found or that is contained in the information provided by Council to suggest that the Property was acquired for or ever used for a public work by the Council or its predecessors.</p> <p>Archive information provided by the Council indicates that the Property was purchased for the purpose of accommodating the Eketahuna Museum. Given that the purchase of the Property was municipal or civic in nature, the statutory authority for the purchase is likely to have been section 601 of the Local Government Act 1974. There is no reference in this provision to such purposes being deemed to be a public work.</p> <p>Local Government Act 2002</p> <p>We do not consider that the Property falls within the definition of “park” under section 138 of the Local Government Act 2002.</p> <p>See Appendix Four for detailed analysis of the relevant legislation.</p>
Disposal Process Summary and Additional Considerations	<p>Should the Property be declared surplus to Council's requirements, the Property may be disposed of in accordance with the Local Government Act 2002, and with applicable internal disposal policies (if any).</p> <p>Additional considerations for potential disposal</p> <ul style="list-style-type: none"> There appears to be an existing open stormwater channel that crosses the Property (see Diagram C below). Council may wish to consider registering an easement in gross over this infrastructure prior to disposal. <div data-bbox="625 1341 1257 1792"> </div> <p>Diagram C: Plan of infrastructure in the vicinity of the Property (from Tararua Utilities – Public Maps)</p>

Prepared by:



Jenny Acker

Senior Property Consultant

021 195 0144

jacker@propertygroup.co.nz

Reviewed by:



Jackie Haynes

General Counsel

027 271 4405

jhaynes@propertygroup.co.nz

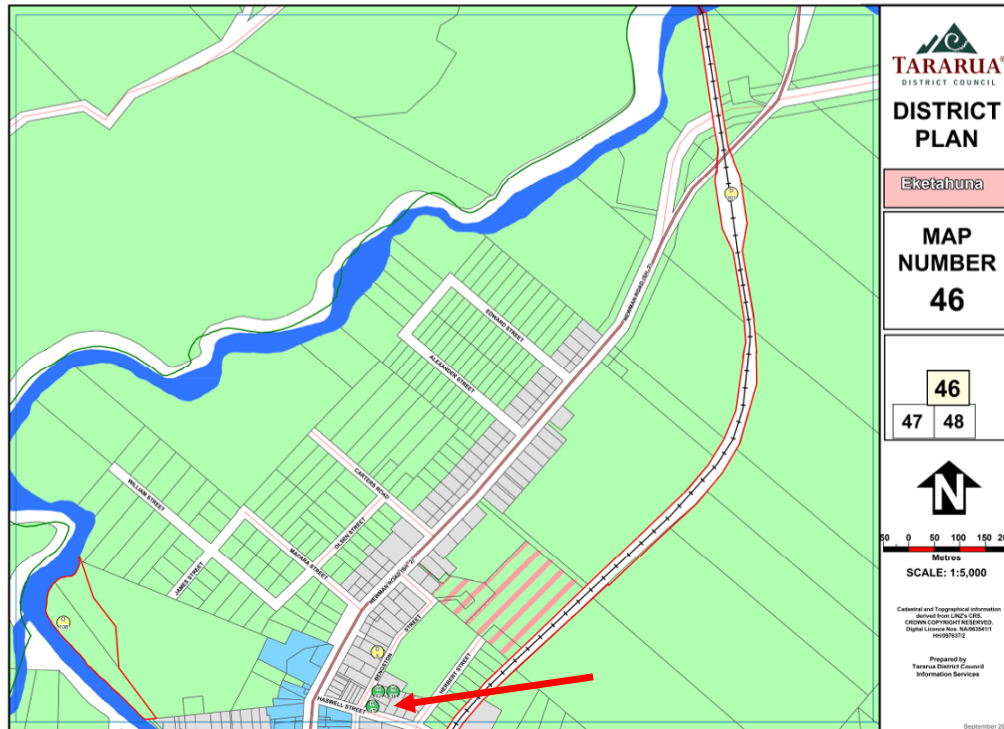
Disclaimer

This Land Disposal Investigation Report is based on available evidence and records.

The Property Group Limited has no power to make a binding ruling or legal determination as to the status of land but does have significant knowledge and experience in the provision of Land Disposal Investigation Reports.

Appendix One – Tararua District Plan Maps

We have inserted a red arrow indicating the location of the Property.



Key to Planning Maps

Management Areas

Industrial

Commercial

Residential

Rural

Settlement

Overlay

Future Industrial

Future Residential

Water Features

Water Catchment
(For information only)

Water Body

Notations

Designations

Significant Natural Area

Heritage Site

Reserve Site

Designation Areas

Other Features

Gas Pipeline (HPG)

Railway Lines

Transmission Lines

Urban Buffer Area

Parcel Boundary

District Boundary

Formed Roads

Unformed Roads

Dairy Factory Noise Boundary

(Refer Appendix 12)

Covenant Areas

Forest Parks

TARARUA
DISTRICT COUNCIL

DISTRICT PLAN

LEGEND

Cadastral and Topographical information
derived from LINZ's CRL
CROWN COPYRIGHT RESERVED.
Digital Licence No. 16/025411
16/025411

Prepared by
Tararua District Council
Information Services

Cadastral and Topographical information derived from LINZ's LRS. CROWN COPYRIGHT RE-SERVED. Digital Licence Ref: 160520411. H40091372

Prepared by
Taranaki District Council
Information Services

Appendix Four – Council archive information

Eketahuna & Districts Early Settlers Museum Society Incorporated

Bridget Wellwood (Chair)

5 Anderson Street

Eketahuna 4900

eketahunamuseum@gmail.com

21/10/2013

Manager Assets Group

Tararua District Council

Dear Ms Kathy Dever-Tod

I am writing to discuss the Eketahuna Museum property at 16 Bengston Street, Eketahuna. As chairperson of the Eketahuna & Districts Early Settlers Museum Society Incorporated I have been charged with determining the security of tenure for the land and buildings which the museum has occupied for many years. I have discovered a somewhat tenuous agreement is in place - between the Tararua District Council and the Eketahuna Museum Society dating back to well before 1989 - an agreement which was reaffirmed by the Tararua District Council in 1993 (copies of relevant documentation are attached), but which now needs review.

The property was originally purchased by the Eketahuna County Council, from the Education Board, for the purposes of housing the Eketahuna Museum, as the Museum which had originally been established in the old Anderson Homestead, in Alfredton Road; (a private dwelling) was no longer adequate to house the ever expanding Collection.

The Eketahuna County Council therefore purchased the property and made it possible for the Museum Society to make progressive payments towards purchasing the property off the Council. However before full payment for the property was made, the Council and the Museum Society struck up a deal in 1989 which deferred the final payment owed to Council and the transfer of the title to the Museum. This agreement allowed the Museum to occupy the property for the purposes of running a museum, at no cost to the Museum Society other than the responsibility of maintenance of the building – in return the Tararua District Council waived the rates demand and agreed to insure the building.

1

10

The Museum Society had paid 93% of the purchase price, \$4100 of a total price of \$4400, to the Eketahuna County Council / Tararua District Council –documentation which backs this up is attached. The deal as I understand it to be was the Museum would **not pay** the last \$300 owing; therefore ownership of land and building remained with the Council. At the time of this deal the Museum Society was not in the financial position to afford the rates and insurance, and no doubt this deal provided the Society with an affordable and attractive option.

Today we are faced with different issues and some problems, hence the need to review this arrangement.

The two key issues for the Museum Society relating to this arrangement, are funding, and managing the heritage property.

Our Museum Society is governed by a committee of 16, with other members, volunteers and supporters. As an organisation we have robust financial and administrative systems in place and are supported by National Services Te Paerangi, a unit of Te Papa, as well as membership of the NZ museums professional association Museums Aotearoa. We have recently completed a Development Plan (also attached – please note aspects of this Development Plan are confidential and not for public release) which includes a Strategic Plan, revised Mission and several policies, the most important of which is a comprehensive Collections Policy. With renewed community interest and support in the Museum (which has been a community organisation in Eketahuna for 60 years but somewhat stagnate in the last few years) the organisation is committed to strive for a sustainable future for the Museum to ensure the conservation and preservation of the Collection but also to become a relevant, accessible and community participative museum. Our plans include the development of an active public programme of exhibitions and events, reaching out to the communities of our District, with a strong focus on education and gathering social history. We have already begun to achieve great results with increased community patronage to our successful pop-up shows in Eketahuna, with the purchase of museum appropriate conservation materials, successful fund raising and grants approved, recent significant donations of taonga, objects and funds, with our volunteers undertaking museological training, and an increasing society membership.

Increasing visitation to the actual Museum however is not necessarily a good thing for us at the moment as we have several problems with our building and current situation.

Firstly the building, which now has Category 2 status as a heritage building under the Historic Places Trust, is indeed an old building in need of renovation. Bathroom facilities are very dilapidated, the wiring is mostly original (dangerous?) and inadequate and the storm water drains are blocked. The Museum Society has maintained its part of the original arrangement, with the building having been fully repainted (recently) and repaired over the years. However in order to operate as a public facility in the 21st century the building requires more than 'maintenance' in order to achieve a building warrant of fitness. Our Development Plan contains recommendations for an electrical safety check, improved access and egress,

2

fire prevention etc., as well of course several improvements required to improve its suitability as repository of such an important museum Collection (e.g. lighting, humidity and environmental controls, security, pest management etc.) Obviously the Museum does not expect the Council to fund any of the museum-specific requirements we have, but we do need clarification of the agreement we have with Council and support regarding the compliance issues with the building, and specifically the safety of the wiring and electrical fixtures, the storm water drainage and general plumbing, and provision for improved access ways (see attached booklet: NZHPT Sustainable Management of Historic Heritage Guidance Series- Providing for Physical Access to Heritage Places).

Secondly we have a situation with a neighbour who has told us that he has paid the Council ("good money") to graze the property, and has been doing so for several years. With many of the members of the Committee being new, the relationship with the neighbour has progressed from a happy one to a fraught one, with what was originally a friendly relationship where the neighbour grazed a few sheep in return for mowing the lawn outside the front of the Museum, has now deteriorated to the neighbour now felling large trees on the Museum property for firewood, creating large heaps of organic waste to burn (including foliage and cuttings from his garden) and a place where he also stores large heaps of firewood. These activities pose a serious threat of fire – both to the Museum building as well as to the open implement shed out the back which is full of wooden Collection objects and machinery, many of which are highly flammable. The heaps are rapidly increasing and are within a few metres of the shed. The neighbour appears to use the section as his own with no notification of his intention to fell trees, a contract he has given to a local contractor. The contractor has proceeded to drop one of the trees over some farm machinery lying in the paddock, irredeemably breaking a cast iron wheel off one of the pieces of early farm machinery. There has been no mention of this to any member of the Museum Committee and it is disappointing that there was no notification of this damage occurring or apparent care. There are also security issues for the Museum as the neighbour has brought other people onto the property for the purposes of firewood, weed spraying and stock movements. The neighbour has also constructed a small set of sheep yards between the Museum and the shed, as well as a gate, which although are not currently obstructive, indicates his determination to use the property for his own purposes.

Before approaching the neighbour who has already indicated defiance and indignation, I need to ascertain whether or not he has Council permission or a tenancy agreement to use the land, and where, as occupants of the building, we stand. This is a matter of some urgency.

Therefore I am writing to you (after discussion with fellow Tararua District Council employee Richard Taylor when he was in Eketahuna recently) to relay these issues and to begin a review of our situation.

One option that we have discussed within the Museum Committee is that the Eketahuna Museum Society pays the outstanding \$300 to Council, thereby completing purchase of the land and buildings from the Council. This would effectively free the Council of any obligation to upgrade the building to a suitable standard for public use, and the Museum

3

Society (Incorporated) is potentially in a position where it could take on the rates and insurance, and attract public funds to assist with development and upgrades to the heritage listed building.

A further consideration is the anomaly of the \$4100 paid to the Council as part payment of the agreed purchase price. Some of the attached correspondence indicates that this matter was referred to the Eketahuna Community Board; we do not see why the community board was involved with determining the future of that arrangement. The fact that this amount was never reimbursed is of some concern to some members of the Museum Society – a significant amount, which inflation adjusted to current value would go a long way towards upgrading the building today.

Today the Museum Society is very different to what it was 25 years ago and we have a new team on board who wish to negotiate a better arrangement with Council, bringing all of these historic issues to the table but mainly looking to the future. I wish to begin this process of a negotiated relationship with this letter which purposefully includes all of this background information and evidence of the paper trail which has led to now, as well as our plans for the Museum, so we can swiftly come up with a logical solution whereby the tenure relationship is formalised, our key issues can be addressed, and we can move forward with our plans for development. The research and documentation attached was accessed by me from Eketahuna County Council & Tararua District Council records at Archives Central or from within the Eketahuna Museum Society records.

The desired arrangement therefore (from our point of view) is a Memorandum of Understanding describing the relationship between the Museum Society and the Tararua District Council. We would like to suggest something like a 25 year lease at a peppercorn rental (e.g. \$1.00 per year) with right to renewal, so that as an Incorporated Society we are then able to access public funds (Lottery / community trusts etc.) for museum development as well as for physical projects developing the building (e.g. bathroom upgrade, electrical safety and compliance, building w.o.f. etc.). For all major funding applications up-to-date written documentation of a lease agreement or permission to occupy, or something like an M.O.U. must accompany all applications. Despite nearly purchasing this property the Museum Society today are still in a very vulnerable position. Without secure tenure or title to the property, we cannot apply for funding for developing the building as it is officially a Council owned property.

The Museum Society would like to think that this is an opportunity to strengthen our relationship with Council, akin to a community partnership with Council. With a shared interest in the preservation of the historic building, the Council and the Museum Society could work together to upgrade the facility. As secure and responsible tenants the Museum could focus on collection care and serving our community; as building owners the Council could provide a compliant facility that is safe for public use. The Museum Society can independently find the funds for museum-specific projects (e.g. dehumidifiers, conservation supplies, special lighting for display, storage fit out etc.) so therefore are not expecting the Council to provide for these things now or in the future. As tenants would however expect

4

the structural fabric of the building to be maintained and the facility brought up to today's standard so like other public buildings, it will be safe to use, be safe to visit and for Council to continue to insure the building. We would also like to be sole tenants of the property to avoid issues and mitigate risks with any other parties (i.e. neighbours).

Political support will continue to be gained via the elected members, but we consider the relationship with Council as our landlord needs to be one of mutual cooperation and effective communication. Together we can ensure the 'old schoolhouse' is preserved into the future and is appreciated by the wider community, as well as providing Eketahuna with a fascinating and effective museum which enhances the cultural, social and economic well-being of the community.

We look forward to your response.

Please contact me to discuss: telephone me at home 06 375 8892 or mobile 021 1468984 or email bridgetwellwood@gmail.com or eketahunamuseum@gmail.com

Sincerely

Bridget Wellwood

[Chair, Eketahuna Museum Committee, B.A. (History), P.G Dip Museum Studies]

8 May 2014

Chairperson
Eketahuna & Districts Early Settler's Museum Society Inc
C/o B Wellwood
5 Anderson Street
Eketahuna 4900

Dear [Bridget](#)

Re: Ownership of Museum Buildings

This is to confirm that the land at 16 Bengston Street Eketahuna is owned by the ~~Tararua~~ District Council and leased to the Eketahuna & Districts Early Settlers Museum Society Inc. The lease is a land lease only and the buildings are owned and looked after by the Museum Society.

Yours sincerely

Colin Veale
Community Assets Manager
CV:NE

MEMORANDUM OF LEASE

THE TARARUA DISTRICT COUNCIL ("the Council") being registered as the proprietor of the land situated in the Land District of Wellington being Lots 2,3 and 4 of DP 5861 and as edged in blue on the attached aerial photograph ("the land") on Bengston Street, Eketahuna.

HEREBY LEASES the land to Eketahuna & Districts Early Settlers Museum Society ("the Lessees") for a term of five (5) years with a right of renewal for a further five years commencing on 01.04.2014 at an annual rental of one peppercorn, payable annually in advance, on the terms and conditions referred to in the Schedule ("the lease").

AND we the Eketahuna & Districts Early Settlers Museum Society, accept this lease of the above land, to be held by us as tenants, subject to the terms, conditions and restrictions set out in the Schedule.

Dated this 10th day of July 2014

THE COMMON SEAL of the
TARARUA DISTRICT COUNCIL
Was affixed in the presence of:-



[Signature]
Mayor

[Signature]
Chief Executive

Bridget Louise Wellwood Chairperson Eketahuna Museum
SIGNED by the abovenamed

Robyn Jay Guy Treasurer
as Lessees, in the presence of:-

[Signature]
[Signature]

[Handwritten initials]

THE SCHEDULE

It is agreed by the **COUNCIL** and the **LESSEES**, during the term of the lease, as follows:-

1. **RENT:** That the Lessees shall pay the rent annually in advance.
2. **OUTGOINGS:** That the Council will pay all rates and that the Lessees will pay all charges for electricity, gas, water, taxes and any other outgoings levied or imposed in respect of the land.
3. **REPAIRS:**
 - 3.1 At the commencement of the term of the lease the Council and the Lessees will meet to inspect the fences, buildings and other erections ("the improvements") on the land and will take photographs of the improvements to establish the standard of the improvements.
 - 3.2 The Lessees will during the term keep and maintain the improvements situated on the land in the same standard as existed at the commencement of the lease. On the expiry (or earlier termination) of the lease, the lessees will ensure that the improvements are in the same standard of repair as at the commencement of the lease (except for fair wear and tear or damage by fire or earthquake).
4. **CULTIVATION/USE:** That the Lessees will cultivate, use and manage all parts of the land in a proper and husband like manner and will not impoverish or waste the land, but will keep it in good order and condition. The Lessees will use the land for museum purposes and for grazing stock only and will not use the land for any other purpose.
5. **TREES:** That the Lessees will not damage, destroy or cut down any trees growing on the land without the prior written consent of the Council. The Lessees shall remove all fallen or cut trees from the land, at their own expense.
6. **PEST PLANTS:** That the Lessees will, at this own expense, and at the Council's direction,
 - (a) Use the most approved modern methods to suppress and eradicate gorse, blackberry, ragwort, hemlock, thistles or other pest plants growing on the land,
 - (b) Punctually comply with all reasonable directions of the Council as to the methods to be used, and
 - (c) Comply with all the provisions, amendments and regulations of the Biosecurity Act 1993, **PROVIDED** that the Lessees shall indemnify

Handwritten signature and initials, possibly 'MO' and 'fw', in black ink.

the Council against any contributions, costs, charges and expenses which the Council may be called upon or compelled to pay under those Acts.

7. **ANIMAL PESTS:** That the Lessees will, at their own expense, keep the land free and clear of rabbits and other animal pests, and will indemnify the Council against any contributions, costs, charges and expenses which the Council may be required to pay under the Biosecurity Act 1993, or its amendments/re-enactments.
8. **PRESERVATION OF ENVIRONMENT:** That the Lessees will do whatever is necessary to prevent destruction or damage to the natural, historical, archaeological, geological or other scientific features of the land, or any indigenous flora or fauna on it. The Lessees will notify the Council immediately if any damage occurs, or if any threat of damage becomes apparent.
9. **NUISANCE:** That the Lessees will not do, permit, or cause to be done in, on or around the land, any act, matter or thing which could become an annoyance, nuisance or disturbance to the Council or adjoining landowners or occupiers.
10. **STATUTES AND REGULATIONS:** That the Lessees will in all respects comply with the provisions of all Statutes, Orders in Council, ordinances, regulations, bylaws, requisitions, notices or orders so far as they relate to the land or to anything done or omitted to be done on the land by the Lessees. The Lessees will indemnify the Council from and against all actions and claims resulting from any breach of the above provisions.
11. **PERMANENT IMPROVEMENTS:** That the Lessees will obtain the written consent of the Council before erecting any improvements of a permanent nature.
12. **ASSIGNMENT:** That the Lessees will not assign, sublet or part with the possession of the land, or any part of it.
13. **COUNCIL'S RIGHT OF ENTRY:** The Lessees will permit the Council or persons authorised by the Council, at all reasonable times to enter upon the land,
 - (a) To view its condition. If anything requires repairs, the Council shall tell the Lessees, who shall immediately, at their own expense, repair whatever is required. The Lessees shall also meet the costs, if any, of inspection of the repairs by the Council, and
 - (b) If the Council intends to do any work which involves the land, the council shall have the right, to carry out such tests and evaluations as the Council considers necessary to ascertain the suitability of the land for the work. In carrying out such tests the Council and its



authorised personal will cause as little inconvenience to the Lessee as possible and the Council will at its cost reinstate the land following any such testing.

- 14. COUNCIL MAY PERFORM LESSEES' OBLIGATIONS:** That if the Lessees shall at any time default in the performance of any of the terms or conditions expressed or implied in the lease, the Council may remedy the defaults, without prejudice to its other rights or remedies and the Lessees shall be liable for the Council's costs incurred in remedying such defaults.
- 15. REMOVAL OF BUILDING ETC:** That the Lessees will not remove from the land any buildings, erections, fences or improvements without the prior written consent of the Council.
- 16. FENCES:** In addition to Clause 3 above, the Lessees will, at their own costs comply with the provisions of the Fencing Act 1978, or its amendments and re-enactments.
- 17. SUBLEASE OF GRAZING:** The lessee is able to sublease the grazing of the land with the understanding that all net proceeds are applied to further the purpose of the Museum Society.
- 18. LESSEES' IMPROVEMENTS:** At the expiry or earlier termination of the lease, the Lessees may and if required by the Council, shall, remove from the land any fixtures and fittings owned by the Lessees. Such removal is at the Lessees' cost, as is any damage caused by such removal. No compensation shall be payable to the Lessees for any fixtures or fittings left on the land after the termination of the lease, unless agreed to by the Council in writing.
- 19. TERMINATION:** The term hereby created may be terminated by either party upon three (3) months prior written notice being given to the other party. Termination of the term shall not release any party from liability to the other party for any prior breach of the terms and conditions of the lease.
- 20. RIGHT OF RENEWAL:** That if the Tenant observes all the terms and conditions of this lease to the Council's satisfaction, a right of renewal will exist for a further five (5) year term, at the current rental and any other matters being agreed to at the time.
- 21. BREACHES:**
21.1 That if the rental or other moneys payable pursuant to the lease remains unpaid for fourteen (14) days after the due date or demand, or the Lessees breach any terms or conditions of the lease, then the Council may without prejudice to any of the Lessors other rights or remedies at law or at equity



sue the Lessee for specific performance or cancel this lease by immediately or thereafter re-entering the land if the Council has first observed the requirements, where it is required by law to do so, of sections 243-264 of the Property Law Act 2007 but without prejudice to the rights of the Council in respect of any prior breaches by the Lessee in relation to the terms and conditions of the lease.

21.2 It shall be an act of default under this lease if the Lessee:

21.2.1 Lessee a Natural Person: being a natural person

- (a) is declared bankrupt or insolvent according to law; or
- (b) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors; or

21.2.2 Lessee a company: being a company

- (a) is or is deemed to be unable to pay the Lessee's debts under section 287 of the Companies Act 1993
- (b) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by the Council);
- (c) is wound up or dissolved;
- (d) enters into voluntary administration or any assignment or other compromise of scheme of arrangement with the Lessee's creditors or any class of the Lessee's creditors; or
- (e) has a receiver, manager or receiver and manager appointed relating to any of the Lessee's assets.

22. INTEREST: That if the Lessees fail to make payment to the Council of any moneys owing to it pursuant to any clause of the lease, within fourteen (14) days of the Council demanding such moneys, the Lessees agrees that interest shall accrue on the outstanding moneys at the rate of 10 (10)% per annum, until such moneys are paid, notwithstanding the Council's right of re-entry in Clause 25 above.

23. COSTS: That the Council's legal costs relating to the preparation and completion of the lease, including any variation or renewal, shall be paid by the Council. Any costs or expenses that may be incurred by the Council as a result of the Lessee's breach of any terms or conditions of the lease shall be paid for by the Lessee.

24. QUIET ENJOYMENT: That in return for the payment of rental and the performance of all the terms and conditions of the lease, the Lessees shall quietly hold and enjoy the land throughout the lease without any interruption by the Council or its agents.

25. PROPERTY LAW ACT: PROPERTY LAW ACT: The covenants and powers contained in subpart 3 of part 4 of the Property Law Act 2007 do not apply to this lease to the extent that they are inconsistent with this lease's expressed terms.

A handwritten signature in black ink, appearing to be 'AAR' followed by a flourish and 'faw'.

- 26. LEASE NOT REGISTRABLE:** That the Lessees shall not be entitled to register the lease, or any renewal of it, nor caveat the Council's title to the land.
- 27. ARBITRATION/MEDIATION:** All differences and disputes arising between the Lessees and the Council concerning the land, or any term or condition of the lease, shall be referred to the arbitration of two arbitrators - one to be appointed by each party, with an umpire to be appointed by the two arbitrators if necessary. Any arbitration shall be in accordance with the Arbitration Act 1996 or any amendment and re-enactment **SUBJECT HOWEVER** to the Lessees and the Council attempting to mediate, on mutually acceptable terms any differences first.
- 28. GST:** That the Lessee shall pay to the Council the amount of Goods and Services Tax, if applicable, on any of the moneys payable by the Lessee to the Council.

Handwritten signature and initials, possibly 'RAS' and 'fw', in black ink.

Appendix Three – Acquisition History

Oct 1870 The Crown granted to Gustav Bengston 62 acres, three roods and eight perches of land, being Rural Section 13 Settlement of Eketahuna (Crown Grant No. 7579).

Certificate of Title (CT) WN37/83 was issued for this land in October 1884.

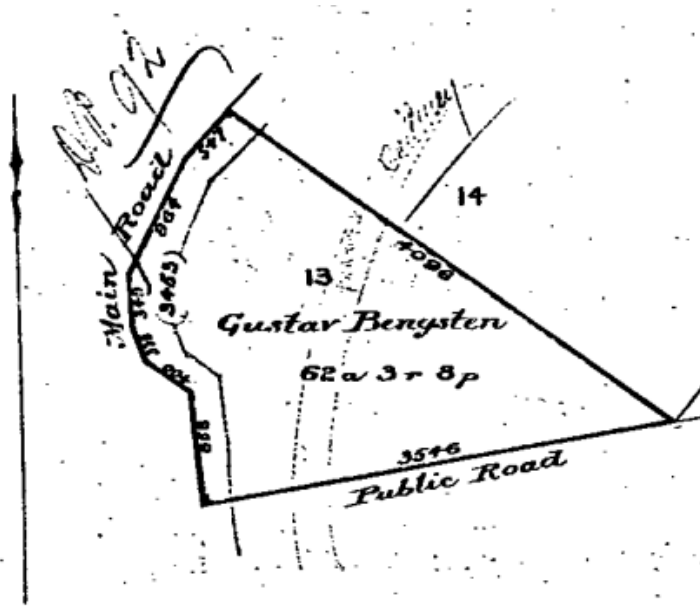


Diagram D: Snip of diagram on historic CT WN37/83.

Nov 1884 Pursuant to Transfer 4862, CT WN37/136 was issued to the Wellington District Education Board for Part Section 13 Settlement of Eketahuna. CT WN37/83 was cancelled.

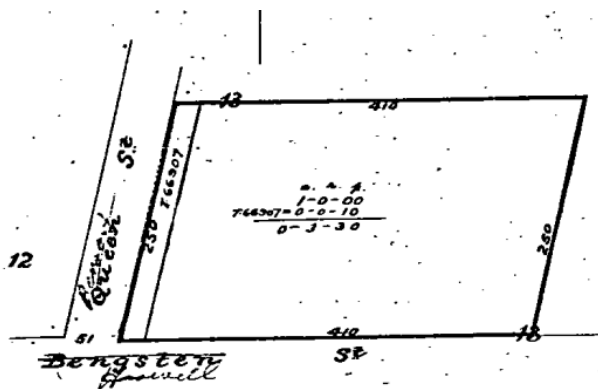


Diagram E: Snip of diagram on historic CT WN37/136.

The plan included in Transfer 4862 identifies Part Section 13 Settlement of Eketahuna as a "School Reserve".

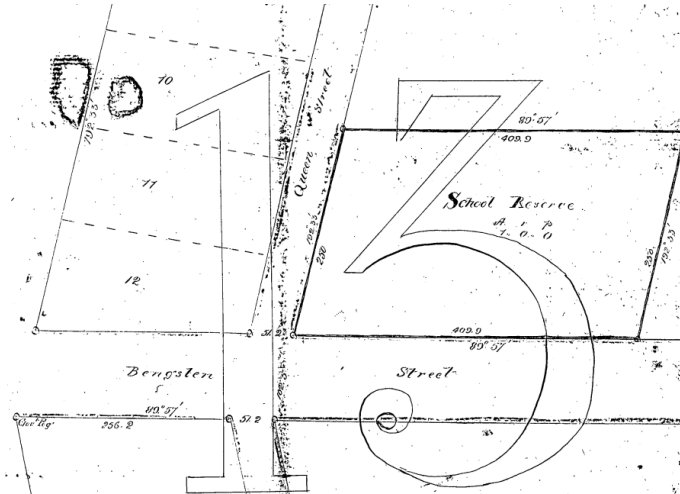


Diagram F: Snip of plan included in Transfer 4862.

May 1914 CT WN37/136 was cancelled and CT WN225/180 issued for the balance of the land in CT WN37/136 to the Wellington District Education Board.

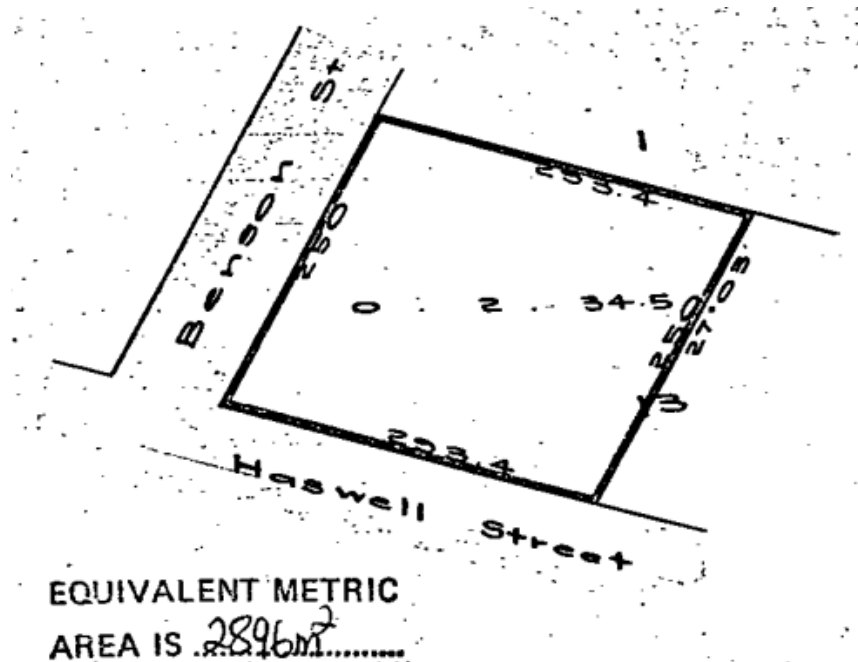


Diagram G: Snip of diagram on historic CT WN225/180.

Jul 1922 DP 5861 was deposited, being a Plan of Lots 1 to 4 Part Section 13 Eketahuna Block VI Mangaone SD. The Property is Lot 2.

Lot 1 DP 5861 was transferred to a private individual in May 1921 (Transfer 139820). Lots 2-4 DP 5861 remained with the Wellington District Education Board.

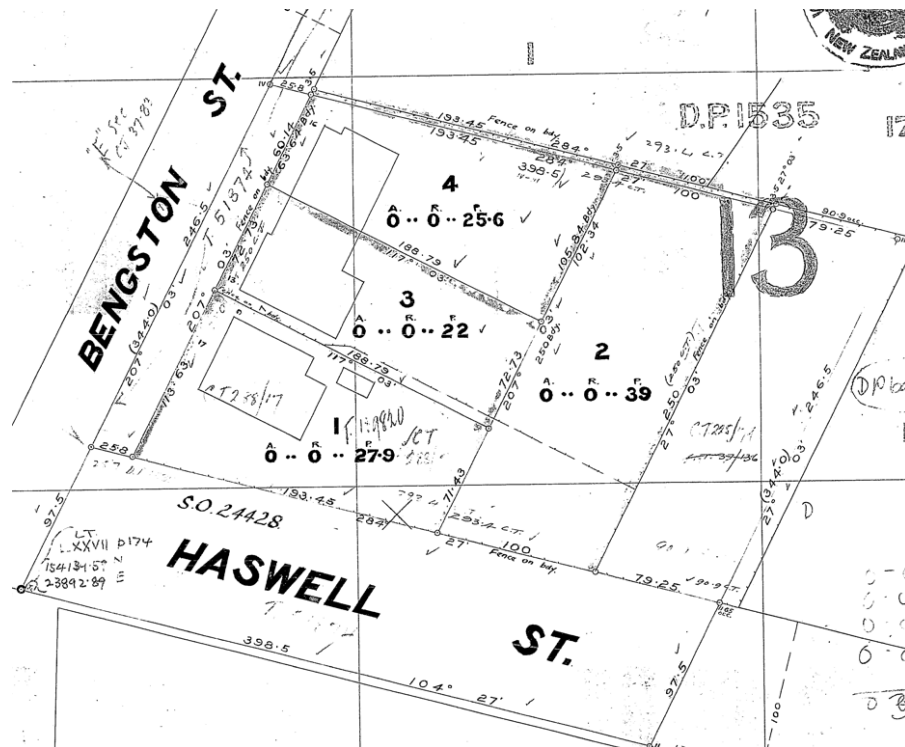


Diagram H: Snip of DP 5861 – the Property is Lot 2.

April 1982 Lots 2-4 DP 5861 were taken for a State Primary School (Gazette Notice 492238.1, NZ Gazette 1982 page 1500) pursuant to sections 20 and 50 of the Public Works Act 1981 (PWA).

Extract from *N.Z. Gazette*, 6 May 1982, No. 50, page 1500

*Land Acquired for a State Primary School in Block VI,
Mangaone Survey District, Eketahuna County*

PURSUANT to sections 20 and 50 of the Public Works Act 1981, the Minister of Works and Development declares that, an agreement to that effect having been entered into, the land described in the Schedule hereto is hereby acquired for a State primary school on the 6th day of April 1982.

SCHEDULE

WELLINGTON LAND DISTRICT

ALL that piece of land containing 2190 square metres, situated in Block VI, Mangaone Survey District, being Lots 2, 3 and 4, D.P. 5861. Balance of certificate of title, Volume 225, folio 180, Wellington Land Registry.

Dated at Wellington this 28th day of April 1982.

J. R. BATTERSBY,
for Minister of Works and Development.
(P.W. 31/1155/7/11; Wn. D.O. 13/3/0/3)

P. D. Hasselberg, Government Printer, Wellington, New Zealand—1982

Diagram I: Snip of NZ Gazette 1982 page 1500.

Mar 1983 CT WN23B/222 was issued to Her Majesty the Queen for Lots 2-4 DP 5861 for the purpose of a State Primary School.

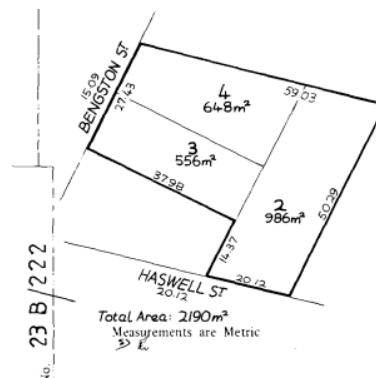


Diagram J: Snip of diagram on historic CT WN23B/222.

May 1983 Eketahuna County Council purchased Lots 2-4 DP 5861 from the Crown for \$4,400 (Transfer 574128.1).

Aug 1983 CT 23B/222 was cancelled and RT WN23B/962 was issued to Eketahuna County Council for Lots 2-4 DP 5861.

June 1989 Under the Local Government (Manawatu-Wanganui Region) Reorganisation Order 1989, the Eketahuna County Council was dissolved, and the Tararua District Council took over its functions, duties and powers. All property was vested in the Tararua District Council (NZ Gazette 1989 page 2351).

Appendix Four – Statutory Interpretation

Public Works Act 1981 (PWA) / Local Government Act 1974

The Property was previously held by the Crown for a ‘public work’ under the PWA. The most recent evidence of this is the 1982 taking of Lots 2-4 DP 5861 for a State Primary School (Gazette Notice 492238.1, NZ *Gazette* 1982 page 1500) pursuant to sections 20 and 50 of the PWA. It is likely, however, that this action occurred to enable the land to be disposed of. The land would have been disposed of by the Crown to the (former) Eketahuna County Council under section 42 PWA.

We consider that the Council does not hold the Property subject to the PWA, and any disposal of the Property is not subject to section 40 of the PWA. There is no evidence that we have found, or that is contained in the information provided by Council, to suggest that the Property was acquired for or ever used for a public work by Council.

Eketahuna County Council purchased the Property in 1983. Archive information provided by the Council indicates that the Property was purchased to be new premises for the Eketahuna Museum. The letter from the Museum Society to Council dated 21 October 2013 (a copy of which is included at Appendix Two) states the following:

The property was originally purchased by the Eketahuna County Council, from the Education Board, for the purposes of housing the Eketahuna Museum, as the Museum which had originally been established in the old Anderson Homestead, in Alfredton Road; (a private dwelling) was no longer adequate to house the ever expanding Collection.

There is no explicit statutory authority in the Local Government Act 1974 (or its amendments) for the acquisition or purchase of land for museums. Given that the purchase of the Property was municipal or civic in nature, the statutory authority for the purchase is likely to have been section 601(2)(a) of the Local Government Act 1974. This section provided that a council could purchase land and buildings *“for the recreation, amusement, and instruction of the public, and the provision or improvement or development or maintenance of amenities for the inhabitants of the district or any part thereof”*.

While there is no reference in this provision to such purposes being deemed to be a public work, section 237A of the Local Government Act 1974 provided that a council could use the Public Works Act 1928 to acquire land needed for the carrying out of any of the purposes of the Local Government Act 1974.

“237A. Power to acquire land—(1) Subject to subsection (2) of this section and to section 116 of this Act, the council shall have power to purchase, take in the manner provided in the Public Works Act 1928, or otherwise acquire and hold, any land, whether within or outside the district, which may be necessary or convenient for the purposes of or in connection with any public work which the council is empowered to undertake, construct, or provide, or for carrying out any of the purposes of this Act or any other Act.

However, in this case, it is clear that the Council did not use this part of section 237A to acquire the Property from the Crown.

Section 601 Local Government Act 1974 provided as follows:

“601. Powers of council in relation to recreation and community development—(1) The council may, either singly or jointly with any other local authority or any other organisation or group or body of persons (whether incorporated or not), undertake, promote, and encourage the development of such services, facilities, amenities, and programmes as it considers necessary to provide for the recreation, amusement, and instruction of the public, and the provision or improvement or development or maintenance of amenities for the inhabitants of the district or any part thereof.

(2) Without limiting the generality of subsection (1) of this section or any other powers of the council, whether under this Act or any other enactment, the council may under that subsection—

- (a) Take, purchase, or otherwise acquire or provide land and buildings within or outside the district, and furnish and equip any such buildings and maintain, improve, or develop any such land or building;
- (b) Meet the cost of any such expenses as may be necessary for the establishment, management, and maintenance of recreational and educational services and activities and entertainment;
- (c) Undertake or facilitate the undertaking by other local authorities or other organisations or groups or bodies of persons (whether incorporated or not) of appropriate programmes, activities, research, or surveys.
- (d) Facilitate in any way the improvement or development or maintenance by a controlling authority of any walkway within the meaning of the New Zealand Walkways Act 1975;
- (e) Prepare a recreation plan to give effect to this section.

We also note that Transfer 574128.1 (from the Crown to Eketahuna County Council) is silent on the method of disposal of the Property under the PWA. As we have found no evidence that the Council acquired the Property for public work – our assumption is that the Property cleared section 40 of the PWA before Council's purchase.

Local Government Act 2002

Section 138 of this Act contains an obligation to consult on any proposal before disposing of a 'park' by sale or otherwise. The term 'park' is defined in section 138 as follows:

park—

- (a) means land acquired or used principally for community, recreational, environmental, cultural, or spiritual purposes; but
- (b) does not include land that is held as a reserve, or part of a reserve, under the [Reserves Act 1977](#).

Access to the Property from Halswell Street is fenced off (see Diagram B). While an orchard has been planted to support the Eketāhuna food bank, we consider this is too remote from Council's functions to fall within the definition of 'park' in section 138.

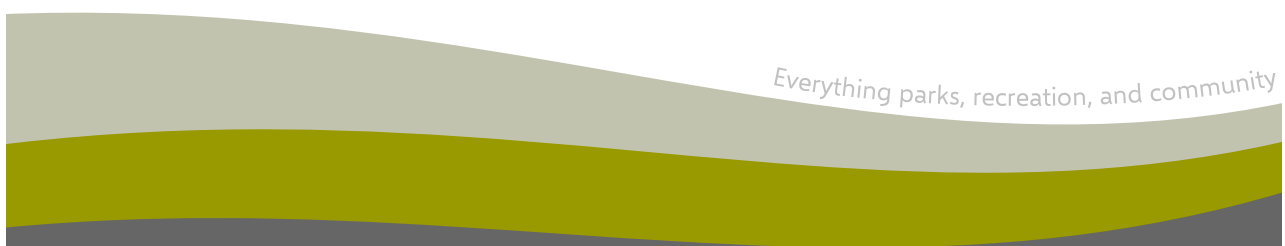


Land/Building Disposal Plan

53 Denmark Street, Dannevirke (Dannevirke Rural Bus Depot)

Prepared for Tararua District Council

23 May 2025



Tēnā koutou katoa

This report has been prepared for the [insert council name] by [lead author] from Xyst (Xyst Limited, Xyst Australia PTY Ltd, Xyst Parks and Recreation Limited). [name (contractor)], [name] and [name] all provided significant input to the research and final report.

We thank [names] for their contribution to the report.

Xyst advises clients primarily in the local government sector in the areas of parks, recreation and tourism and provides benchmarking services through **Yardstick**. We aim to provide practical advice that can improve the lives of people through the provision of parks, recreation and sustainable tourism.

Revision History

Rev.	Date	Author	Notes
1.0	15/05/2025		



CONTENTS

Stage 2: Due Diligence (2-3 months)	5
Stage 3: Approval (2 months).....	7
Stage 4: Fulfil Statutory Obligations (4 – 6 months).....	7
Stage 5: Sale Process (tbc)	7

APPENDIX: THE PROPERTY GROUP – LAND DISPOSAL REPORT – 16 BENGSTON STREET, EKETĀHUNA.....	9
-----------------------------------------------------------------------------------------------------	----------

53 DENMARK STREET, DANNEVIRKE

(DVK Rural Bus Depot)



Property Information	
Legal description	Lot 35 DP 1057
LINZ ID	4196134
Size	799m²
Location	53 Denmark Street, Dannevirke
Ownership	Tararua District Council (in fee simple)
Land Status	Subject to the Local Government Act 2002

Stage 2: Due Diligence (2-3 months)

1. Statutory and Third Party Considerations

	Y/ N	Comment
Crown-derived	N	Not Crown-derived; can be disposed of without profit share with Crown.
Subject to Treaty Settlement	N	Not subject to Treaty Settlement or right of first refusal.
Held under Reserves Act (RA)	N	Not subject to the RA.
Park subject to Local Government Act (LGA)	N	Not considered a park under the Local Government Act.
Subject to Public Works Act (PWA)	N	Not a public work under PWA.
Occupation Agreement	Y	The property appears to be used as a rural mail delivery depot. An occupation agreement was not provided. The rental from the 1996 lease agreement is still paid to Council for the property.

2. Cadastral and Planning Advice (1 month)

	Y/ N	Comment
Sub-division of land required	Y	Subdivision of land is required, as the property is only part of the land included in the certificate of title.
Certificate of Title update required	Y	The current title is in the name of Dannevirke Borough Council. Ownership should be updated by making an application to the Registrar General of Land under section 90 of the Land Transfer Act 2017.
Easements required	N	No easements required.

Required actions:

- Subdivision pre-application** meeting, including refining cost estimates for consenting - Subdivision Consent Planner.
- Advice about updating the property ownership information on **certificate of title** and timing of this – LINZ.

3. Valuation/ Market Appraisal and Market Trend Analysis

Required actions:

- a. **Market assessment (value and potential interest)** – Real Estate Agent
- b. **Valuation** – Registered Valuer

4. Cost Estimates

Rateable Value	
Rateable capital value	\$340,000
Rateable land value	\$290,000
Note: Valuations above relate to both Lot 35 DP 1057 and Lot 36 DP 1057	
Existing operational expenditure/income	
Lease income	\$ 2,700 p/a. Through lease appraisal suggests renewal rent will increase significantly, i.e. approx. \$11,050p/a.
Anticipated maintenance (1-3 years)	\$5,000 – Clearlite roof replacement.
Anticipated maintenance (3-10 years)	\$ 20,000 – building exterior repaint.
Operational budget (5 years)	\$20,000
Disposal Cost (Rough Estimate)	
Surveying	\$4,000–\$10,000 (Site survey and scheme plan)
Subdivision Consenting (if successful)	\$12,000–\$36,000 (Resource consent application, completion certificate, Land Transfer Plan and Cadastral Survey)
Legal costs	\$2,000–\$5,000+ (Preparation of legal documents by solicitor; does not include costs associated with the sale of the property)
LINZ Costs	\$500–\$1,000+ (Issuing of certificate of title)
Marketing	1% - 4% of sale price
Public notifications	\$500–\$1,000

5. Engagement with Impacted Stakeholders (1 month)

Required actions:

- a. Meeting or phone call with existing occupier to gauge their views on the proposal to dispose of land/ facility.
- Council to obtain legal advice about whether the lease terms of the 1993 are applicable.



6. Iwi Engagement (1-2 month)

Required actions:

- a. Hui with iwi to gauge their views on proposed disposal.

Stage 3: Approval (2 months)

7. Council Approval to Progress Disposal

Required actions:

Subject to the Local Government Act 2002

- a. Business report 1 to elected members seeking approval to progress disposal, including public notification if found necessary as part of the Significance assessment (see Stage 1 in process overview table).

Stage 4: Fulfil Statutory Obligations (4 – 6 months)

8. Statutory Process and EOI (2 months)

Required actions:

- a. Publicly notify intention to dispose of the land and call for written objections to the chief executive officer of council (suggested 1 month).

9. Council Approval to Continue Disposal (2-3 months)

Required actions:

- b. Business report 2 to elected members seeking approval to continue disposal, considering:
 - I. Objections received to proposal to dispose of the land.
 - II. Expressions of interest received to purchase the property.
- c. If approved to continue with disposal:
 - III. delegate to the CEO to negotiate and execute the sale of the property within the valuation range.

Stage 5: Sale Process

10. Surveying (1 months)

Required actions:



- a. Survey area of land and prepare subdivision plan, including an esplanade reserve along the stream and tidy up any accretion or erosion- Surveyor

11.Subdivision Consent

Required actions:

- b. Engage agent to prepare and apply for subdivision consent
- c. Resource consent (subdivision/boundary adjustment)

12.Marketing of property for sale

13.Sale agreement in principle

Required actions:

- d. Marketing – Real Estate Agent
- e. Sale and purchase agreement
- l. Subject to survey/subdivision consenting if required

14.Execute sale and purchase/transfer

15. Required actions:

- f. Execute sale.



**APPENDIX: THE PROPERTY GROUP – LAND DISPOSAL REPORT –
16 BENGSTON STREET, EKETĀHUNA**





The Property Group Limited
Christchurch Office
PO Box 7240 Christchurch 8240
Level 2, Lion House
169 Madras Street
Christchurch 8011

22 May 2025
Our Job No 720153

Land Disposal Investigation Report – 53 Denmark Street, Dannevirke

Introduction

Tararua District Council (**Council**) has engaged The Property Group Limited (**TPG**) to complete a land status and acquisition history investigation for the property at 53 Denmark Street, Dannevirke (**Property**).

The purpose of this investigation is to:

1. Confirm the status of the Property, and how it is held by Council,
2. Establish the acquisition history of the Property,
3. If the Property is subject to the Public Works Act 1981 (**PWA**), identify the former owner (and any successor) and whether there is an obligation to 'offer back', and
4. Establish the correct pathway(s) available to Council to dispose of the Property, and any existing obligations on Council in following those pathways.

TPG has completed a detailed review and research into the Property to determine Council's statutory obligations and recommended disposal process, should all or part of the Property become surplus to Council's requirements. The purpose of this report is to assist in future decision making, and stakeholder engagement in respect of the Property. This report is preliminary advice only and neither the request for this report nor the report itself is in any way intended to imply the Property has been declared surplus or that Council intends to declare it surplus.

Executive Summary

The Property is legally described as Lot 36 Deposited Plan (**DP**) 1057 and being part of the land in Record of Title (**RT**) HBB1/1371. The Property is 799 square metres more or less and is located at 53 Denmark Street, Dannevirke.

Our investigations have concluded that Council owns the Property in fee simple, subject to the Local Government Act 2002.

In 1935, Council's predecessor (Dannevirke Borough Council) purchased Lots 35 and 36 DP 1057 from a private individual. The Property appears to have been used for and as a rural transport hub from the early 1960's. It was first leased to a transport operator in 1963, and there appears to have been successive leases of the Property for like purposes until the present. The current use by the (unknown) occupier appears to be that of a rural mail delivery depot.

The Property was not acquired for and has not been held or used for a public work and is not subject to the PWA. There is no obligation to address the PWA in the disposal of the Property.

Should the Property be declared surplus to Council's requirements, Council may dispose of the Property in accordance with its applicable internal disposal policies (if any) and the Local Government Act 2002.

As the Property is only part of the land in RT HBB1/1371, it will be necessary to undertake a subdivision under the Resource Management Act 1991 to raise separate title.

The land in RT HBB1/1371 is still in the name of Dannevirke Borough Council, and the ownership of it should be updated by the making of an application to the Registrar General of Land under section 90 Land Transfer Act 2017.

A Council officer has confirmed that the current occupants of the Property are still paying the rental outlined in the 1996 lease detailed later in this report. We have not received any lease documentation after 1996, so we assume that the arrangement has still been operating on an informal 'holding over' basis with successive/current occupants of the Property. Council should seek legal advice on any queries about how to deal with current occupants, particularly if the Council wishes to dispose of the Property.

Aerial imagery indicates that part of the car parks marked out on Lot 35 DP 1057 encroach onto the Property, as described later in this report. Assuming Council is retaining Lot 35, the survey required to subdivide the Property would define the legal boundaries between the Property and the land being retained by Council and would identify whether any repainting of parking spaces is necessary.

Further details are outlined below.

Client	Tararua District Council
Instruction	Email dated 6 March from Kawtar Tani, Group Manager – Strategy & Community Wellbeing attaching a signed short form agreement pursuant to TPG’s proposal dated 3 March 2025.
Location/Address Physical Description	<p>The Property is located in central Dannevirke on the corner of Denmark and Allardice Streets, and is shaded yellow in Diagram A below. The Rural Bus Depot building covers 30-35% of the Property.</p> <p>The Property is held in the same RT as neighbouring parcel Lot 35 DP 1057 (shaded blue on Diagram A). Based on aerial imagery, part of the car parks on Lot 35, and a shipping container encroach onto the Property.</p>  <p>Diagram A: Aerial Plan of the Property (shaded yellow) and the other parcel (shaded blue) held in the same RT as the Property.</p>  <p>Diagram B: Snip of Google Street View of the Property from corner of Denmark and Allardice Streets (January 2025).</p>

	<p>An article in the Manawātū Standard dated 2 January 2025¹ states the following about the Property:</p> <p>There was also the Dannevirke Rural Bus Depot on Denmark St, which was leased as a rural post delivery depot.</p>
Parcel ID	4196134
Legal Description, Area and Title	<p>799 square metres more or less being Lot 36 Deposited Plan (DP) 1057 and being part of the land held in Record of Title (RT) HBB1/1371 in the name of Dannevirke Borough Council.</p> <p>In order to update the name of the registered owner, we recommend Council make an application under section 90 Land Transfer Act 2017 to the Registrar General of Land.</p> <p>While the Property has previously been separately defined on DP 1057 (see Diagram C below), the Property will need to be subdivided under the Resource Management Act 1991 in order to raise a separate title for the Property for disposal purposes.</p>
Interests recorded on the Title	None.
Status	Estate in fee simple, subject to the Local Government Act 2002.
Owner	Tararua District Council (we note that Dannevirke Borough Council is currently shown as the legal owner on the RT).
Zoning	<p>Operative District Plan</p> <p>The Property is zoned Commercial. Map Number 36 is attached as Appendix One.</p> <p>Property District Plan Review 2023/2024</p> <p>The Property is zoned Commercial on the Re-zoning Mapping Tool.</p>
Contamination	<p>The Property is not recorded in Horizons Regional Council's Sites with Hazardous Substances (SAHS) database.</p> <p>Horizons Regional Council has also checked the Property against the information it holds from the Council in relation to Hazardous Activities and Industry Lists (HAIL) records (last updated September 2023) and has confirmed that are no records relating to the Property.</p>

¹ [Tararua District Council considers asset sales | The Post](#)

Hazards	<p>Part of the Property is within a possible Tararua Fault Awareness Area – see Tararua Hazards – Public Maps.</p> <p>The Property has also been categorised as “Possible” for Liquefaction Vulnerability – see Liquefaction Prone Land – Local Maps and Tararua Hazards – Public Maps.</p>
Interests Affecting the Status of the Property	<p>The Property has been leased since 1963, initially by way of a registered lease over part of the Property for a term of 21 years, expiring in 1984 (see Acquisition History at Appendix Three).</p> <p>It is unclear on what basis the Property was occupied between 1984 and 1994.</p> <p>Council has provided a copy of a lease of the entire Property to Vaughan and Deborah Hales dated 1 December 1994 (Unregistered Lease). The Unregistered Lease was for a term of one year seven months, and was extended on a monthly basis in May 1996. The Unregistered Lease and Memorandum of Extension of Lease are included at Appendix Two.</p> <p>Council has provided further correspondence with Adam Appleton in August and September 2002, which indicates that a lease on a monthly basis had continued since 1996. This correspondence is also included at Appendix Two. Adam Appleton had objected to any lease of the Property being on a more formal, commercial basis.</p> <p>A Council officer has confirmed that the current occupants of the Property are still paying the rental outlined in the 1996 lease.</p> <p>We have not received any lease documentation dated after 1996, and we assume that the arrangement has still been operating on an informal ‘holding over’ basis with any new occupants of the Property. Council should seek legal advice about how to deal with the arrangement with the current occupants.</p>
Māori Interests	<p>The Property is located within the area of interest of Ngāti Kahungunu, Ngāti Kahungunu ki Wairarapa - Tāmaki nui-ā-Rua, and Rangitāne o Tāmaki nui ā Rua.</p> <p>However, as the Property is owned by the Council in fee simple, it is not subject to any Right of First Refusal obligations.</p>
Acquisition History	<p>In 1935, Council's predecessor (Dannevirke Borough Council) purchased Lots 35 and 36 DP 1057 from a private individual. The Property was first leased to a transport operator in 1963. See Appendix Three for a detailed acquisition history of the land.</p>
Statutory Interpretation	<p>Public Works Act 1981 (PWA) / Municipal Corporations Act 1954</p> <p>We consider that the Property is not subject to section 40 of the PWA. There is no evidence we have found or that is contained in the information provided by Council to suggest that the Property was acquired for or ever used for a public work, under either of the Public Works Act 1928, or the PWA.</p> <p>On the basis of archive information provided by Council and historic imagery (Retrolens), it appears that Dannevirke Borough Council constructed the Rural Bus Depot building and leased the Property for a “transport station” in accordance with Section 177 of the Municipal Corporations Act 1954.</p>

	See Appendix Four for detailed analysis of the relevant legislation.
Disposal Process Summary and Additional Considerations	<p>Should the Property be declared surplus to Council's requirements, the Property, once subdivided from the balance of land in RT HBB1/1371, may be disposed of in accordance with its applicable internal disposal policies (if any) and the Local Government Act 2002 .</p> <p>Additional considerations for potential disposal</p> <ul style="list-style-type: none"> • Council will need to deal with the existing occupiers of the Property (presumably those occupiers are the users of the building) if the Council wishes to sell the Property with vacant possession. • Aerial imagery (see Diagram A) indicates that part of the car parks marked out on Lot 35 DP 1057 encroach onto the Property. Assuming Council is retaining Lot 35, the survey required to subdivide the Property from the balance of land in RT HB/B1/1371 would confirm whether the car park markings need to be repainted in a different location.

Prepared by:



Jenny Acker

Senior Property Consultant

021 195 0144

jacker@propertygroup.co.nz

Reviewed by:



Jackie Haynes

General Counsel

027 271 4405

jhaynes@propertygroup.co.nz

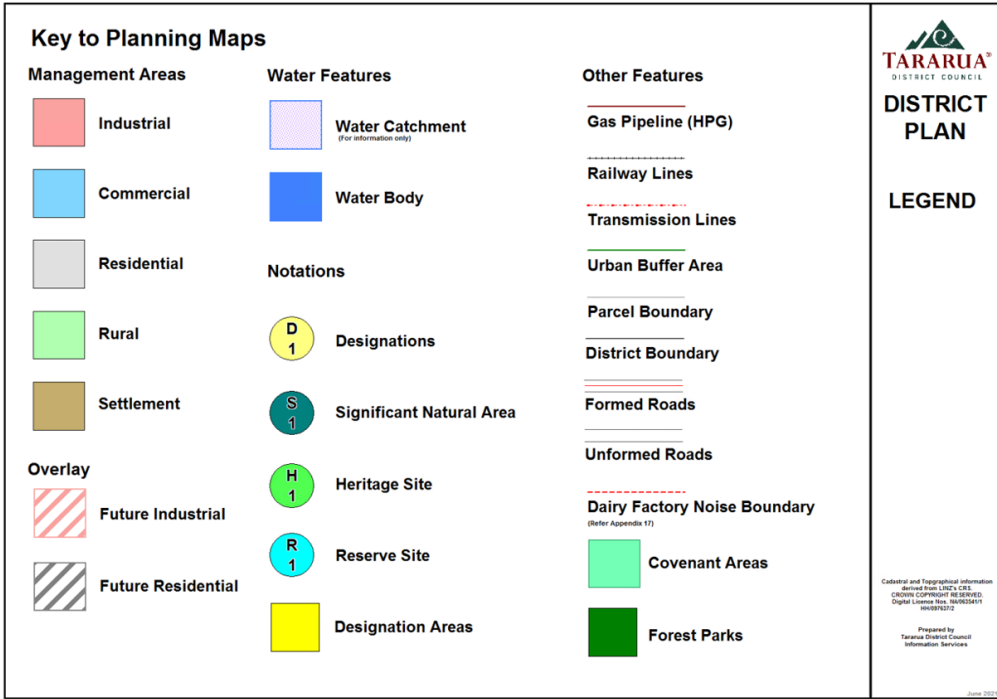
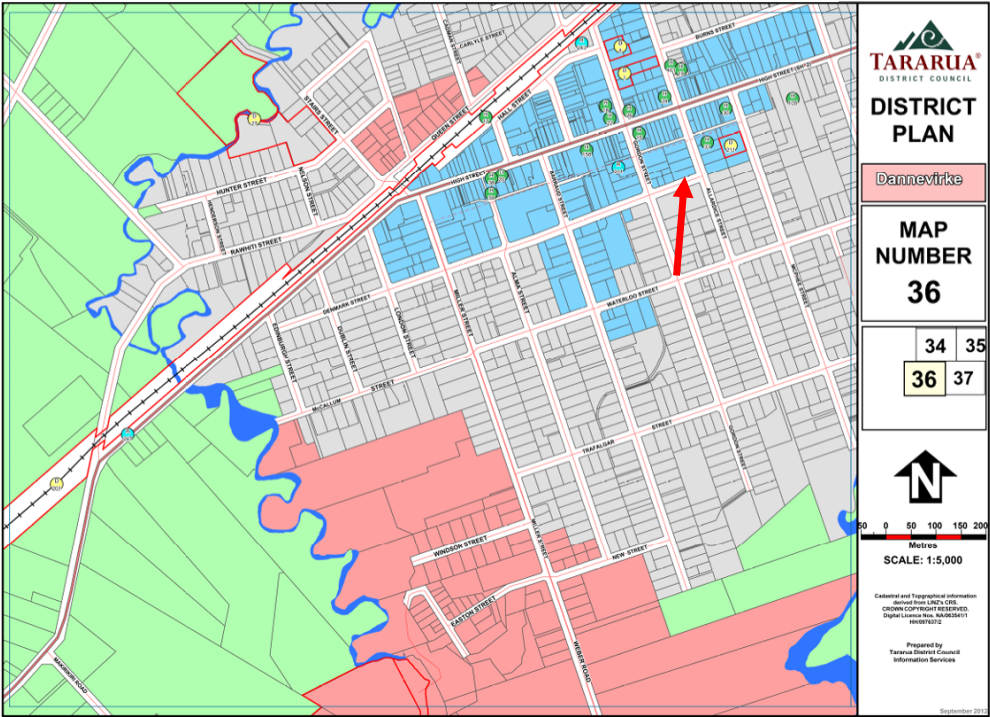
Disclaimer

This Land Disposal Investigation Report is based on available evidence and records.

The Property Group Limited has no power to make a binding ruling or legal determination as to the status of land but does have significant knowledge and experience in the provision of Land Disposal Investigation Reports.

Appendix One – Tararua District Plan Maps

We have inserted a red arrow indicating the location of the Property.



Appendix Two – Lease information

11210.75/00

THIS DEED is made the 1st day of December, 1994
BETWEEN TARARUA DISTRICT COUNCIL at Dannevirke (hereinafter
"called the Landlord") of the one part,
AND VAUGHAN JOHN AND DEBRA ANNE HALES at Dannevirke,
(hereinafter "the Tenant") of the other part,
WITNESS that in consideration of the rent hereinafter reserved
and of the covenants, conditions, agreements and restrictions
on the part of the Tenant herein contained and implied, the
Landlord DOETH HEREBY DEMISE AND LEASE to the Tenant AND THE
TENANT DOES ACCEPT ON LEASE the premises described in the
Schedule hereto (hereinafter called "the demised premises")
for a term of one year seven months from the 1 December 1994,
to the 30th day of June 1996, the Tenant paying therefore to
the Landlord a monthly rental of two hundred and twenty-five
dollars (\$225.00) inclusive of G.S.T. in advance on the 1st
day of the month.

AND IT IS HEREBY COVENANTED BY AND BETWEEN THE LANDLORD AND
THE TENANT as follows:-

1. INTERPRETATION: "Demised Premises" means the premises
described in the Schedule hereto together with any appurtenant
rights therein described.

"Said Building" means the buildings erected upon the demised
premises.

"Landlord", "Tenant" and "Guarantor" shall, where not
inconsistent with the context, extend to and include in the
case of persons their executors, administrators and permitted
assigns and in the case of bodies corporate their successors
and permitted assigns and where there are more than one
Landlord, Tenant, or Guarantor, all covenants and agreements
contained or implied in this Deed of Lease to be performed or
observed, shall bind the Landlord, Tenant and Guarantor both
jointly and severally and the singular when used in this Deed
of Lease shall include the plural and vice versa and the
masculine shall include the feminine and vice versa.

2. RENT: That the Tenant will duly and punctually pay the
rental herein reserved on the days and in the manner herein
mentioned and free of all bank charges and any other
deductions whatever by bank order or as the Landlord may
otherwise direct.

3. ELECTRICITY AND WATER: That the Tenant will duly and
punctually pay all charges and assessments for electricity and
water consumed on or supplied to the demised premises during
the term hereof and will maintain any water meter in good
working order.

-2-

4. INTERIOR REPAIRS:

- (a) That the Tenant will at all times during the term hereof keep and maintain the interior of the demised premises including the Landlord's fixtures and fittings (if any) and all windows, doors, sashes, frames and locks in the same repair order and condition as each was at the commencement of the term hereof, excepting fair wear and tear and damage by fire (each without the neglect of the Tenant) and excepting damage by tempest, earthquake, flood, subsidence of the soil or inevitable accident, but not consequential damage due to the neglectful act of default of the Tenant following upon such tempest, earthquake, flood, subsidence of the soil or inevitable accident, and at the expiration or sooner determination of this Lease, the Tenant will yield up the demised premises, including the Landlord's fixtures and fittings (if any), and all windows, doors, sashes, frames and locks in such repair as shall be consistent with the due performance by the Tenant of the provisions of this Lease. Any renovations or redecorations of the interior of the demised premises required by the Tenant shall be done by and at the cost of the Tenant.
- (b) The Tenant will at all times maintain the grounds (comprising part of the demised premises) in a clean and tidy condition and free of rubbish.

5. EXTERIOR REPAIRS: That the Landlord will keep and maintain in good and tenantable weatherproof repair and condition the roof and outer walls of the said building PROVIDED HOWEVER that the Landlord shall not be responsible or liable to the Tenant for any loss of damage arising from any want of repair of any defect or damage of which the Landlord has not had notice and a reasonable period of time to remedy such defect or damage.

6. NOTIFICATION OF DEFECTS: That the Tenant will promptly notify the Landlord or its agent of any apparent defect in or about the demised premises or the said building, likely or in any way tending to do, cause or commit damage to the demised premises or the said building whether arising from fair wear and tear or otherwise.

7. STRUCTURAL ALTERATIONS: That the Tenant shall not, without the previous consent of the Landlord in writing, make or suffer to be made, any structural alterations or additions to the demised premises and in the event of the Landlord approving of the making of such alterations or additions, the same shall, at the option of the Landlord, be designed or approved by the Landlord, and the Tenant will at the expiration or sooner determination of the Lease at the option of the Landlord, leave and hand over to the Landlord the demised premises in their then state or the state in which the same were immediately prior to such alterations or additions.

-3-

8. PARTITIONS AND FIXTURES: That the Tenant shall have the right to erect in the demised premises any partitions, fittings, fixtures, interior alteration or additions necessary for the purpose of conducting the Tenant's business other than those of a structural nature, PROVIDED THAT the same are erected under the supervision and direction of the Landlord, and the Landlord shall have the right, within one month from the expiration or sooner determination of the term hereof, to purchase the same at a valuation agreed on by the Landlord and the Tenant, or failing agreement, to be determined by arbitration, BUT in the event of the Landlord not desiring to purchase the same, the Tenant may, and shall if requested by the Landlord at the Tenant's own cost, remove such partitions, fittings, fixtures, interior alterations, additions and shall after the removal thereof make good and restore to the satisfaction of the Landlord the whole of the interior of the demised premises to the like state and condition in which the same were before the erection of such partitions, fittings, fixtures, interior alteration or additions.

If the Tenant shall not, at the expiration or sooner determination of this Lease, have removed any partitions, fittings, fixtures, interior alterations or additions having been required to do so by the Landlord, or if the Tenant shall not have restored the demised premises to their original condition, then the Landlord may remove such partitions, fittings, fixtures, interior alterations or additions and may do so cause to be done all things necessary to restore the demised premises as aforesaid and all costs paid by the Tenant to the Landlord in so doing shall be paid by the Tenant to the Landlord upon demand.

9. DRAINS AND SEWERS: That the Tenant will at all times use in a fit and proper manner the toilets, drains, sewers and sanitary appliances on the demised premises and keep the same free from any obstructions whatsoever and will make good any damage or obstruction thereto caused by the Tenant or the Tenant's visitors, servants, workmen or agents and will indemnify the Landlord against any damage arising from the breach of the provisions of this clause.

10. STATUTES AND REGULATIONS That the Tenant will in all respects comply with the provision of all Statutes, Orders in Council, ordinances, regulations, bylaws, requisitions, notices or orders so far as they relate to the demised premises or to anything done or omitted to be done therein by the Tenant and will indemnify and keep indemnified the Landlord from and against all actions, suits, claims, demands, fines, penalties, and payments arising out of or relating to such Statutes, Orders in Council, ordinances, regulations, bylaws, requisitions, notices or orders PROVIDED HOWEVER that all structural alterations or additions required to be made to the demised premises or drains or sanitary appliances thereof under the authorities aforesaid shall (unless the same shall have been necessitated by some act or default of the Tenant or by the nature of the Tenant's business or employees) be done provided or made by and at the expense of the Landlord.

-4-

11. ELECTRICAL INSTALLATIONS: That the Tenant will not use the electrical installation on the demised premises or suffer or permit it to be used in an improper or unlawful manner and will not use any appliance in connection thereof so as to overload such installation. The Tenant admits and acknowledges that the Landlord shall in no way be liable to do or cause to be done any repairs or alterations to the said installation. The Tenant will not make or permit to be made any alterations to such installation without obtaining the written consent of the Landlord prior to the making of such alterations such consent not to be unreasonable or arbitrarily withheld AND if any such alteration is made the Tenant will restore such installation at the end of the term hereby created if required by the Landlord to the state in which such installation was at the commencement of the term hereof.

12. INDEMNITY: That the Tenant shall indemnify, and keep indemnified, the Landlord from and against all loss, damage or injury to the demised premises, or to the said building, or to the property therein of the Landlord and from and against all loss or damage to any claims proceedings or injunctions made or brought against the Landlord in respect of any of the above matters as a Tenant, or of its servants, agents, contractors or visitors of the Tenant and the Tenant shall take out a Public Liability Policy for such reasonable sum as may be fixed by the Landlord from time to time.

13. USE OF PREMISES: That the Tenant will not without the previous consent in writing of the Landlord carry on, or suffer to be carried on, upon the demised premises or any part thereof, any trade or business whatsoever, other than that of a depot for rural delivery contractors and the like or such other business as the Landlord may at his discretion in writing approve.

14. AVOIDANCE OF NUISANCE: That the Tenant will not carry on in the demised premises any noisy, noxious or offensive trade, business or activity, nor at any time during the term hereof do any act or suffer any omission or permit anything whatsoever on the demised premises which may be or become any annoyance or a nuisance to the occupiers or owners of adjoining buildings and will under no circumstances use any part of the demised premises for residential purposes.

15. AVOIDANCE OF INSURANCE: That the Tenant will not do or suffer or permit to be done upon the demised premises or any part thereof anything which may render any policy or policies of insurance affecting the said building (and the Landlord's assets therein) or neighbouring buildings or structures belonging to the Landlord void or voidable. If the tenant shall do or suffer or permit to be done upon the demised premises anything which may render any increased or extra premium payable in respect of any such insurance or in respect of insurance on any buildings now or hereinafter erected by the Landlord on adjoining land the tenant will forthwith on demand pay to the Landlord such increased or extra premium as the Landlord may be liable to pay in respect of any such insurance.

-5-

16. SIGNS: That the Tenant will not, without the written consent of the Landlord, place or cause to be placed any signwriting or advertising on the exterior windows or walls of the demised premises PROVIDED HOWEVER that such consent shall not be arbitrarily or unreasonably withheld. The Tenant will at the end or sooner determination of the term hereof remove all advertising, signs or signwriting which shall have been placed on the demised premises or on the exterior windows or walls of the said building or upon such vacant land.

17. RUBBISH: That the Tenant will not place or deposit any rubbish or other waste in or about the demised premises or the said building and will keep the demised premises neat, clean and tidy at all times.

18. SECURITY OF PREMISES: That the Tenant will except during normal business hours keep all exterior windows fastened and outside doors and gates locked.

19. RIGHT OF ENTRY: That the Tenant shall permit the Landlord and/or its agents, in either case with or without other persons, at all reasonable times during the term hereof, to enter the demised premises and examine the state and condition thereof and the Tenant will within one (1) calendar month of the Landlord or its agent giving written notice to the Tenant repair and make good all defects and wants of preparation described in the said notice.

20. RIGHT TO EFFECT REPAIRS: That the Tenant shall permit the Landlord and/or its agents, in either case with or without workmen and materials and appliances, to enter the demised premises for the purpose of preparing for executing and carrying out such alterations, repairs or maintenance as the Landlord may consider necessary or advisable. Any alterations, repairs or maintenance carried out by or on behalf of the Landlord in terms of this clause shall be carried out so as to cause as little interference with the occupation and use of the demised premises as is reasonable practicable.

21. INSURANCE: That the Landlord will insure and keep insured any buildings which form part of the demised premises for indemnity value only.

22. DAMAGE OR DESTRUCTION:

- (a) That in case the demised premises shall, at any time during the term hereof, be destroyed or damaged by fire, earthquake or other cause so as to render the same reasonable unfit for use and occupation for the business purpose of the Tenant, then this Lease and the term hereof shall absolutely cease and rent shall be payable only up to the date of such destruction or damage, without prejudice however to the rights of either party hereto in respect of any antecedent breach of the covenants, conditions and agreements herein contained and implied.

-6-

- (b) That if the demised premises shall, at anytime during the term hereof, be damaged by fire earthquake or other cause, but not to such an extent as to be unfit for carrying on the business of the tenant, then as soon as reasonably possible after payment to the Landlord of any moneys payable under any insurance policy in respect of such damage, the Landlord MAY expend all such insurance moneys on reinstating and repairing the said building, provided that the obligation of the Landlord to reinstate and repair the said building shall be subject to the following:-
- (i) All necessary permits and consents being obtained, and
 - (ii) The sums received from all insurance policies being sufficient to reinstate and repair the whole of the said building in accordance with any conditions of such permits or consents, and,
 - (iii) The rights of the mortgagee or any other charge holder.
- (c) In the event of the Landlord reinstating and repairing in accordance with the provisions of the preceding and following paragraphs, then from the date of such damage until the day on which the demised premises shall be reinstated, the rent hereby covenanted to be paid shall abate pro-rata according to the nature and extent of the damage sustained.
- (d) That if the said building or any part thereof shall be destroyed or so damaged by fire or any other cause so as to necessitate a virtual reconstruction involving the vacating by Tenant of the demised premises or any part thereof to enable the necessary repairs and reinstatements to be properly and conveniently made or if in terms of paragraph (b)(i) hereof the Landlord is not able to reinstate the demised premises then either party hereto may give to the other not less than fourteen (14) days notice in writing of his desire to terminate this lease and the term hereof shall cease and determine on the date so specified BUT without prejudice to the rights of either party hereto in respect of any antecedent breach of the covenants conditions and agreements herein contained and implied.

23. ARBITRATION: All differences and disputes which shall arise between the parties hereto concerning the premises, or any act or thing to be done or suffered or omitted to be done in pursuance hereof, or concerning the construction of this lease, shall be referred to the arbitration of two arbitrators, one to be appointed by each party, or the arbitration of the umpire appointed by such arbitrators should they be unable to agree, and any such determination shall be in accordance with the Arbitration Act 1908 or any amendment thereto or reenactment thereof for the time being in force.

-7-

24. LANDLORD MAY PERFORM TENANT'S OBLIGATIONS: That if the Tenant shall at any time be in default in performing or observing any of the covenants, conditions or agreements on its part herein contained or implied, then it shall be lawful for but not obligatory upon the Landlord (and without prejudice to any other rights, powers or remedies of the Landlord) to perform or observe any such covenants, conditions or agreements either wholly or in part and the Tenant will upon demand pay to the Landlord all sums expended by the Landlord in or about such performance or observance and until payment is made to the Landlord such sums shall be treated as an advance to the tenant and shall bear interest at the rate of eighteen (18) per centum per annum computed from the date or respective dated of expenditure by the Landlord.

25. DISTRESS: That there shall be vested in the Landlord an immediate power of distraint in case default shall be made and shall continue to be made for seven (7) days in payment of the rent hereby reserved or any part thereof.

26. TERMINATION: That if the rent hereby reserved or any part thereof is unpaid and in arrears for the space of fourteen (14) days after any of the days whereon the same shall become due and payable (whether formally demanded or not) or if any covenant on the Tenant's part herein contained or implied shall not be observed, performed or kept, or if the term hereby created shall be seized, attached or taken in execution or if any chattels, plant and fittings belonging to the Tenant situated in the demised premises shall be seized, attached or taken in execution or if the Tenant shall become bankrupt or in the case of a Company go into liquidation it shall be lawful for the Landlord at any time thereafter, without notice or suit, to reenter the demised premises or any part thereof in the name of the whole, and thereupon the term hereof shall absolutely cease and determine but without prejudice to the rights of either party hereto in respect of any breach of the covenants, conditions or terms herein contained or implied.

27. RIGHT OF RENEWAL: That if the Tenant shall have observed the terms and conditions of this Lease to the satisfaction of the Landlord, the Tenant will have a right of renewal of the term thereof for a further three (3) years on conditions as to monthly rental and other matters as shall be negotiated between the parties.

28. LEASE NOT REGISTRABLE: That the Tenant shall not be entitled to registration of this Lease or any Lease in renewal hereof and the Tenant shall not Caveat the Landlord's title to the demised premises.

29. NOTICES: Any notice required to be served by this Lease shall be served in accordance with Section 152 of the Property Law Act 1952.

-8-

THE SCHEDULE

The premise is that building known as the Rural Bus Depot, situated on Denmark Street, Dannevirke, more particularly described as Lot 36 DP 1052, being part of the land held in Certificate of Title B1/1371.

IN WITNESS whereof these presents have been executed the day and year first above written.

THE COMMON SEAL of the)
TARARUA DISTRICT COUNCIL)
was hereunto affixed in)
the presence of:-)



1994/154


.....
MAYOR


.....
GENERAL MANAGER

Signed by the abovenamed:  D.A. Hales

in the presence of: 

Henry James Broughton
.....
(name)

N2lost Pongakoa
.....
(address)

MEMORANDUM OF EXTENSION OF LEASE

The term of the lease of the Rural Bus Depot situated in Denmark Street, Dannevirke, more particularly described as Lot 36 DP 1052, being part of the land held in Certificate of Title B1/1371 is hereby extended on a monthly basis.

The covenants, conditions and restrictions contained or implied in the said lease will continue to apply.

Dated this 23 day of May 1996

Signed on behalf of VJ & DA Hales as lessees



Signed on behalf of the Tararua District Council.....



M. C. BROWN
Manager - Planning
& Regulatory Services
Tararua District Council

8743







Scanned 14/02/2012

09JUL78 8375 CPT *****80.01
NEW ZEALAND STAMP DUTY PMW

ASSIGNMENT OF LEASE

THIS DEED made the 26th day of July 19 78

between ALISTAIR JAMES BROWARD JACKSON of Dannevirke, Mail Contractor
(hereinafter called "the Vendor") of the one part,

*Name,
description,
and capacities
of partner* AND GRAHAM KENDALL of Dannevirke, Company Director (hereinafter called "the Purchaser") of the second part,

AND THE DANNEVIRKE BOROUGH COUNCIL a body corporate under the Municipal Corporations Act, 1954.

Price \$0-10 CENTS

WHEREAS

A. The Vendor is the present Tenant under the lease referred to as the said recited lease and described in Schedule A and has agreed to assign it to the Purchaser for the aforesaid price.

B. The Landlord is the present Landlord under the said recited lease, of the leased premises described in Schedule B.

C. ~~The Shareholders are shareholders in the Vendor:~~

D. The duration referred to in Schedules E and F is Five (5) years.

and the radius referred to in Schedules E and F is ~~approximately Five (5)~~ Five (5) miles.

NOW THIS DEED WITNESSES

- In consideration of the aforesaid price paid to the Vendor by the Purchaser (the receipt of which is hereby acknowledged by the Vendor) and in further consideration of the covenants on the part of the Purchaser hereinafter contained the Vendor hereby assigns to the Purchaser all the estate and interest of the Vendor under the said recited lease.
- The Purchaser hereby covenants with the Vendor as set out in Schedule C.
- ~~The Guarantor hereby covenants with the Vendor as set out in Schedule D;~~
- The Vendor hereby covenants with the Purchaser as set out in Schedule E.
- ~~The Shareholders hereby covenant with the Purchaser as set out in Schedule F;~~
- The Landlord hereby consents as set out in Schedule G.
- The parties hereby covenant and declare as set out in Schedule H.

In witness whereof these presents have been executed the day and year first hereinbefore written.

SCHEDULE A - THE SAID RECITED LEASE

Original Landlord: Dannevirke Borough Council

Original Tenant: William Alexander George Wallace

Date of Lease: 27th May 1963 Date of Commencement: 1st May 1963

Term: 21 years

SCHEDULE B - THE LEASED PREMISES

26.8 perches more or less being part of Lot 36 on Deposited Plan No 1057 comprising part of Suburban Section 8 Dannevirke and being part of the land in Certificate of Title 15/101.

L82a

Scanned 14/02/2012

SCHEDULE C — PURCHASER'S COVENANTS WITH VENDOR

For the consideration aforesaid the Purchaser hereby covenants with the Vendor that the Purchaser shall at all times hereafter pay the rent at the times and in the manner provided by the said recited lease and shall at all times hereafter observe and perform all and singular the covenants conditions and provisions in the said recited lease expressed or implied and on the part of the Tenant thereunder to be observed or performed and shall indemnify the Vendor from and against all claims demands costs actions and proceedings whatsoever arising through default being made in payment of the future rent or in the future observance or performance of its covenants conditions and provisions respectively.

SCHEDULE D — GUARANTOR'S COVENANTS WITH VENDOR

In consideration of the Vendor parting with and assigning the within assignment of lease to the Purchaser the Guarantor hereby assigns and declares:

- The Guarantor guarantees:
 - The due and punctual payment to the Landlord by the Purchaser of all future rent and other moneys reserved by the said lease; and
 - The due and punctual future observance and performance by the Purchaser of all covenants conditions and provisions therein expressed and implied and on the part of the Tenant to be observed and performed.
- The Guarantor shall indemnify the Vendor from and against all claims demands costs actions and proceedings whatsoever arising through default being made in payment of the future rent or in the future observance or performance of the covenants conditions and provisions respectively.
- The Guarantor agrees that no indulgence granting of time waiver or forbearance to sue or any other thing whereby the Guarantor should be released as a surety in any way takes effect in the Guarantor's liability hereunder.

SCHEDULE E — COVENANT BY VENDOR NOT TO COMPETE WITH PURCHASER

The Vendor hereby covenants with the Purchaser that the Vendor shall not (other than as shareholder in a public company) without the prior written consent of the Purchaser within the period from the date hereof specified in recital D within the radius of the leased premises specified in recital D either alone or jointly with or as director manager agent or servant of any other person directly or indirectly carry on or be concerned in or interested in any business similar to that hereby assigned by the Vendor to the Purchaser and the Vendor shall not permit his name to be used in carrying on or in connection with such a business or supply a select any of the existing customers of the business hereby assigned.

SCHEDULE F — COVENANT BY SHAREHOLDERS IN VENDOR NOT TO COMPETE WITH PURCHASER

In consideration of the Purchaser entering into these presents at the request of the Shareholders (the Shareholders) hereby admit and declare and in further consideration of the payment by the Purchaser of \$1 to each of the Shareholders (the receipt of these sums is hereby acknowledged) the Shareholders hereby covenants with the Purchaser that they shall not other than as shareholders in a public company) without the prior written consent of the Purchaser within the period from the date hereof specified in recital D within the radius of the leased premises specified in recital D either alone or jointly with or as director manager agent or servant of any other person directly or indirectly carry on or be concerned in or interested in any business similar to that hereby assigned by the Vendor to the Purchaser and the Shareholders shall not permit their names to be used in carrying on or in connection with such a business or supply or select any of the existing customers of the business hereby assigned.

SCHEDULE G — LANDLORD'S CONSENT

The Landlord hereby consents to the aforesaid assignment of the said recited lease but without prejudice to the Landlord's rights and remedies under the said recited lease.

SCHEDULE H — INTERPRETATION

The parties covenant and declare that where the context admits:

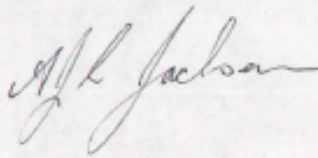
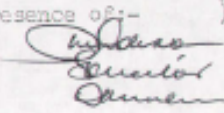
- The expressions "the Vendor", "the Purchaser" and "the Landlord" include their successors personal representatives and assigns.
- Where more persons than one are covenanting parties the covenants herein expressed or implied bind the covenanting parties and any two or greater number of them jointly and each of them severally.
- Words importing the masculine gender include the feminine gender and the neuter gender as the case may require.
- The word "person" includes a corporation.
- The expressions "the Guarantor" and "the Shareholders" include the successors and personal representatives of the Guarantor and the Shareholders.
- Words importing the singular or plural number include the plural and singular number respectively.
- These presents shall be construed as always speaking and whenever any matter or thing is expressed in the present tense the same shall be applied to the circumstances as they arise, so that effect may be given to these presents and every part thereof according to their spirit, true intent and meaning.

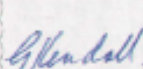
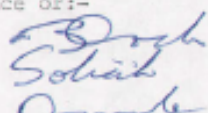
2



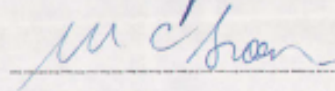
LS2a

Scanned 14/02/2012

Attestation, clause here

SIGNED by the said
ALISTAIR JAMES LEONARD
JACKSON as Vendor in
the presence of:-



SIGNED by the said
GRAHAM KENDALL as
Purchaser in the
presence of:-



THE COMMON SEAL OF
THE DANNEVIRKE BOROUGH
COUNCIL was hereunto
affixed pursuant to a
resolution of the Coun-
cil dated the 26th
day of JUNE, 1976
in the presence of:-

 (Mayor)
 (Town Clerk)

3 LS26

Scanned 14/02/2012

Lloyd Dodson
25/10/7

Date: _____ 19 ____

Vendor: Alistair James Leonard Joe

Purchaser: Graham Kendall

Landlord: Canterbury Borough Council

Sketch: _____

Quantity: _____

**ASSIGNMENT
OF
LEASE**

Messrs Lloyd, Dodson & Cartmel
Solicitors,
9 Ward Street,
DUNEDIN.

L308 4. Avon Publishing Ltd, P.O. Box 128, Auckland

Scanned 14/02/2012

1/3 Gpt

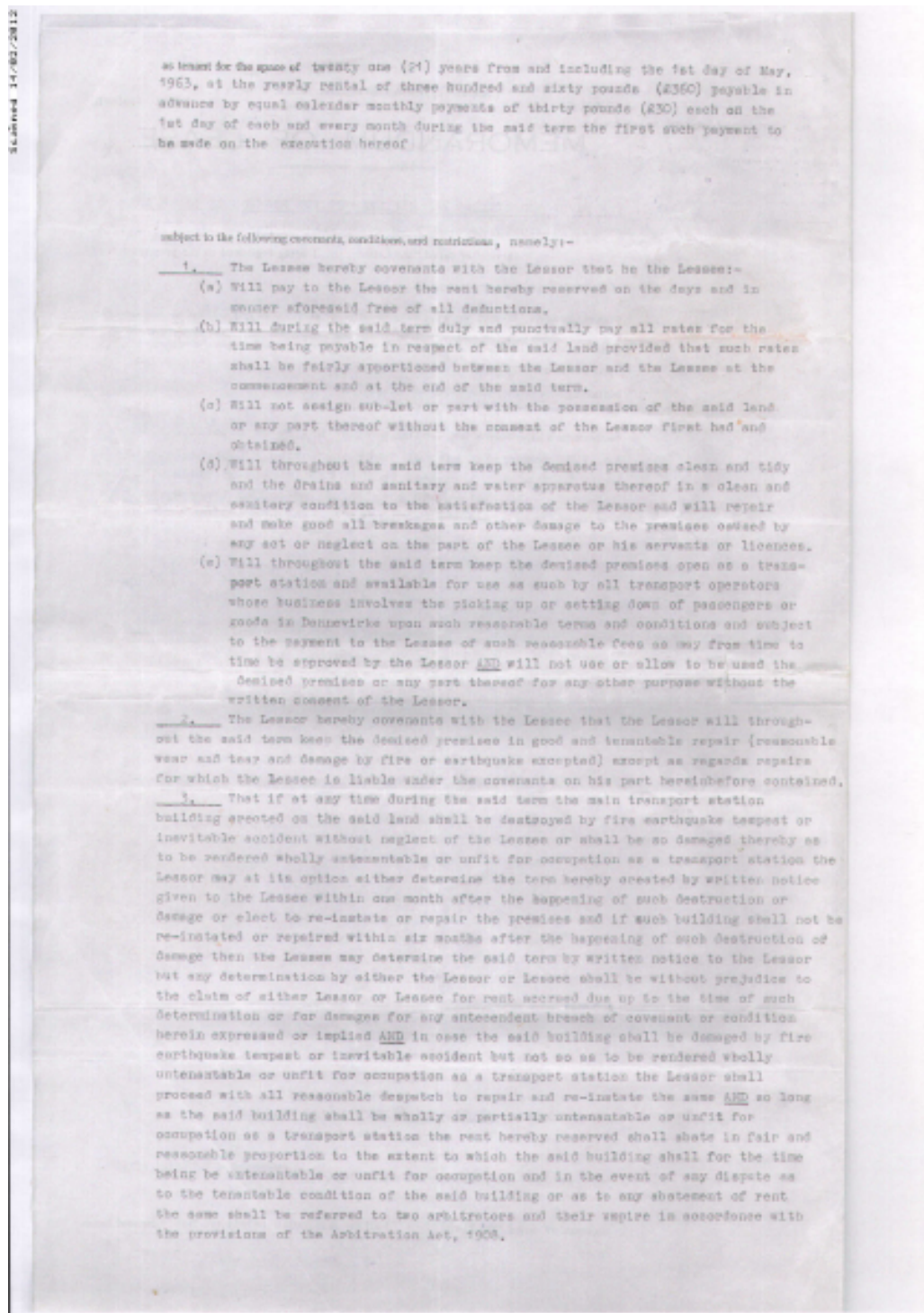
(FORM K.) Approved by District Land Registrar No. H.B. 87/524861 (Form Zealand.

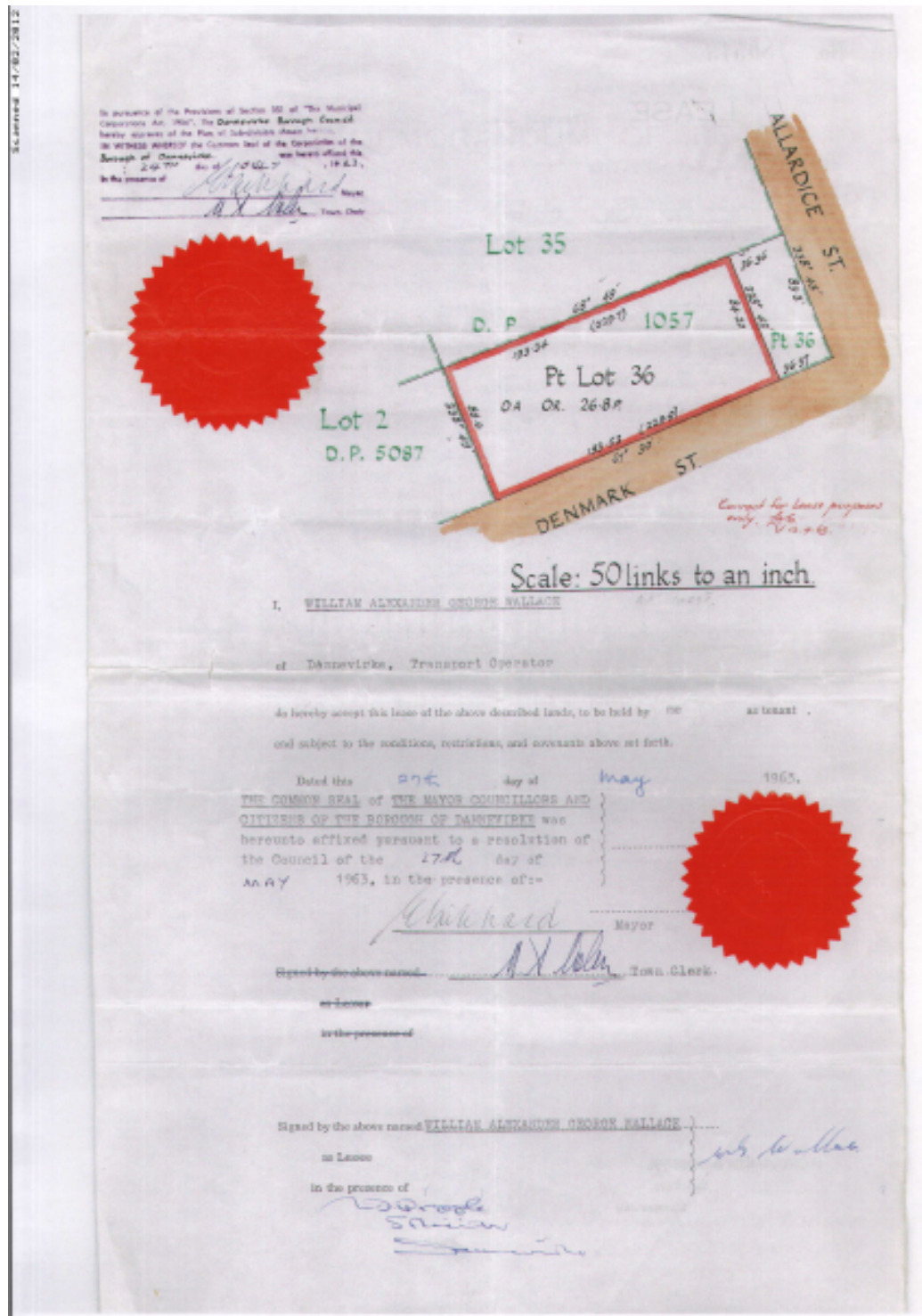
MEMORANDUM OF LEASE.

THE MAYOR, COUNCILLORS AND CITIZENS OF THE BOROUGH OF DANNEVIRKE
a body corporate by virtue of the Municipal Corporations Act, 1954,
(hereinafter called "the Lessor") being registered as the proprietor
of an estate in fee simple
subject, however, to such encumbrances, Rents, and interests as are notified by memorandum
underwritten or indorsed hereon, in that piece of land situated in the Borough of
Dannevirke
containing twenty-six decimal eight (26.8) perches
be the same a little more or less being part of Lot 36 on Deposited Plan
No. 1057 comprising part of Suburban Section 8 Dannevirke, and
being part of the land comprised in Certificate of Title H.B.
Volume 15 Folio 101 as the same as delineated in the diagram
endorsed hereon and thereon in outline coloured red

do hereby lease to WILLIAM ALEXANDER GEORGE WALLACE
of Dannevirke, Transport Operator,
(hereinafter called "the Lessee") all the said land to be held by him the said Lessee

217 65 2243 -00000-10 GPT
J.L. Stamp 22/04/24





14/02/2012

180513

LEASE of Freehold land Correct for the purposes of the Land Transfer Act

TRIPLICATE

Situated at 20, Denmark St, Dannevirke

THE MAYOR COUNCILLORS AND CITIZENS
OF THE BOROUGH OF DANNEVIRKE Lessor


E.A.S. WALLACE Lessee

Particulars entered in Register-Book

N.B. Vol. 15 Page 101

8 AUG 1963

at 11-15 o'clock

 District Land Registrar

of the District of **HAWKE'S BAY**

~~THE DANNEVIRKE BOROUGH COUNCIL hereby consents to the subdivision of land affected by the within Memorandum of Transfer.~~

~~THE COMMON SEAL OF THE MAYOR COUNCILLORS AND CITIZENS OF THE BOROUGH OF DANNEVIRKE was hereunto affixed pursuant to a resolution of the Council of the day of 1963, in the presence of:~~

Mayor _____

Councillor _____

Town Clerk _____

LLOYD SMITH & GIBSON,
Solicitors,
Dannevirke



Town Clerk's Office,

P.O. Box 180,

Dannevirke N.Z.

9th November, 1962.

Mr W.G. Wallace,
3 Madrid Street,
DANNEVIRKE.

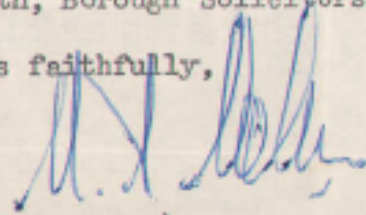
Dear Sir,

Transport Terminal

I have been instructed to advise you that the Council has accepted your tender of 24th September, 1962, for the lease of the Transport Terminal.

The necessary documents will be prepared by Messrs Lloyd & Smith, Borough Solicitors.

Yours faithfully,


(M.A. Nolan)
TOWN CLERK.

PARTICULARS AND CONDITIONS OF SALE of Lease
to be offered for sale by public tender by The
Mayor Councillors and Citizens of the Borough
of Dannevirke (in the sub-joined Conditions
and form of tender referred to as "the Corpor-
ation") pursuant to Section 153 of the
Municipal Corporations Act 1954.

PARTICULARS

A Lease in the form of the draft lease hereto annexed (in the sub-joined Conditions and form of tender called "the Lease") of all that piece of land situated in the Borough of Dannevirke containing 26.75 perches more or less being part of Lot 36 on D.P. No. 1057 comprising part of Suburban Section 8 Dannevirke and being part of the land comprised in Certificate of Title H.B. Volume 15 Folio 101 AS the same is delineated in the plan marked "Transport Station" deposited for public inspection at the Borough Office, Dannevirke.

CONDITIONS

1. Every person desiring to purchase the Lease shall fill in and sign with his name, occupation and address the form of tender written at the foot of these Conditions and shall send in a sealed envelope to the Town Clerk, Dannevirke, on or before the 24th day of September 1962 a copy of the foregoing particulars with these Conditions and the said form of tender so filled in and signed still attached thereto together with a cheque or bank draft for a deposit of £180.
2. The Corporation does not undertake to accept the highest or any tender.
3. The person whose tender is accepted shall be the purchaser of the Lease and shall be informed of the acceptance of his tender by letter sent to him by post addressed to the address given in his tender and every letter so sent shall be deemed to have been received in due course of post.
4. The purchaser shall within one calendar month after the date of acceptance of his tender furnish the Corporation with such evidence as may be required to satisfy it firstly that he is a respectable and responsible person and possessed of sufficient means to enable him to undertake the obligations to be imposed upon him by the Lease and secondly that he had taken steps to ensure and can ensure that the majority of the transport operators now carrying on business as such in the said Borough (or such number of such operators as may be determined by the Corporation) and their respective successors or assigns will use the said land and continue to use the same throughout the term of the Lease as a transport station.
5. If the purchaser shall fail to satisfy the Corporation as to the matters referred to in clause 4 hereof within the time limited in that behalf the Corporation may by letter sent to him by post addressed to the address given in his tender withdraw its acceptance of his tender and thereupon any contract arising out of such tender and acceptance shall be absolutely void.

- 2 -

6. If the Corporation's acceptance of the purchaser's tender shall not be withdrawn as hereinafore provided the Corporation shall forthwith and with all reasonable despatch proceed to erect buildings on the said land and otherwise adapt the same for use as a transport station in accordance with plans and specifications which have been prepared by the Borough Engineer and deposited for public inspection at the Borough Office, Danewirke, and the term of the lease shall commence on a date to be fixed by the Corporation being not more than 28 days after the date of completion of the works referred to in the said plans and specifications.

7. Forthwith after completion of the aforesaid works the Corporation shall notify the purchaser in writing of their completion and not later than 10 days thereafter the purchaser shall pay to the Corporation the purchase money specified in his tender and execute the Lease and a counterpart thereof which shall be prepared by the Borough Solicitor at the expense in all things (including stamp duty) of the purchaser, and the deposit shall be applied by the Corporation as a payment of rent in advance.

8. If the purchaser shall fail in complying or neglect or refuse or be unable to comply with any of the conditions or stipulations (other than the provisions of clause 4 hereof) in these Conditions expressed then without prejudice to any other remedies it may have the Corporation may rescind the sale and thereupon the deposit and all other moneys paid by the purchaser hereunder shall be forfeited to the Corporation as liquidated damages.

FORM OF TENDER

I William Alexander George Wallace of Danewirke 3 Madrid St.
(full name) (address)

_____ hereby offer to buy from the Corporation the lease described in the foregoing Particulars for the sum of £1750 ONE THOUSAND SEVEN HUNDRED AND FIFTY POUNDS

AND I agree that in the event of this offer being accepted in accordance with the above Conditions I will pay the said purchase money and complete the said lease in accordance with the said conditions.

DATED this 24th day of September, 1962.

W. A. G. Wallace

-7 H 63 6712 +00.000.00.0 DIV
S.A. Stamp Duty PW

COPY

Approved by District Land Registrar No. H.B. 57/134901
(FORM K.) NEW ZEALAND

- MEMORANDUM OF LEASE -

THE MAYOR COUNCILLORS AND CITIZENS OF THE BOROUGH OF DANNEVIRKE

a body corporate by virtue of the Municipal Corporations Act 1954 (hereinafter called "the Lessor") being registered as the proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or indorsed hereon, in that piece of land situated in the Borough of Dannevirke containing 26.73 perches be the same a little more or less being part of Lot 36 on D.P. No. 1057 comprising part of Suburban Section 8 Dannevirke, and being part of the land comprised in Certificate of Title H.B. Volume 15, Folio 101 as the same as delineated in the diagram endorsed hereon and thereon in outline coloured red.

151'7" - 24 = 127'7"

PART LOT 36 D.P.

AREA O.A.O.R. 26.73 P.

151'9" - 24 = 127'9"

DENMARK STREET

ALLARDICE STREET

55'85"

55'7"

NOT
INCL.
IN
LEASE

do hereby lease to

of

(hereinafter called "the Lessee") all the said lands to be held by the

said Lessee as tenant for the space of twenty one (21) years from and including

the day of , 196 , at the yearly rental of three hundred

and sixty pounds (£360) payable in advance by equal calendar monthly payments of

thirty pounds (£30) each on the day of each and every month during the

said term the first such payment to be made on the date of commencement of the said

term.

11/5/63

10/1

Lease

1-3-28-63

7 II 65 6713

4-00,001-80 DIV

28-63

28-63

- 2 -

subject to the following covenants, conditions, and restrictions, namely:-

1. The Lessee hereby covenants with the Lessor that he the Lessee:-

- (a) Will pay to the Lessor the rent hereby reserved on the days and in manner aforesaid free of all deductions.
- (b) Will during the said term duly and punctually pay all rates for the time being payable in respect of the said land provided that such rates shall be fairly apportioned between the Lessor and the Lessee at the commencement and at the end of the said term.
- (c) Will not assign sub-let or part with the possession of the said land or any part thereof without the consent of the Lessor first had and obtained.
- (d) Will throughout the said term keep the demised premises clean and tidy and the drains and sanitary and water apparatus thereof in a clean and sanitary condition to the satisfaction of the Lessor and will repair and make good all breakages and other damage to the premises caused by any act or neglect on the part of the Lessee or his servants or licences.
- (e) Will throughout the said term keep the demised premises open as a transport station and available for use as such by all transport operators whose business involves the picking up or setting down of passengers or goods in Dannevirke upon such reasonable terms and conditions and subject to the payment to the Lessee of such reasonable fees as may from time to time be approved by the Lessor AND will not use or allow to be used the demised premises or any part thereof for any other purpose without the written consent of the Lessor.

2. The Lessor hereby covenants with the Lessee that the Lessor will throughout the said term keep the demised premises in good and tenantable repair (reasonable wear and tear and damage by fire or earthquake excepted) except as regards repairs for which the Lessee is liable under the covenants on his part hereinbefore contained.

3. That if at any time during the said term the main transport station building erected on the said land shall be destroyed by fire earthquake tempest or inevitable accident without neglect of the Lessee or shall be so damaged thereby as to be rendered wholly untenable or unfit for occupation as a transport station the Lessor may at its option either determine the term hereby created by written notice given to the Lessee within one month after the happening of such destruction or damage or elect ~~to elect~~ to re-instate or repair the premises and if such building shall not be re-instated or repaired within six months after the happening of such destruction or damage then the Lessee may determine the said term by written notice to the Lessor but any determination by either the Lessor or Lessee shall be without prejudice to the claim of either Lessor or Lessee for rent accrued due up to the time of such determination or for damages for any antecedent breach of covenant or condition herein expressed or implied AND in case the said building shall be damaged by fire earthquake tempest or inevitable accident but not so as to be rendered wholly untenable or unfit for occupation as a transport station the Lessor shall proceed with all reasonable despatch to repair and re-instate the same AND so long as the said building shall be wholly or partially untenable or unfit for occupation as a transport station the rent hereby reserved shall abate in fair and reasonable proportion to the extent to which the said building shall for the time being be untenable or unfit for occupation and in the event of any dispute as to the tenantable condition of the said building or as to any abatement of rent the same shall be referred to two arbitrators and their umpire in accordance with the provisions of the Arbitration Act 1908

msk

- 3 -

I,
of
do hereby accept this lease of the above described lands, to be held by
as tenant, and subject to the conditions, restrictions, and
covenants above set forth.

Dated this day of

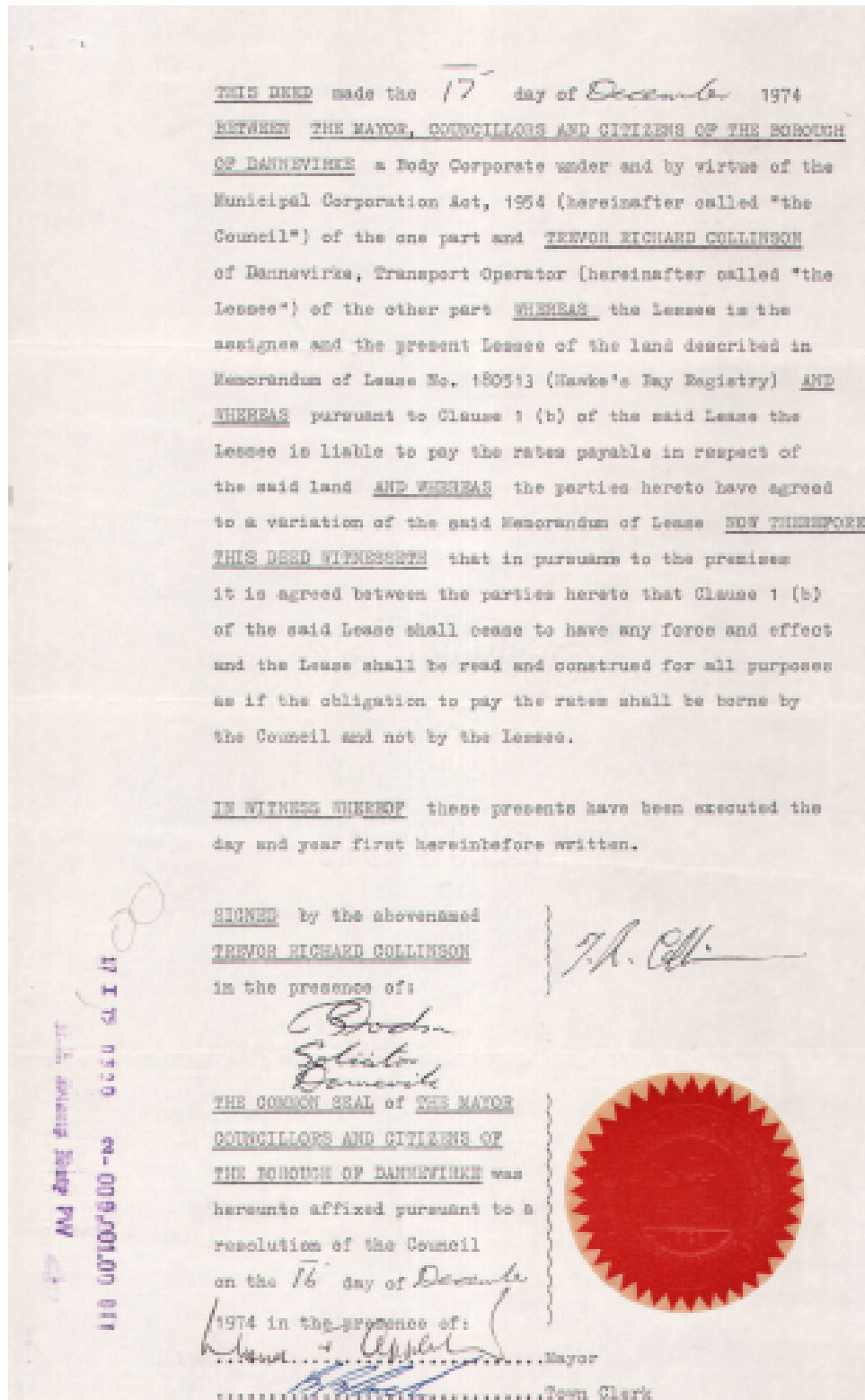
.....Lessor

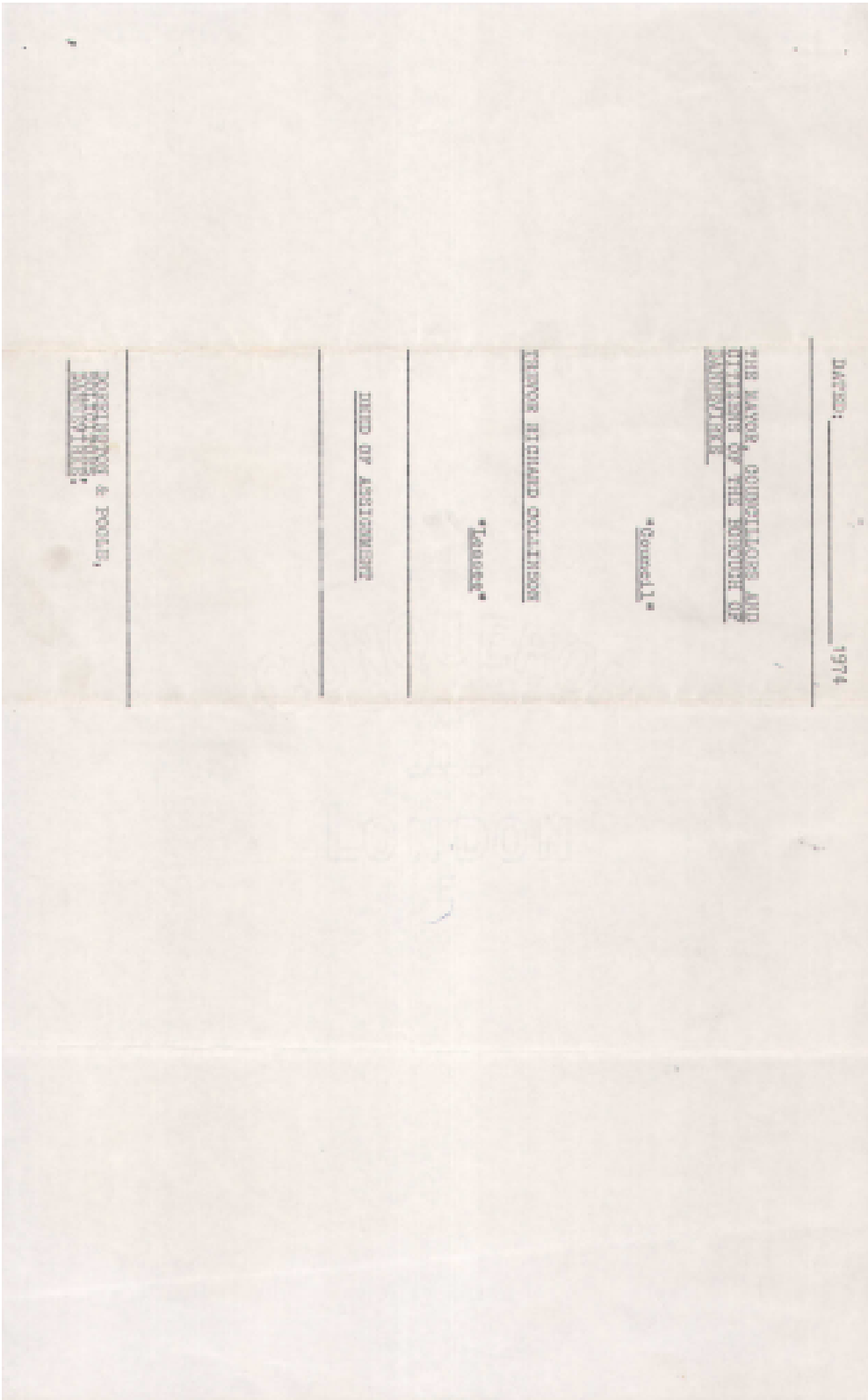
.....Lessee

Signed by the above named
as Lessor
in the presence of

Signed by the above named.....
As Lessee
in the presence of

hgw





Appendix Three – Acquisition History

1895 DP 1057 was surveyed, being a subdivision of Suburban Section 8 Dannevirke.
The Property is indicated with a red arrow below.

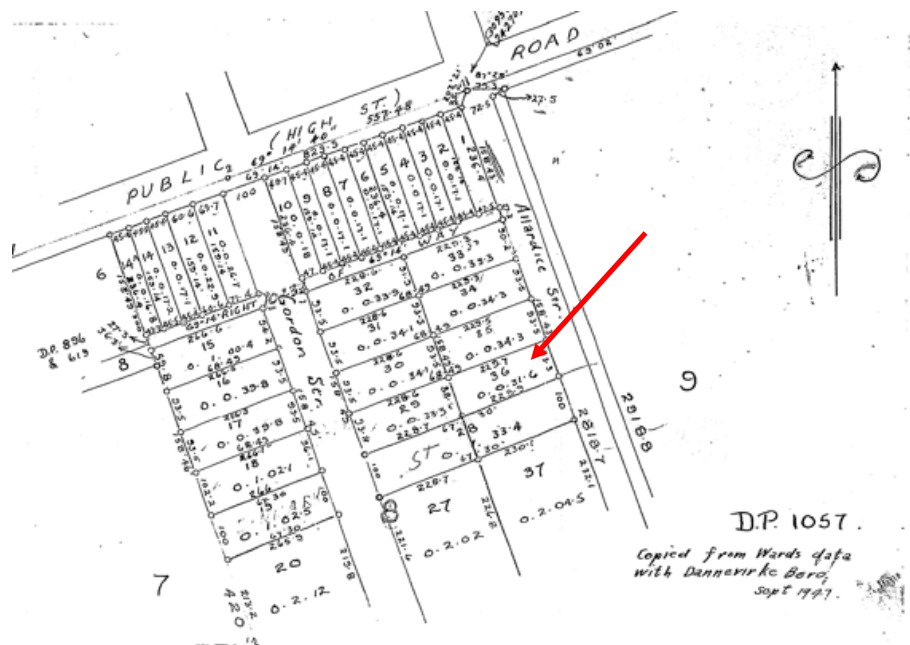


Diagram C: Snip of DP 1057 with red arrow indicating the location of the Property.

June 1903 Certificate of Title (CT) HB15/101 was issued to Richard Thomas Williams for Lots 35 and 36 DP 1057 – Lot 36 being the Property.

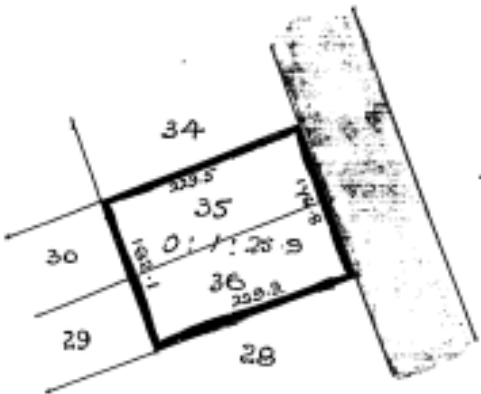


Diagram D: Snip of diagram on historic CT HB15/101.

July 1903 There were two transfers and one transmission of the land held in CT HB15/101
– Jan (Transfer 13916, Transmission 27284, Transfer 50060).
1930

May 1935 Dannevirke Borough Council purchased all of the land in CT HB15/101 from
Albert Benjamin Kemp for £325 (Transfer 63450).

Aug 1963 Dannevirke Borough Council leased part of Lot 36 to “William Alexander George
Wallace of Dannevirke, Transport Operator” for a term of 21 years (Lease
180153). This lease was transmitted and then transferred in 1975 to a new
lessee (Transmission 309770.1, Transfer 310100.1).

This lease appears to have been granted pursuant to section 152(1)(b) of the
Municipal Corporations Act 1954 (refer to Statutory Interpretation in Appendix
Four for a brief comment on leasing powers). The lessee was the successful
tenderer for the lease, noting that the then Borough Council was legally required
to sell such leases by tender – section 153 (a)(i) refers.

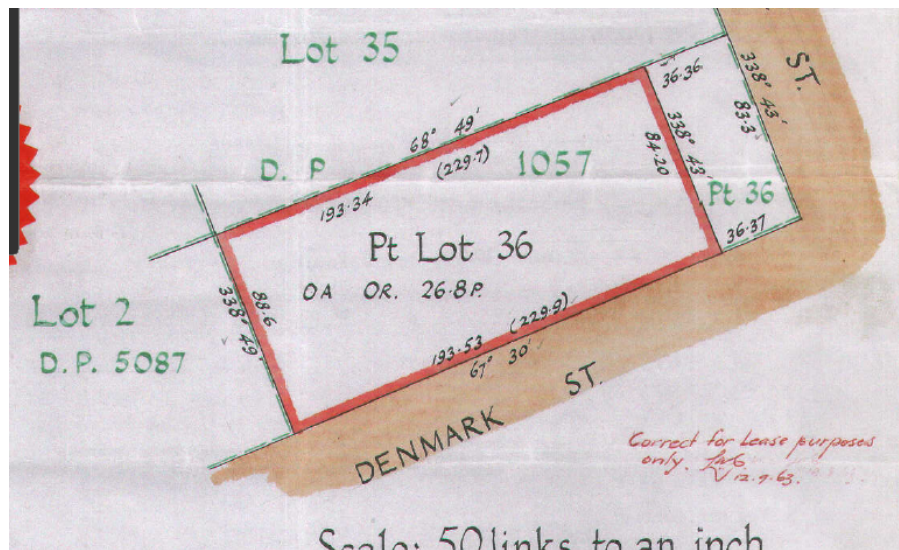


Diagram E: Snip of plan of leased area in Lease 180153.

Feb 1966 CT HB15/101 was cancelled and RT HBB1/1371 was issued to Dannevirke
Borough Council.

Feb 1987 Under the Dannevirke Borough – Dannevirke County Union Order 1987, the
Dannevirke Borough Council and the Dannevirke County Council were
dissolved, and a new Council the Dannevirke District Council was established.

All the rights, powers, responsibilities, property and land held by the dissolved councils vested in Dannevirke District Council. (NZ *Gazette* 1987 page 1018).

June 1989 Under the Local Government (Manawatu-Wanganui Region) Reorganisation Order 1989, the Dannevirke District Council, and other former authorities were dissolved, and the Tararua District Council was established. That Council was to exercise the functions and powers of a territorial authority under the Local Government Act, and under any other local Act relating to it, or to any of the former authorities. It took over the functions, duties and powers (as an administering body under the Reserves Act) of the former authorities. All land and property vested in the former authorities became vested in the Tararua District Council (NZ *Gazette* 1989 page 2351).

Appendix Four – Statutory Interpretation

Public Works Act 1981 (PWA) / Municipal Corporations Act 1954

We consider that the Property is not subject to section 40 of the PWA. There is no evidence we have found or that is contained in the information provided by Council to suggest that the Property was acquired for or ever used for a public work.

Dannevirke Borough Council purchased the Property in 1935. There is no indication on the transfer instrument (Transfer 63450) that Dannevirke Borough Council acquired the Property for the purpose of a “public work” or “local work” under the Public Works Act 1928. Nor have Council officers provided any archive evidence about the circumstances of the 1935 purchase and the use of the Property that suggests any public or local works took place before the construction of the Rural Bus Depot.

Based on the information provided by the Council, Dannevirke Borough Council constructed the Rural Bus Depot as and for a “transport station” acting pursuant to section 177(c) of the Municipal Corporations Act 1954.

Parking Places and Transport Stations

177. (1) The Council may provide parking places and transport stations as defined in subsection nine of this section, and for that purpose may—
- (a) Take, purchase, or otherwise acquire any land or buildings in or near to the district:
 - (b) Utilize any land or buildings that may lawfully be appropriated for the purpose:
 - (c) Take all such steps as the Council thinks necessary to adapt for use as a parking place or transport station any land or building that it may acquire or utilize under this section:
 - (d) Authorize the use as a parking place or transport station of any part of a street:
 - (e) Appoint any place or any street or any specified part of any place or street as a transport station for the exclusive use of vehicles engaged in any passenger service or goods service or any other transport service.
- Provision of parking places and transport stations.
1938, No. 3, s. 33
1953, No. 92, s. 31

A “Transport station” was defined in section 177(9) as “*a place where transport service vehicles, or any class of transport service vehicles, may wait between trips*”.

Section 177(8) authorised the Council to let or lease land in accordance with Part XIII of the Act to any person for use as a transport station. Section 152 (in Part VIII) set out the extent of a Council’s leasing powers.

We note the terms and conditions of the tender for the lease of the Property (included at Appendix Two) were made in accordance with section 153 of the Municipal Corporations Act 1954. Clause 6 of the terms and conditions provided:

6. If the Corporation's acceptance of the purchaser's tender shall not be withdrawn as hereinbefore provided the Corporation shall forthwith and with all reasonable despatch proceed to erect buildings on the said land and otherwise adapt the same for use as a transport station in accordance with plans and specifications which have been prepared by the Borough Engineer and deposited for public inspection at the Borough Office, Dannevirke, and the term of the Lease shall commence on a date to be fixed by the Corporation being not more than 28 days after the date of completion of the works referred to in the said plans and specifications.

A letter from Adam Appleton to Council in September 2002 states:

We wish to bring your attention to the fact that the Rural Bus Depot was purpose built as a rural distribution centre that benefits both town and country residents and local business.

We also understand from information available [online](#) that Adam Appleton had been a rural delivery driver until he retired in 2022.

Aerial imagery (Retrolens) does not suggest that there was any development on the Property before the Rural Bus Depot. The images from 1962 and 1964 indicate there were no improvements on the Property. The current building is shown in the 1974 image. We have indicated the location of the Property on each image below in red.



1962



1966



1974



Report

Date : 19 June 2025

To : Mayor and Councillors
Tararua District Council

From : Sarah Walshe
Finance Manager

Subject : **Adoption of Annual Plan 2025-26 and Schedule of Fees and Charges**

Item No : **10.2**

1. Recommendation

- 1.1 *That the report from the Finance Manager dated 11 June 2025 concerning the Adoption of Annual Plan 2025-26 and Schedule of Fees and Charges be received.*
- 1.2 *That in accordance with Section 95 of the Local Government Act 2002, the Tararua District Council adopts the Annual Plan 2025-26 and the Schedule of Fees and Charges for the 2025-26 financial year.*
- 1.3 *That the Chief Executive be authorised to approve any final edits required to the Annual Plan required to finalise the documents.*

2. Reason for the Report

- 2.1 To adopt the Annual Plan 2025-26, being year two of the 2024-34 Long Term Plan and the Schedule of Fees and Charges required by Section 95 of the Local Government Act 2002.
- 2.2 To confirm the final average rates increase for the 2025-26 year of 7.29%.

3. Background

- 3.1 Council must prepare an Annual Plan for each financial year as required by Section 95 of the Local Government Act 2002.

- 3.2 The Annual Plan is defined by Sections 95(5) and (6) of the Local Government Act and requires that Council present an account of significant changes from the Long Term Plan for the year in which the Annual Plan is being developed and include all relevant financial and funding impact statements for the year in which the Annual Plan is being prepared.
- 3.3 Council held a series of workshops from December 2024 to March 2025 to discuss the service levels, capital programme, fees and charges, activity expenditure and rates requirement for the Draft Annual Plan 2025/2026.

4. Consultation with the Community

- 4.1 Council proposed an overall rates increase of 7.71% which is significantly lower than the increase proposed in the Long Term Plan. Of this increase, 3.23% relates to all activities other than water services, and the remaining 4.48% is for water, wastewater, and stormwater activities. Council has gone back to basics and has reduced costs to include only essential works. To achieve, projects have been reassessed, reforecast or deferred if appropriate. A deferral of the operational costs for the New Pahiatua Pool from year 2 to year 3, due to external funding still being sourced. It is anticipated that the new pool will not be operational in the 2025/2026 year.
- 4.2 This year, only partial funding of depreciation is being undertaken, with the remaining portion deferred to future years of the Long-Term Plan. The significant increase in asset prices due to inflation necessitates spreading the cost and its recovery over a longer period.
- 4.3 Additionally, the Government has introduced a new method for funding asset renewals through debt that supports this approach. This is under their framework for the future delivery of water services, called Local Water Done Well (LWDW). This approach allows for the use of loans to finance all asset purchases (including renewals) without the need to recover depreciation costs through rates. This usually occurs at the same time as funding is also being recovered for debt repayment, a practice considered as “double dipping”.
- 4.4 Water service assets, including those for water, wastewater, and stormwater, have very long lifespans. Consequently, if the debt on these assets is repaid over a short period (e.g, ten years), there will be ample time during the remaining useful life (upwards of 100 years) to address future long-term replacement funding requirements after the debt has been repaid.
- 4.5 Council prepared a Consultation Document and supporting information to consult with the community on whether Council should rate an additional \$150,000 (resulting in an average increase of 0.40%) in rates for our footpaths. After the adoption of the 2024/2034 Long Term Plan Council received notification from NZTA Waka Kotahi that it had been unsuccessful in its funding request for its footpath’s maintenance and renewal programme.

- 4.6 Council also sought feedback from the Community on a proposal from Tararua Aquatic Community Trust to purchase a property to help address an ongoing issue of carparking.
- 4.7 The engagement channels that Council used for consultation were:
- Social Media channels
 - Council Website including “Your Say Tararua”
 - Bush Telegraph
 - Radio
 - Mock Rates Invoice
- 4.8 Council adopted the Consultation and Supporting Information for the Annual Plan 2025-26, being year two of the 2024/34 Long Term Plan on 9 April 2025.
- 4.9 The formal consultation period on the draft Annual Plan 2025-26 took place from 14 April 2025 to 15 May 2025.
- 4.10 A total of 45 formal submissions were received.
- 4.11 Of the 45 submissions, eight submitters asked to present their views to Council in person, with one submitter later withdrawing their request to speak.
- 4.12 The hearing was held on Wednesday 21 May 2025, and deliberations on matters raised through submissions was undertaken by the Council on Wednesday 4 June 2025.

5. Significance Assessment

- 5.1 The determination for the Annual Plan submissions does not trigger Council’s Significance and Engagement policy.
- 5.2 However, it should be noted that any changes of significance would require consideration in accordance with the Policy.

6. Key changes from Annual Plan Deliberations

- 6.1 Officers have updated the Cyclone Gabrielle Roding project to align to budget approved by NZTA Waka Kotahi. This budget was increased from \$8.6m at a FAR rate of 93% to \$12m at a confirmed bespoke FAR rate of 97.5%. This change resulted in a slight rates reduction of \$6,000 due to Council’s funding for this emergency works budget being funded from existing reserves.
- 6.2 Officers have made a reduction in the personnel budgets of \$150,000 to reflect savings that have been incurred as a result of vacancies and integration of services.

6.3 Officers have revisited our capital expenditure program with the completion of Council 2024/2025 programme nearing and prioritised the following projects by delaying the work that require further scoping, and projects where operational savings will be recognised in future year.

6.3.1 Wastewater

- District Wastewater Generators & Emergency – deferred
- District Wastewater SCADA – increased to allow the project to continue on a plant-by-plant basis
- District Wastewater Sludge Disposal Facility – reduced to reflect costs for a feasibility study
- Pahiatua Wastewater Aerator – new project to purchase aerator as the trial has proven successful and that we can reduce from 4 aerators down to 1, resulting in operational savings.

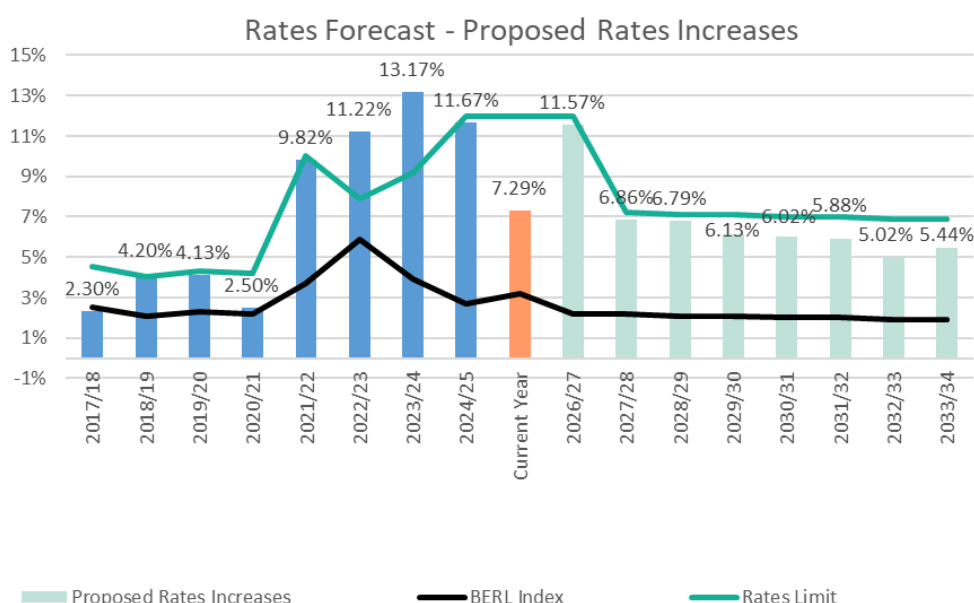
6.3.2 Water

- Dannevirke Water Intake Flow Meter – reduction to budget to reflect more appropriate costs
- Woodville Water Alternate Water Source Resource Consent – deferred, prioritisation on Woodville Reservoir Renewal and project rescoping required
- District Water SCADA – increased to allow the project to continue on a plant-by-plant basis

7. Financial Strategy Key Issues

7.1 The 2024/2034 Financial Strategy set Council's planned approach to financial management over the next 10 years, as part of this strategy Council identified five strategies it would follow to enable to financial management required for the LTP. Response to these how these strategies are being followed in year 2 of the LTP are as follows:

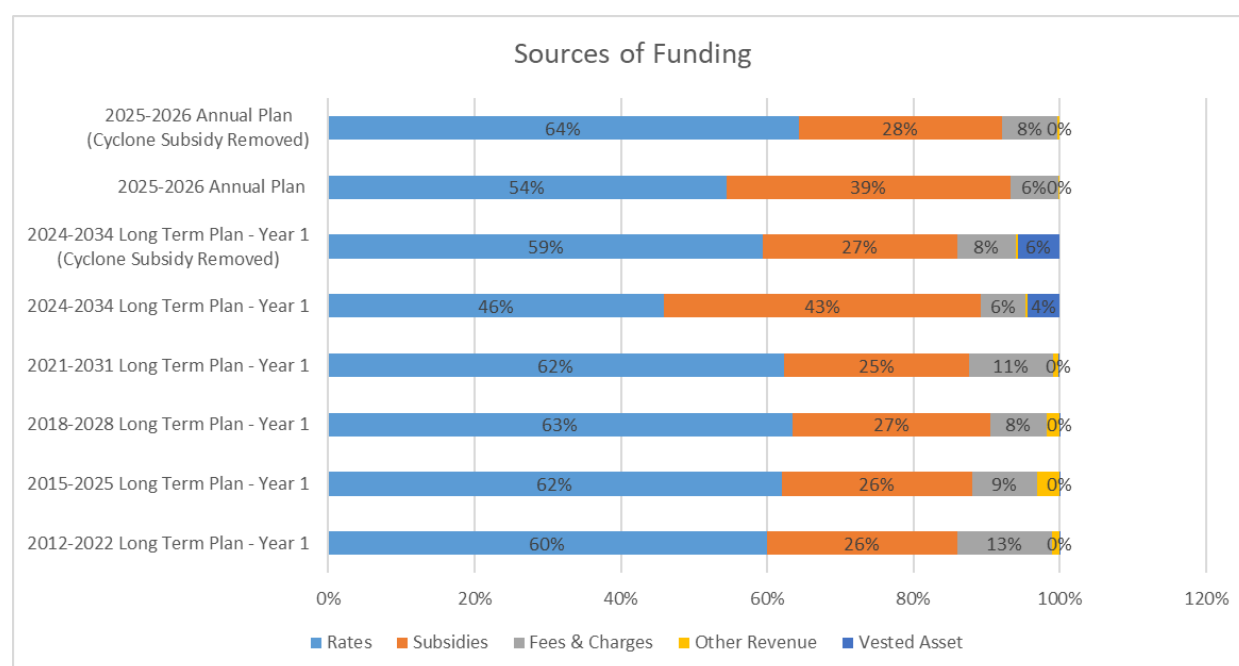
7.1.1 **Rates Limit:** Council agreed to increase the rates limits to a level that would all Council to service the increased debt levels, fund the operational cost increase resulting from investment in infrastructure and growth projects and increase cost to meet service levels. Rates limit for year 2 was set at <12%, with a proposed increase of 11.79%, the proposed rates increase for this annual plan is 7.29%.



7.1.2 Dedicated Debt Repayment: Council agreed to continue with the dedicated debt repayment programme that was implemented in the 2021/2031 LTP, the proposed rates increase includes an additional 2% of debt repayment.

7.1.3 Borrowing Limits: Council agreed to increase Council's borrowing limits within the LTP, for the proposed Annual Plan Council is within these limits.

7.1.4 Revenue Sources: Council agreed to continue its strategy of finding alternative sources of revenue to maximise external funding where possible. The table below shows the mix of Council's funding sources:



- 7.1.5 **Balanced Budget:** Council agreed that it would meet the s100 Local Government Act (LGA) balanced budget requirement. In this annual plan Council has meet this requirement of being >100% at 118.58%.

8. Key changes between the Annual Plan and the Long Term Plan

8.1 Rates Distribution

- 8.1.1 Officers have prepared a rates analysis to show the comparison between the impact of the rates increase on the different sectors between the current year and the final annual plan. This shows the impacts of the increases in the activities of Water and Wastewater that primarily effects urban properties.

As explained in the Annual Plan deliberations report the below table shows a different rates percentage change (rates increase is 7.29% this table is showing 7.1%) this is because the rates analysis completed looks at the impact on individual assessments from the current year to that in the annual plan. Some of these assessments have had a change in the attributes to its rating unit, e.g. this could be from property amalgamation, subdivisions, or services now connected that hadn't had connections before.

What this means is that the rating model is recalculation what the 2024/2025 rates would have been for that property if it had been exactly as it is reflected in the rating database now and then compares to what that property would pay for 2025/2026.

	Annual Plan			Current Year	
	Total Rates	% increase	% of Total Rates	Total Rates	% of Total Rates
Rural	22,722,033	6.40%	49.55%	21,353,648	49.86%
Urban	20,010,104	8.70%	43.64%	18,414,350	42.99%
Commercial	3,120,606	1.90%	6.81%	3,061,268	7.15%
Total	45,852,743	7.10%		42,829,267	

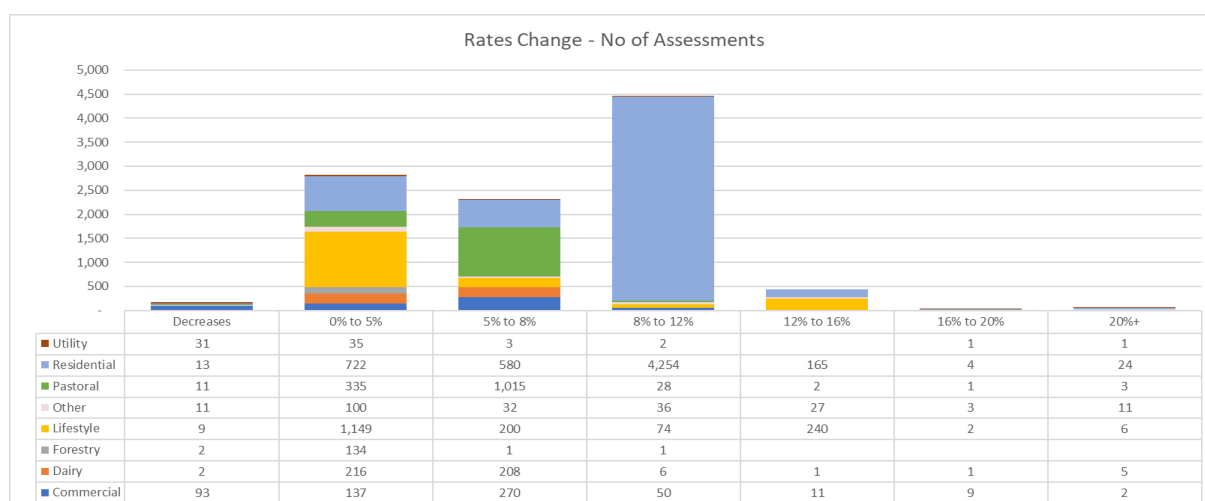
8.1.2 UAGC and Rates Cap

	2026 Plan	2025 Actual
UAGC	\$ 676.36	\$ 633.65
Rates Cap	25.26%	26.04%

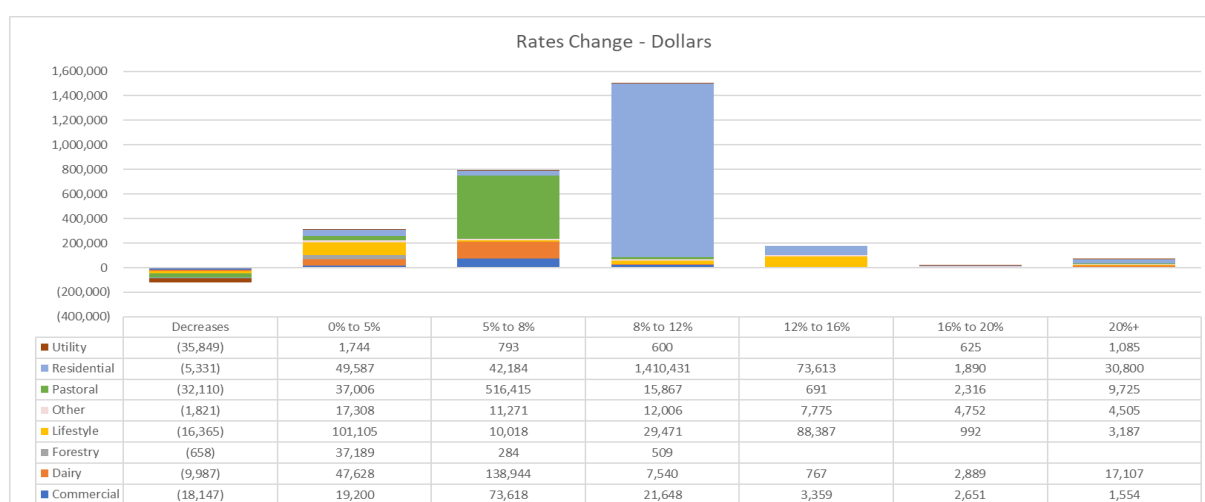
8.2 Sector Breakdown

Band	No	Proposed	This Year	Change \$	Ave \$ Change
Commercial	655	2,595,511	2,482,947	112,564	172
Dairy	807	4,313,230	4,080,950	232,281	288
Forestry	326	1,245,663	1,207,746	37,917	116
Lifestyle	1,832	3,768,626	3,533,074	235,552	129
Other	567	1,100,058	1,032,504	67,554	119
Pastoral	2,418	10,923,781	10,307,196	616,586	255
Residential	5,979	21,191,143	19,553,912	1,637,232	274
Utility	117	555,111	601,336	(46,225)	(395)
(blank)	274	159,619	29,603	130,016	475
Grand Total	12,975	45,852,743	42,829,267	3,023,476	233

8.3 Rates change distribution in %



8.4 Rates change distribution in dollars



8.5 Debt Repayment

8.5.1 As noted in paragraph 7.1.2 above

8.6 Capital Programme

- 8.6.1 Total capital expenditure is \$50 million compared to \$52 million in Year 2 of the LTP. Below is the summary of the capital projects by Group of Activities.

	Long Term Plan Year 2 2025/2026 \$000's	Annual Plan 2025/2026 \$000's	Variance \$000's
Summary of Capital Projects by Group of Activities			
Community & Economic Development	58	-	(58)
Community Facilities & Services	3,561	3,709	148
District	3,104	2,342	(762)
Environmental Management	390	865	475
Governance & Community Engagement	-	-	-
Regulatory Compliance	-	-	-
Stormwater Drainage	595	595	-
Transportation	25,418	24,464	(954)
Wastewater	10,749	9,155	(1,594)
Water Supplies	8,506	8,765	259
TOTAL	52,379	49,895	(2,485)

8.7 Grants and Subsidies

- 8.7.1 Grants and subsidies revenue has decreased from year 2 of the LTP by \$649,000 in this annual plan. This comprises mainly a reduction in subsidy to be received from Cyclone Gabrielle Recovery project (\$1.3m) in the roading activity as a result in the decrease in this project's requirements after the completion of works scheduled in 2024/2025.

8.8 Operational Costs

- 8.8.1 This has increased by \$183,000 from Year 2 in the LTP and by \$286,000 from the current year (2024/2025). This increase is driven by inflation increase which is pushing up the price of goods and services, disruptions in the supply chain, increases in insurance costs and the ongoing increase in compliance and regulations that Local Government must comply with.

8.9 Funding of Depreciation Costs

- 8.9.1 Depreciation costs have decreased from year 2 budgets by \$855,000 and increased from current year budgets by \$91,000. This decrease is made up of two items, a decrease in depreciation costs – these are calculated as part of annual revaluations of Council's infrastructure assets, this helps us determine the correct level of depreciation we are required to rate for to ensure reserve balances are maintained at an appropriate level to allow for assets to be renewed when they reach the end of their useful life. The second part of this reduction is that in this

Annual Plan Council has deferred the “catch up” of un-funding of depreciation from year 1 of the LTP. Council has deferred this “catch up” for Community Buildings, Stormwater, Wastewater and Water activities. With land rationalisation project underway, Council has elected to fund an appropriate amount of depreciation to allow for the budgeted renewal programme. This is to ensure Council isn’t rating to build up a reserve where Council may no longer hold onto all the currently owned community buildings.

8.9.2 Changes in the funding of depreciation from year 2 of the LTP are as follows:

Activity	\$ Change
Community Buildings	(412,000)
Stormwater	(157,000)
Wastewater	(421,000)
Water	141,000
Total	(849,000)

8.10 Personnel cost

8.10.1 Personnel cost has increased by \$15,000 from year 2 budgets and from the previous year \$264,000. The increase is due to anticipated market movements and change in staff resources. There is an increase of \$129,000 or 4.9% on the prior year plus in-housing of waste management services of \$135,000 or 5.1% on the prior year. Note this budget has decreased by \$150,000 post consultation, total increase from the previous year was \$414,000.










8.11 Finance cost

8.11.1 Finance cost has decreased by \$435,000 from year 2 budgets and decreased by \$78,000 compared to current year. The decrease is due to change in interest rates from 4.71% to 4.2%.

9. Financial Strategy Limits and Revenue and Financing Compliance

9.1 Financial Prudence Benchmarks

9.1.1 The table below displays Council’s planned limit as per the Annual Plan 2025/2026 against its Quantified Maximum limits set in the Financial Strategy.

	Quantified Maximum Limit	Planned Limit	Met
Rates affordability benchmark			
Increases in accordance with financial strategy	12%	8.61%	
Actual Increases	11.79%	7.29%	
Debt Affordability			
Net Debt as a percentage of total revenue	175%	128.11%	
Net interest as a percentage of total revenue	10%	4.40%	
Net interest as a percentage of annual rates income (debt secured under debenture)	15%	8.01%	
Liquidity (External term debt + committed loan facilities + available liquid investments to existing external debt)	>110%	112.30%	
Balanced Budget Benchmark	>100%	118.58%	
Essential Services Benchmark	>100%	278%	
Debt Servicing Benchmark	<10%	4.44%	

9.1.2 Council complies with the rates limits set in the Financial Strategy.

9.1.3 Council complies with all the debt limits set in the Financial Strategy. The debt limit with the least headroom is liquidity. However, this was expected in the Financial Strategy. If an unplanned event occurred (such as a major earthquake) Council has options to increase its liquidity either through a larger standby loan facility, or re-prioritising planned projects if required.

9.2 Council has also set lower benchmark limits than LGFA (Local Government Funding Agency) covenants. The LGFA limit for net debt as a percentage of total revenue is <175% compared to Council's limit of <175%. This allows for future headroom and ensures the cost of debt is maintained at an affordable level to ratepayers.

9.3 See the discussion on the Balanced Budget benchmark in section 11.

10. Revenue and Financing Policy

10.1 Council has set funding limits by way of the Revenue and Financing Policy in the 2024/2034 Long Term Plan. Where Council does not comply with these limits, it must formally approve those that fall outside the policy limits. Below is the table of the those that fall outside of the rates policy limits

Revenue & Financing Policy

	Policy Maximum	Actual
Thriving District		
Community & Economic Development		
Community Development	100.00%	96.57% ✓
Economic Development	100.00%	99.52% ✓
Improving Our Environment		
Environmental Management		
District Planning	70.00%	60.40% ✓
Emergency Management	100.00%	100.00% ✓
Waste Management	60.00%	60.00% ✓
Recycling	100.00%	100.00% ✓
Refuse	0.00%	0.00%
Transfer Station	100.00%	38.28% ✓
Stormwater	100.00%	99.80% ✓
Wastewater	100.00%	91.22% ✓
Water Supplies	80.00%	77.73% ✓
Connected Communities		
Community Facilities & Services		
Animal Management	15.00%	19.65% ✗
Cemeteries	70.00%	74.65% ✗
Community Buildings	95.00%	96.05% !
Libraries	100.00%	99.15% ✓
Parks and Reserves	95.00%	91.33% ✓
Pensioner Housing	0.00%	0.00% ✓
Public Conveniences	100.00%	100.00% ✓
Swimming Pools	100.00%	100.00% ✓
Regulatory Compliance		
Building Compliance	60.00%	57.69% ✓
Compliance & Monitoring	90.00%	83.63% ✓
Transportation		
Footpaths	55.00%	79.02% ✗
Footpaths	55.00%	7.05% ✓
Town Centre Refurbishments	100.00%	100.00% ✓
Roading	40.00%	49.81% ✗
Interactive Council		
Governance & Community Engagement		
Communication	100.00%	100.00% ✓
Customer Services	100.00%	100.00% ✓
Democracy	100.00%	96.18% ✓
District & Treasury		
District & Treasury	100.00%	96.10% ✓

Note: Total revenue excludes capital subsidies

10.2 Five activities are not currently compliant with the funding splits:

- **Roading** – Cyclone recovery funding and increasing depreciation funding has meant Council funding splits are non-compliant. Council has increased its depreciation funding in the later years of the LTP to build up its reserves by an additional \$10.5m by year 10 of this LTP. This ensures that Council's depreciation reserves can fund its share of any unbudgeted climate related events that cause significant damage to our roading network.
- **Footpaths** – as signalled in the LTP (as with Roothing), in later years of this LTP, depreciation funding is increased in anticipation of growth and cost escalation. The reserves will increase by an additional \$2m by year 10 of this LTP.
- **Community Buildings** - In the LTP we have proposed a funding split range of 85%-95% for rates. This is our desired funding approach. However, as planned we were compliant only in year one. The non-compliance in years 2 onwards is minor. We are doing the rationalisation of our community assets which will help bring us back in line with our desired funding splits for this activity
- **Animal Management** – the team have worked hard to bring this activity to within an 80 / 20 split which is in line with other Councils. To bring this activity into an 85 / 15 split would mean Council would need to increase its fees and charges by \$50,000. We are not recommending any change at this time. We will continue to monitor the activity's performance over the next twelve months.
- **Cemeteries** – An increase in maintenance costs with tree removal work particularly that is required has meant this activity is outside of the funding split. If these costs continue to increase in subsequent years it will mean that either the fees and charges needs to be reassessed in more detail or the policy limits will need to be reassessed in light of the future maintenance requirements for tree removal.

11. Balanced Budget Requirement

- 11.1 Section 100(2) of the LGA allows for Council to set projected operating revenue at a different level from operating expenses if the local authority resolves that it is financially prudent to do so.
- 11.2 Council is required to take into account achieving and maintaining level of service provision, maintenance of assets and facilities and the equitable allocation of funding the provision and maintenance of assets and facilities, when setting an unbalanced budget.
- 11.3 Council has met the balanced budget requirement.

12. Significance Assessment

- 12.1 The proposed changes recommended triggered the Council's Significance and Engagement Policy under the criteria: "The degree to which the issue / decision has a new financial impact on Council or the rating levels of its communities"
- 12.2 Council consulted with the community on the proposed rates increase detailing the underlying drivers as per Section 4 of this report.

13. Conclusion

- 13.1 The Annual Plan including the Fees and Charges Schedule for the Annual Plan 2025/26 are recommended to the Council for adoption.

Attachments

Nil.



Report

Date : 19 June 2025

To : Mayor and Councillors
Tararua District Council

From : Eleanor Roberts
Revenue Manager

Subject : **Rates Resolution for 2025-26 Financial Year**

Item No : **10.3**

1. Recommendation

1.1 *That the report from the Revenue Manager dated 11 June 2025 concerning the Rates Resolution for 2025-26 Financial Year be received.*

1.2 ***Setting the Rates for the 2025-26 Financial Year***

That the Tararua District Council resolves to set the rates under Section 23 of the Local Government (Rating) Act 2002, the due dates for payment under Section 24 of the Local Government (Rating) Act 2002 and authorise the addition of penalties for unpaid rates under Section 57 of the Local Government (Rating) Act 2002 for the year commencing on 1 July 2025 and ending on 30 June 2026 as follows:

Please note:

- *All references to sections are to sections of the Local Government (Rating) Act 2002.*
- *All amounts stated are GST inclusive.*

1.3 ***General Rate***

Pursuant to Section 13(2)(a), a general rate of \$0.00202642 per dollar of land value per rating unit in the district.

1.4 ***Uniform Annual General Charge***

Pursuant to Section 15(1)(a), a uniform annual general charge as a fixed amount

of \$676.36 per rating unit in the district.

1.5 Libraries Targeted Rate

Pursuant to Sections 16(3)(a) and 16(4)(a), a targeted rate as a fixed amount of \$221.50 per rating unit in the district.

1.6 Swimming Pools Targeted Rate

Pursuant to Sections 16(3)(a) and 16(4)(a), a targeted rate as a fixed amount of \$131.29 per rating unit in the district.

1.7 Specified Services Targeted Rate - Urban

Pursuant to Sections 16(3)(b) and 16(4)(a), a targeted rate as a rate in the dollar of land value for all rating units in the urban category of \$0.00004822 per dollar of land value.

1.8 Specified Services Targeted Rate – Industrial/Commercial – Rural

Pursuant to Sections 16(3)(b) and 16(4)(a), a targeted rate as a rate in the dollar of land value for all rating units in the industrial/commercial rural category of \$0.00072271 per dollar of capital value.

1.9 Specified Services Targeted Rate – Industrial/Commercial – Urban

Pursuant to Sections 16(3)(b) and 16(4)(a), a targeted rate as a rate in the dollar of capital value for all rating units in the industrial/commercial urban category of \$0.00095328 per dollar of capital value.

1.10 Recycling Targeted Differential Rate

Pursuant to Sections 16(3)(a) and 16(4)(b), a targeted rate, set on all rating units in the district on a differential basis as an amount per rating unit for the different categories of land as follows:

<i>Rural rating units</i>	<i>\$ 57.89</i>
<i>Urban rating units</i>	<i>\$187.61</i>
<i>Industrial/Commercial rating units</i>	<i>\$277.60</i>

1.11 Kerbside Recycling Targeted Differential Rate

Pursuant to Sections 16(3)(b) and 16(4)(b), a targeted rate, for the different categories of land as follows:

Urban rating units – an amount of \$86.47 per separately used or inhabitable part of a rating unit for urban rating units where the kerbside collection service is available.

Industrial/Commercial rating units – an amount of \$86.47 per separately

used or inhabitable part of a rating unit for Industrial/Commercial rating units where the kerbside collection service is available.

1.12 *Roading Rate - District-wide*

Pursuant to Sections 16(3)(a) and 16(4)(a), a targeted rate as a uniform rate in the dollar of \$0.00087116 per dollar of land value per rating unit in the district.

1.13 *Roading Rate – Fixed Rate Differential*

Pursuant to Sections 16(3)(a) and 16(4)(b), a targeted rate, set on all rating units in the district on a differential basis as an amount per rating unit for the different categories of rateable land as follows:

<i>Rural rating units</i>	<i>\$242.75</i>
<i>Urban rating units</i>	<i>\$ 36.41</i>
<i>Industrial/Commercial rating units</i>	<i>\$ 96.07</i>

1.14 *Roading Land Value Differential Rate*

Pursuant to Sections 16(3)(a) and 16(4)(b), a targeted rate, set on all rating units in the district on a differential basis as an amount per \$1,000 of land value for the different categories of land as follows:

<i>Dairy</i>	<i>\$0.40076493 per \$1,000 Land Value</i>
<i>Forestry</i>	<i>\$1.38455120 per \$1,000 Land Value</i>
<i>Farming (non-dairy)</i>	<i>\$0.14321570 per \$1,000 Land Value</i>
<i>Industrial</i>	<i>\$0.69635894 per \$1,000 Land Value</i>
<i>Commercial</i>	<i>\$0.31611031 per \$1,000 Land Value</i>
<i>Residential</i>	<i>\$0.01991873 per \$1,000 Land Value</i>
<i>Lifestyle</i>	<i>\$0.04680902 per \$1,000 Land Value</i>
<i>Other</i>	<i>\$0.62265963 per \$1,000 Land Value</i>
<i>Mining</i>	<i>\$1.47916518 per \$1,000 Land Value</i>

1.15 *Dannevirke Town Centre Refurbishment Rate*

Pursuant to Sections 16(3)(b) and 16(4)(a), a targeted rate, set of a fixed amount of \$2.39 per rating unit on every rating unit in the district where a Lump Sum Contribution has not been elected under Part 4A comprising Sections 117A to 117N and Schedule 3A and paid in full.

- 1.16 **District Town Centre Refurbishment Rate**
Pursuant to Sections 16(3)(a) and 16(4)(a), a targeted rate, set of a fixed amount of \$59.42 per rating unit on every rating unit in the district.
- 1.17 **Water Supply Targeted Rate**
Pursuant to Sections 16(3)(b) and 16(4)(b), a targeted rate set differently as follows:
- *An amount of \$1,071.56 per separately used or inhabitable part of a rating unit which is connected to a Council operated water supply and which is not metered and charged on a volumetric basis.*
 - *An amount of \$535.78 on every rating unit where an ordinary supply is available but is not connected, and which is not metered and charged on a volumetric basis.*
- 1.18 **Volumetric Water Charges - Metered Rate**
Rates for metered supply pursuant to Sections 16(3)(b) and Sections 16(4)(a), and 19(2)(b) as follows:
All rating units that are metered and charged for volumetric supply
- *A targeted rate charged quarterly of \$267.89 per rating unit*
- All extraordinary users*
For supply in excess of 80 cubic metres supplied during each consecutive three month period per separately used or inhabitable part of a rating unit a volumetric rate of \$5.00 per m3.
- All large volume users*
For supply of more than 2,000 cubic metres per quarter per separately used or inhabitable part of a rating unit a volumetric rate of \$2.60 per m3.
- 1.19 **Pongaroa Water Rate**
Pursuant to Section 19(2)(a), a targeted rate as an amount of \$142.09 per unit of water supplied from the Pongaroa Rural Water Supply.
- 1.20 **Wastewater Targeted Rate (excluding educational establishments, multiple unit residential properties and properties charged trade waste fees)**
Pursuant to Sections 16(3)(b) and 16(4)(b), a targeted rate, set on a differential basis for wastewater as follows:
- *An amount of \$1,057.12 per separately used or inhabited part of a rating unit connected to a Council operated wastewater system, and*
 - *An amount of \$528.56 on every rating unit where wastewater is available but is not connected.*
- 1.21 **Wastewater multiple use (pan charge rate) - excluding educational**

establishments and multi-use residential properties

- ***On every connected rating unit with 4 or more water closets/urinals (except for educational establishments and multi-use residential properties), an amount of \$352.34 for each water closet or urinal excluding the first 3, and excluding any in addition to 12.***
- ***Note: A rating unit used primarily as a residence for one household will be treated as having only one water closet/urinal.***

1.22 Wastewater Rate - educational establishments and multi-unit residential properties

Pursuant to Sections 16(3)(b) and 16(4)(a), for educational establishments and multi-unit residential properties a targeted uniform rate of \$1,057.12 on each water closet/urinal connected to the urban wastewater system.

Educational establishments are as defined under Schedule 1, Clause 6 of the Local Government (Rating) Act 2002.

1.23 Urban Stormwater Targeted Rate

Pursuant to Sections 16(3)(b) and 16(4)(a), a targeted uniform rate of \$228.69 per rating unit on every rating unit in the Tararua District stormwater drainage area.

1.24 Due Date for Payment of Rates

All rates (except metered water rates) for the year ending on 30 June 2026 will be assessed in four equal instalments, which will become due and payable on the following due dates:

<i>Instalment</i>	<i>Due date</i>	<i>Instalment period</i>
<i>Instalment 1</i>	<i>31 August 2025</i>	<i>1 July 2025 to 30 September 2025</i>
<i>Instalment 2</i>	<i>30 November 2025</i>	<i>1 October 2025 to 31 December 2025</i>
<i>Instalment 3</i>	<i>28 February 2026</i>	<i>1 January 2026 to 31 March 2026</i>
<i>Instalment 4</i>	<i>31 May 2026</i>	<i>1 April 2026 to 30 June 2026</i>

Charges for metered water rates for the year ending on 30 June 2026 will be assessed in four instalments on meter readings, which will become due and payable on the following due dates:

<i>Instalment</i>	<i>Meters Read</i>	<i>Due date</i>
<i>Instalment 1</i>	<i>1 September 2025</i>	<i>20 October 2025</i>
<i>Instalment 2</i>	<i>1 December 2025</i>	<i>20 January 2026</i>

<i>Instalment 3</i>	<i>1 March 2026</i>	<i>20 April 2026</i>
<i>Instalment 4</i>	<i>1 June 2026</i>	<i>20 July 2026</i>

1.25 ***Penalties***

That Council resolves pursuant to Section 57 and Section 58 to authorise the following penalties to be added on unpaid rates:

For all rates other than water metered rates:

- a) A penalty under Section 58(1)(a) of 10 percent on so much of any instalment that has been assessed after 1 July 2025 and which is unpaid by the relevant due date stated in 1.24 for payment, to be applied on the relevant penalty date as follows:***

<i>Instalment Due Date</i>	<i>Rates Penalty Date</i>
<i>31 August 2025</i>	<i>2 September 2025</i>
<i>30 November 2025</i>	<i>2 December 2025</i>
<i>28 February 2026</i>	<i>3 March 2026</i>
<i>31 May 2026</i>	<i>2 June 2026</i>

- b) A penalty under Section 58(1)(b) of 10 percent on so much of any rates assessed before 1 July 2025 which remain unpaid on 8 July 2025 (Arrears penalty). The penalty will be added on 11 July 2025.***
- c) A penalty under Section 58(1)(c) of 10 percent on so much of any rates to which a penalty has been added under (b) above which remain unpaid on 8 January 2026 (Arrears penalty). The penalty will be added on 12 January 2026.***

For water metered rates

- d) A penalty under Section 58(1)(a) of 10 percent on so much of any water metered rates that remain unpaid after the due date for the relevant instalment stated in 1.24.***

The scheduled dates to add the penalties to the unpaid water metered rates are as at the following dates:

<i>Instalment Due Date</i>	<i>Water Metered Penalty Date</i>
<i>20 October 2025</i>	<i>22 October 2025</i>
<i>20 January 2026</i>	<i>23 January 2026</i>
<i>20 April 2026</i>	<i>22 April 2026</i>
<i>20 July 2026</i>	<i>22 July 2026</i>

2. Reason for the Report

- 2.1 This report places before Council the necessary resolution to enable it to set the rates, due dates for payment and authorise the addition of penalties for the 2025-26 financial year.

3. Background

- 3.1 Following the adoption of the Annual Plan 2025-26, Council is now required to adopt the rates resolution for the 2025-26 financial year to fund Council activities for the year.

4. Discussion

- 4.1 The setting of the 2025-26 rates is consistent with the Revenue and Financing Policy adopted as part of the 2025-26, and the Funding Impact Statement adopted in the Annual Plan 2025-26.
- 4.2 The adoption of the rates resolution will enable Council to fund the activities as set out in the adopted Annual Plan 2025-26.
- 4.3 The Council considered community views during its engagement on the Annual Plan 2025-26, and the Council's deliberations following that engagement is reflected in the recommendations contained in this report. More information on the Council's deliberations can be found in the agenda and minutes for the Council meeting on 4 June 2025.
- 4.4 Given the earlier deliberations, the options for the Council in relation to the rate setting decision are necessarily limited to setting the rates as recommended, or not setting the rates as recommended. Setting the rates as proposed is consistent with the Council's decisions in the Annual Plan 2025-26. Not setting the rates as proposed would have the effect that the rates could not be assessed and invoiced in accordance with the timeframes indicated in this report, impose significant

administrative burden and cashflow constrains, impacting Council's ability to deliver on Year 2 outcomes.

5. Statutory Requirements

- 5.1 Under the Local Government (Rating) Act 2002, Council must set rates and due dates for payment of rates for any particular year by passing a resolution of Council.
- 5.2 This paper sets out the resolutions necessary to enable Council to set the rates under Section 23 of the Local Government (Rating) Act 2002, the due dates for payment under Section 24 of the Local Government (Rating) Act 2002 and authorise the addition of penalties for unpaid rates under Section 57 of the Local Government (Rating) Act 2002 for the year commencing on 1 July 2025 and ending on 30 June 2026.

6. Significance Assessment

- 6.1 The rates resolution is not significant in terms of Council's policy on significance and engagement policy and does not require the use of public consultation.

7. Conclusion

The Tararua District Council is required to set rates and due dates for any particular year by passing a resolution once it has adopted the Annual Plan. Adopting the recommendations outlined in this report will fulfil these requirements and meet Council's statutory obligations.

Attachments

Nil.



Report

Date : 16 June 2025

To : Mayor and Councillors
Tararua District Council

From : Allie Dunn
Manager - Democracy Services

Subject : **Election Campaigning - Protocols for Current Elected Members**

Item No : **10.4**

1. Recommendation

- 1.1 *That the report from the Manager - Democracy Services dated 16 June 2025 concerning the Election Campaigning - Protocols for Current Elected Members be received.*

2. Reason for the Report

- 2.1 To provide information for the Council on protocols for elected members seeking re-election.

3. Background

- 3.1 The local body elections will be held on 11 October 2025.
- 3.2 The period leading up to an election is a time of high interest from members of the public, media and candidates for the election, and there will be added scrutiny on current elected members that decide to seek-re-election.
- 3.3 There are protocols that exist to provide guidance to assist current elected members to balance their dual role as an elected member and as a candidate seeking election, and these are outlined in this report.
- 3.4 The “pre-election period” referred to in guidance refers to the three-month period leading up to election day, that is from 11 July 2025 to 11 October 2025. However, note that the protocols outlined in this report are applicable at all times.

4. Considerations

4.1 The following is a summary of the protocols that are discussed in more detail in this report:

- If you are standing for re-election, you must clearly and transparently differentiate between activities conducted as an incumbent elected member (e.g. business as usual activities) and activities conducted while campaigning for re-election.
- Resources owned by the Council and made available to you should only be used for Council purposes. The use of Council resources for election purposes is unacceptable. This includes Council-owned computers, mobile phones, social media channels, email addresses, publications, logo and branding, Council-taken photos.
- There can be no campaigning or electioneering in Council Chambers, in Council, Committee or Community Board meetings, or on Council premises (except for those venues available for public hire).
- Council-run social media accounts are considered Council resources and must remain politically neutral.

4.2 Continuation of Council Business

The normal business of Council continues during the pre-election period. Incumbents seeking re-election must balance and differentiate between these two roles.

Leading up to the election, the Mayor and Councillors continue to have the right and responsibility to govern and to make decisions. For Community Board members, they continue to have the responsibilities for their role of representation and advocacy and undertaking the roles delegated to them by the Council.

However, all elected members need to be mindful of the increased level of media and public scrutiny during this period and make a clear and transparent distinction between your activities as an elected member and your activities as a candidate.

4.3 Use of Council Resources

A local authority must not promote, nor be perceived to promote, the re-election prospects of a sitting member. The use of Council resources for re-election is unacceptable.

Council would be directly promoting an incumbent's re-election prospects if it allowed incumbent elected members to use Council resources explicitly for campaign purposes. This includes all Council communications facilities (such as

Council branding, stationery and postage, social media channels and communication devices).

To remove any perception that the Council is helping incumbents to promote their re-election prospects over other candidates, it is usual practice to restrict Council communications during the pre-election period to ensure regular columns in local media are limited to what is strictly necessary to communicate current Council business. Comments or quotations from the Mayor or Chairpersons may continue to be used in media releases setting out the Council's position on an issue (for example where a decision has been made at a Council or committee meeting) with officers commenting on or issuing media releases if necessary.

Your contact information currently published on the Council's website will still be available so your constituents can continue to contact you about Council business. However, for elected members that have a Council-supplied email address or mobile phone, these cannot be used for electioneering purposes. If you are contacted by someone on either of these channels, you must reply from your personal email address or your personal mobile phone. Care needs to be taken by councillors that claim the allowances for mobile phone or telephone/toll charges that any election/campaign related use is not being subsidised by the Council-paid allowance.

4.4 Social Media

Council's social media channels are Council resources and must remain politically neutral during the election. Elected members seeking re-election must not comment on, share or otherwise use Council social media channels for electioneering.

Council's social media channels will remain neutral at all times. Council will promote elections and the importance of voting but will not associate these posts with any candidates.

For the period leading up to the election:

- Council's social media channels cannot be used for electioneering by candidates or members of the public – these channels will be constantly monitored and strictly enforced
- Any post – positive or negative – made by any individual specifically relating to their own or someone else's nomination, intention to run for Council, or election campaign, will be removed
- Council's social media channels will remain neutral. Council will promote elections and the importance of voting but will not associate these posts with any candidates
- Council's social media channels will unlike / unfollow all candidate social media channels

- Candidates must not link their own social media channels (if they are used for campaigning purposes) to the Council’s social media channels.
- Remember that candidate social media channels must contain the appropriate authorisation – under section 113-115 of the Local Electoral Act 2001 all election advertising, using any media, including social media, must identify the person under whose authority they have been produced. This means each advertising item such as posters, adverts, signs, billboards, flyers, vehicle signage, websites, Facebook pages must include a statement saying that it is authorised by the candidate or agent e.g. “authorised by Jo Citizen, 20 Main Street, Tinseltown.” This authorisation must be clearly visible on any campaigning material including signs and billboards. It must be included on every item of campaigning material.
- Council’s social media posts and campaigning – how does it work?
 - No posting on Council pages / accounts
 - No comments / replies on Council pages
 - No mentions with a tag (e.g. @TararuaDistrictCouncil)
 - No picture tagging
 - No rating or reviewing Council pages or posts
 - YES – you can take a Council post and send to your audience with comments.
- Note it is illegal to post a photo of your completed voting paper on Facebook.

4.5 Availability of Information

Elected members will have access to the information they need to discharge their roles as incumbents and their Council contact information will still be publicly available. However, Council officers will not provide assistance with electioneering activities.

You will continue to be supported in your role as an incumbent elected member. However, information requests should be clearly related to Council business and not for re-election purposes.

Information requests for election purposes are welcome. However, these need to be made via the official channels for making requests for official information and will be responded to in accordance with the Local Government Official Information and Meetings Act 1987. The Tararua District Council is committed to promoting openness and transparency in its dealings and makes a large amount of information available through our website.

However, if you cannot find the information you want, please contact us by:

- Phoning our Customer Service Team: 06 374 4080 (north) or 06 376 0110 (south)

- Asking in person at our Customer Service Centres
- Emailing: info@tararua.govt.nz
- Posting your request to: Manager - Democracy Services, Tararua District Council, PO Box 115, Dannevirke 4942

Where the Council supplies information that is not already in the public domain to a candidate, the Council will consider the broader interest in this information alongside the requirement that Council resources are not used to give an electoral advantage to any candidate, and at its discretion will make this information available to all other candidates.

5. Conclusion

- 5.1 The purpose of this report is to provide guidance to any elected member contemplating seeking re-election, to ensure you are informed about the need to keep your business-as-usual role as an elected representative, separate from your additional role as a candidate seeking re-election.
- 5.2 For any elected member seeking re-election, it is the individual's responsibility to ensure that your behaviour falls within these guidelines.
- 5.3 If you are unsure as to whether a particular action or request is in breach of these protocols, you are encouraged to seek advice from the Electoral Officer (Warwick Lampp of electionz.com) or Deputy Electoral Officer (Allie Dunn, Tararua District Council via elections@tararua.govt.nz)

Attachments

Nil.



Report

Date : 18 June 2025

To : Mayor and Councillors
Tararua District Council

From : Allie Dunn
Manager - Democracy Services

Subject : **Requests for Information under the Local Government Official Information and Meetings Act 1987**

Item No : **10.5**

1. Recommendation

- 1.1 *That the report from the Manager - Democracy Services dated 11 June 2025 concerning the Requests for Information under the Local Government Official Information and Meetings Act 1987 be received.*

2. Reason for the Report

- 2.1 To provide information on the requests for information received under the Local Government Official Information and Meetings Act 1987.

3. Background

- 3.1 The Local Government Official Information and Meetings Act 1987 makes provision for public access to Council information.
- 3.2 The Act also details requirements for how Council must deal with any requests for access to information that it holds.
- 3.3 Each month a report is provided to Council on the requests received. This report details a list of requests received over the preceding month to date, timelines associated with the requests, and the subject matter of the requests.

4. Discussion

- 4.1 Following are tables that detail requests that were received from the start of the preceding two months up to the date of completing the report. Under the Privacy Act 2020, details and information relating to individuals have been withheld.

Resolved Requests

Received	Responded	# Days	Requester	Subject
4/04/2025	4/04/2025	0	Mackenzie District Council	User Pays Toilets
4/04/2025	1/05/2025	16	Innvex Limited	Landfill locations and status
4/04/2025	6/05/2025	19	Individual	Development of targeted rates
7/04/2025	9/04/2025	2	Individual	Information Request Data
11/04/2025	1/05/2025	11	Individual	Loan provided to Pukaha National Wildlife Centre dated 30 October 2021
13/04/2025	13/05/2025	18	Individual	Consents, communications and complaints re metal crushing operation at 67 Mangahao Road Pahiatua
16/04/2025	1/05/2025	8	Individual	Alphabetical Bias in Local Elections
17/04/2025	17/04/2025	0	Inland Revenue Department	Information on invoices raised by named person
29/04/2025	20/05/2025	15	HAIL Magazine Charitable Trust	Information on Mobility Parking Spaces
30/04/2025	28/05/2025	20	Rapidqs	Information on Mayors and Chief Executives expenses
3/05/2025	5/05/2025	0	Individual	Information on review of representation arrangements

Received	Responded	# Days	Requester	Subject
12/05/2025	10/06/2025	20	Individual	Relocation of Council Chambers and Office Space
12/05/2025	30/05/2025	14	Tomlinson and Curruthers	Date that Herbert Street Eketāhuna was formed and any related agreement with Kiwirail
13/05/2025	16/05/2025	3	Individual	Cost of capital works for fluoridation of Dannevirke Water Supply, ongoing costs, and supplier of HFA
13/05/2025	15/05/2025	2	Individual	Cost of removing Beech tree in the square of Pahiatua, name of arborist and cost of arborist
18/05/2025	19/05/2025	0	Individual	Information on peer review of specialist reports re Pahiatua Windfarm
20/05/2025	12/06/2025	16	Mahea NZ Ltd	Reasons for declining resource consent applications
20/05/2025	12/06/2025	16	Couch Harlowe Kovacevich	All information regard LT 464926
20/05/2025	22/05/2025	2	Individual	Further request for information on peer review of specialist reports re Pahiatua Windfarm
26/05/2025	26/05/2025	0	Individual	Assets, income, liabilities and expenses for year ended 30 June 2025
27/05/2025	3/06/2025	4	Wai Splash	Costings and estimates for 33 York Street Property
28/05/2025	30/05/2025	2	Tararua Community Law	Privacy Request - Disputed Rates Debt (2017-2024)

Received	Responded	# Days	Requester	Subject
28/05/2025	30/05/2025	2	Tararua Community Law	Privacy Request - Disputed Rates Debt (2017-2024)
29/05/2025	30/05/2025	1	Individual	TDC \$1m loan to Pukaha National Wildlife Centre
03/06/2025	4/06/2025	1	Individual	Request to speak in public forum re establishing community boards in Pahiatua and Woodville
05/06/2025	5/06/2025	0	Business Connect Support	Council fees 2025 for Food Business Registration and Alcohol Licensing
9/06/2025	16/06/2025	5	Tararua Community Law	Privacy Request - Disputed Rates Debt (2017-2024)
9/06/2025	16/06/2025	5	Tararua Community Law	Privacy Request - Disputed Rates Debt (2017-2024)
9/06/2025	16/06/2025	5	Tararua Community Law	Privacy Request - Disputed Rates Debt (2017-2024)
16/06/2025	16/06/2025	0	Stuff	TDC and Pūkaha Mount Bruce Trust/Pūkaha National Wildlife Centre information (Jan 2021-June 2024)
17/06/2025	18/06/2025	1	Physicians and Scientists for Global Responsibility	Gene Technology Bill

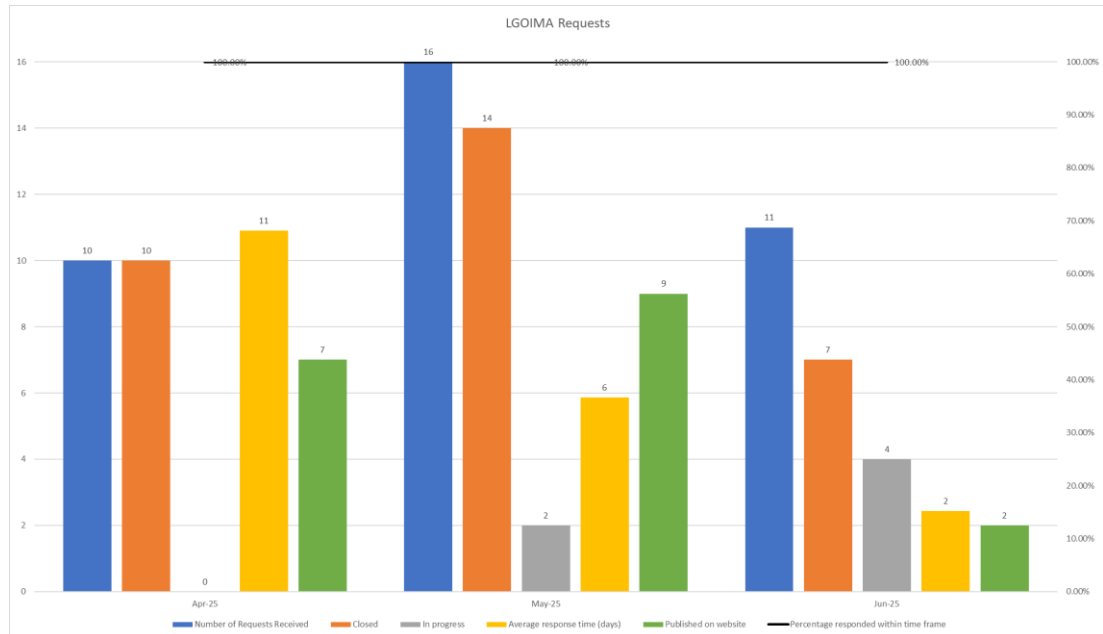
Requests pending response

There are currently six open requests pending response.

Received	Responded	# Days	Requester	Subject
26/05/2025			Individual	Total cost for Group Representatives to attend the Asset Management Excellence Awards in May 2025
30/05/2025			Individual	Birch North Forest
02/06/2025			Individual	A complete list of all roads within the jurisdiction of your agency, as a Road Controlling Authority (RCA)
04/06/2025			Taxpayers Union	Ratepayers Report 2023/2024 for financial year
08/06/2025			Individual	Water Testing
16/06/2025			Individual	Process for holding public meetings in the Tararua District

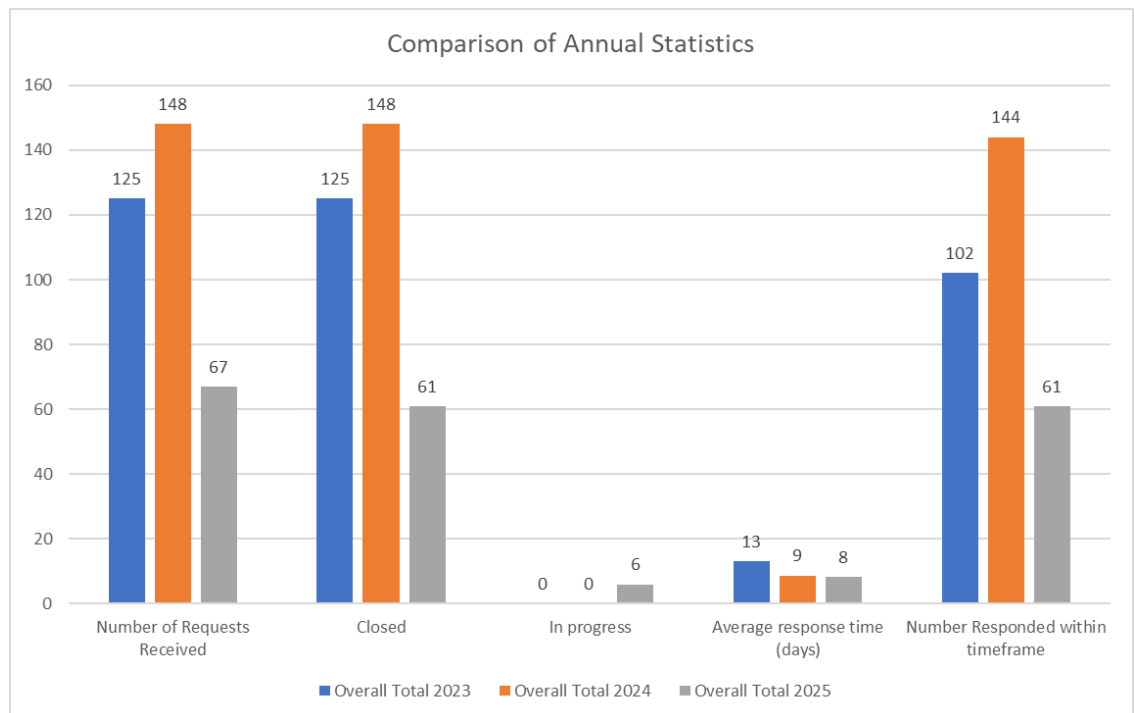
Status of Requests Received and Timelines for Response

The following graph provides a snapshot of the status of requests received and timelines for response, for the period covered by this report.



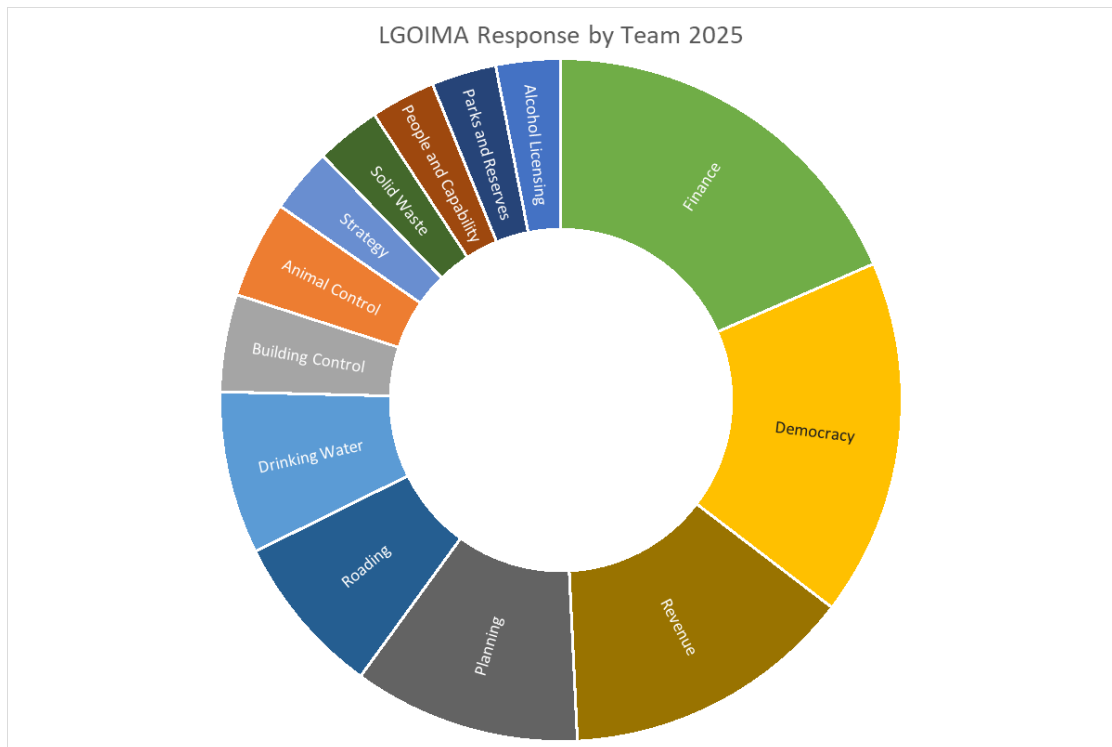
Statistics for Calendar Years 2023 and 2024 Comparative Data for 2025 to date

- 4.2 The following graph provides statistics relating to the requests for information processed during the year 1 January to date, compared against statistics for the previous two calendar years.



Assignment of LGOIMA Requests by Team

- 4.3 Each request for information is reviewed on receipt, and then assigned to the relevant team in Council to provide the information requested.
- 4.4 The following chart shows the spread of LGOIMA requests by the Activity the request relates to for the 2025 calendar year to date:



Proactive Release and Publishing of Local Government Official Information

- 4.5 Proactive publishing of official information is an opportunity for Council to increase the transparency and accountability of its operations. The Office of the Ombudsman strongly encourages Councils to engage in effective proactive release of official information, and proactive release is in line with the purpose of the Local Government Official Information and Meetings Act 1987, which requires that information shall be made available unless there is good reason to withhold it.
- 4.6 Many of the requests for information responded to by Council could have an element of public interest, which means it would be appropriate to publish the information via Council's website when the information is released. For example, where there is a level of interest in the information, such as numerous requests for similar or related information. Also, whether public interest considerations such as transparency and accountability would be served by publication of the information.
- 4.7 Processes for proactively releasing information include the redaction of any personally identifying information from the request prior to publication.

- 4.8 The template used for acknowledging receipt of LGOIMA requests includes advice for the requester that their request and the response would be published on Council's website, and that any personal identifying information would be redacted from both the request and the response to ensure compliance with the Privacy Act 2020.
- 4.9 The proactive release of LGOIMA requests started from 1 July 2024. The information released can be viewed on Council's website, from the following page:
<https://www.tararua.govt.nz/publications/information-requests-proactive-release>

Multiple Requests from Individual

- 4.10 In 2024 we started receiving multiple requests from one individual, which saw a rise in the amount of officer time that needed to be diverted from their day-to-day responsibilities, to providing answers to the questions being asked.
- 4.11 Over 2024, one individual was responsible for 22.45% of the total number of requests for information processed in 2024 (33 out of 147 requests for 2024).
- 4.12 The Office of the Ombudsman provides guidance on dealing with multiple requests for information from a single person, allowing officers to consider aggregating multiple requests, and dealing with these as if they were a single request for information. The guidance also includes processes for charging for the provision of the information being requested, in order to recoup a portion of the costs incurred by the Council in providing the information being sought.
- 4.13 Due to the number of requests being received, this process was followed and the requester advised accordingly.
- 4.14 In 2025, there have been five requests from this multiple requester to date.

5. Statutory Requirements

- 5.1 The statutory requirements associated with access to local authority information, and the procedures for dealing with requests received for information held by local authorities, is set out in Parts 1, 2, 3, 4, 5 and 6 of the Local Government Official Information and Meetings Act 1987.
- 5.2 There are also requirements within the Privacy Act 2020 and the Information Privacy Principles within that Act to comply with.
- 5.3 As part of the requirements for providing access to local authority information, the Act sets out timeframes for:
- Making a decision on whether to grant a request and communicate that decision;

- Making the requested information available, which can be at a later date, after the decision to grant has been made;
- Transferring all or part of a request to another agency;
- Extending timeframes for both transferring a request, and making a decision and communicating it.

5.4 The Office of the Ombudsman also publishes a Guide to assist local authorities in recognising and responding to requests for information. The processes outlined in this Guide are followed by officers in responding to requests.

6. Conclusion

6.1 This report presents data relating to requests for information under the Local Government Official Information and Meetings Act 1987 that have been received from 1 April 2025 to 18 June 2025.

Attachments

Nil.