SOUTH WAIRARAPA DISTRICT COUNCIL

Kia Reretahi Tātau

AGENDA

Ordinary Council Meeting

Thursday, 1 October 2026

I hereby give notice that an Ordinary Meeting of Council will be held on:

Date: **Thursday, 1 October 2026**

Time: **1:30 pm**

Location: **Supper Room, Waihinga Centre, Texas Street Martinborough**

Janice Smith

Chief Executive Officer

Order Of Business

1 Karakia Timatanga – Opening 4

2 Apologies 4

3 Conflicts of Interest 4

4 Acknowledgements and Tributes 4

5 Public Participation 4

6 Urgent Business 4

7 Confirmation of Minutes 5

7.1 Minutes of the Extraordinary Council Meeting held on 5 August 2026 5

7.2 Minutes of the Council Meeting held on 20 August 2026 9

8 Matters Arising from Previous Meetings 13

9 Decision Reports from Chief Executive and Staff 13

9.1 Martinborough Squash Club Lease 13

9.2 Private Plan Change Requests and the Status of the Proposed Wairarapa Combined District Plan 48

9.3 Withdrawal of Fault Hazard Area – 139, 155 and 157 Te Maire Road 53

9.4 Dog Control Policy and Practices 2025/2026 80

9.5 Adoption of South Wairarapa District Council's Formal Meeting Schedule 2027 91

10 Public Excluded Business 94

10.1 Public Excluded Minutes of the Council Meeting held on 20 August 2026 94

10.2 Waitī Waters Limited’s Terms of Accession to the Local Government Funding Agency 94

11 Karakia Whakamutunga – Closing 95

1 KARAKIA TIMATANGA – OPENING

Kia hora te marino
Kia whakapapa pounamu te moana
Hei huarahi mā tātou i te rangi nei
Aroha atu, aroha mai
Tātou i ā tātou katoa
Hui ē! Tāiki ē!

May peace be widespread
May the seas be like greenstone
A pathway for us all this day
Let us show respect for each other
For one another
Bind us all together!

2 APOLOGIES

3 CONFLICTS OF INTEREST

4 ACKNOWLEDGEMENTS AND TRIBUTES

5 PUBLIC PARTICIPATION

6 URGENT BUSINESS

7 CONFIRMATION OF MINUTES

7.1 MINUTES OF THE EXTRAORDINARY COUNCIL MEETING HELD ON 5 AUGUST 2026

Author: **Amy Andersen, Lead Advisor, Democracy and Committees**

Authoriser: **Janice Smith, Chief Executive Officer**

File Number: **N/A**

RECOMMENDATIONS

1. That the minutes of the Extraordinary Council meeting held on 5 August 2026 are confirmed as a true and correct record.

APPENDICES

Appendix 1 **Minutes of the Extraordinary Council Meeting held on 5 August 2026**

MINUTES OF SOUTH WAIRARAPA DISTRICT COUNCIL
EXTRAORDINARY COUNCIL MEETING
HELD AT THE SUPPER ROOM, WAIHINGA CENTRE, TEXAS STREET, MARTINBOROUGH
ON WEDNESDAY, 5 AUGUST 2026 AT 3:00 PM

PRESENT: Mayor Fran Wilde (Chair), Cr Martin Bosley, Cr Aidan Ellims, Cr Chris Archer, Cr Andrea Rutene, Cr Simone Baker, Cr Rachel Clarke, Cr Collier Isaacs, Cr Rupert Watson and Cr Rob Taylor.

IN ATTENDANCE: Janice Smith (Chief Executive Officer), Stefan Corbett (Group Manager, Corporate Services), James O'Connor (Group Manager, Infrastructure and Community Operations), Clare Barton (Group Manager, Planning and Regulatory), Charly Clarke (Chief Financial Officer), Alex Pigou (Manager, Communications) and Amy Andersen (Lead Advisor, Democracy and Committees).

CONDUCT OF BUSINESS: This meeting was held in the Supper Room, Waihinga Centre, Texas Street, Martinborough and via audio-visual conference. This meeting was live-streamed is available to view on our YouTube channel. The meeting was held in public under the above provisions from 3:00pm to 4:04pm except where expressly noted.

OPEN SECTION

1 KARAKIA TIMATANGA – OPENING

All in attendance opened the meeting.

2 APOLOGIES

There were no apologies.

3 CONFLICTS OF INTEREST

No interests were disclosed relating to items on the agenda or interests not already recorded on a relevant register.

4 ACKNOWLEDGEMENTS AND TRIBUTES

There were no acknowledgements and tributes.

5 URGENT BUSINESS

There was no urgent business.

6 DECISION REPORTS FROM CHIEF EXECUTIVE AND STAFF

6.1 LOCAL GOVERNMENT REFORM

Mayor Wilde expressed disappointment at the limited timeframe provided by central government to develop and submit the proposal, noting that it had not enabled comprehensive community

consultation. Mayor Wilde also acknowledged and thanked staff for the significant work undertaken in preparing the proposal.

Members debated the second decision and highlighted a range of considerations in support of both governance options.

RESOLUTION DC2026/51

Moved: Cr Taylor
Seconded: Cr Ellims

Council resolved to receive the report *Local Government Reform.*

CARRIED

RESOLUTION DC2026/52

Moved: Cr Archer
Seconded: Cr Ellims

First decision: Council resolved to agree to be part of a 'Head Start' proposal for Local Government Reform, noting that the proposed Back Stop process may not be in the best interests of the community.

CARRIED

RESOLUTION DC2026/53

Moved: Cr Ellims
Seconded: Cr Isaacs

Second Decision a: Agrees to submit a Wairarapa Unitary Council Head Start proposal (Appendix 1).

In Favour: Cr Ellims, Cr Bosely, Cr Clarke, Cr Baker.

Against: Mayor Wilde, Cr Archer, Cr Isaacs, Cr Taylor, Cr Watson and Cr Rutene.

LOST 4/6

Following the loss of the motion, the alternative proposal became the substantive motion.

Second Decision b: Agrees to submit a Wellington/Wairarapa Unitary Council Head Start proposal (Appendix 2).

In Favour: Mayor Wilde, Cr Archer, Cr Isaacs, Cr Taylor, Cr Watson and Cr Rutene.

Against: Cr Ellims, Cr Bosely, Cr Clarke, Cr Baker.

CARRIED 6/4

Noted: the third, fourth and fifth recommendations in the report became moot following the resolution to submit a Wellington/Wairarapa Unitary Council Head Start proposal.

RESOLUTION DC2026/54

Moved: Mayor Wilde
Seconded: Cr Taylor

Sixth Decision: Authorises the Chair of the Mayoral Forum to submit the Head Start Proposal to Government on behalf of the councils who have agreed to it by 9 August 2026.

In Favour: Mayor Wilde, Cr Archer, Cr Rutene, Cr Clarke, Cr Isaacs, Cr Watson and Cr Taylor

Against: Cr Bosley, Cr Ellims and Cr Baker.

CARRIED 7/3

RESOLUTION DC2026/55

Moved: Mayor Wilde
Seconded: Cr Taylor

Seventh Decision: Notes that Cabinet has indicated that it will decide on those Head Start proposals that it will accept before the national election in November 2026 and that, if a proposal is accepted, Government may seek modifications.

CARRIED

7 KARAKIA WHAKAMUTUNGA – CLOSING

All in attendance closed the meeting with a karakia.

The meeting closed at 4:04pm.

Confirmed as a true and correct record.

…….. (Mayor)

…….. (Date)

…….. (Chief Executive)

…….. (Date)

7.2 MINUTES OF THE COUNCIL MEETING HELD ON 20 AUGUST 2026

Author: **Amy Andersen, Lead Advisor, Democracy and Committees**

Authoriser: **Janice Smith, Chief Executive Officer**

File Number: **N/A**

RECOMMENDATIONS

1. That the minutes of the Council meeting held on 20 August 2026 are confirmed as a true and correct record.

APPENDICES

Appendix 1 **Minutes of the Council Meeting held on 20 August 2026**

MINUTES OF SOUTH WAIRARAPA DISTRICT COUNCIL
ORDINARY COUNCIL MEETING
HELD AT SUPPER ROOM, WAIHINGA CENTRE, TEXAS STREET, MARTINBOROUGH
ON THURSDAY, 20 AUGUST 2026 AT 1:30 PM

PRESENT: Mayor Fran Wilde (Chair), Cr Martin Bosley, Cr Aidan Ellims, Cr Chris Archer, Cr Andrea Rutene (from 1:35pm), Cr Simone Baker, Cr Rachel Clarke, Cr Collier Isaacs, Cr Rupert Watson, Cr Rob Taylor.

IN ATTENDANCE: Janice Smith (Chief Executive Officer), James O'Connor (Group Manager, Infrastructure and Community Operations), Charly Clarke (Chief Financial Officer), Mandy De Ritter (Lead Advisor, Resource Recovery & Waste), Dani Armstrong (Executive Assistant to CEO & Mayor) and Amy Andersen (Lead Advisor, Democracy and Committees).

PUBLIC FORUM: Garry Dittmer.

CONDUCT OF BUSINESS: This meeting was held in the Supper Room, Waihinga Centre, Texas Street, Martinborough and via audio-visual conference. This meeting was live-streamed is available to view on our YouTube channel. The meeting was held in public under the above provisions from 1:30pm to 2:00pm except where expressly noted.

OPEN SECTION

1 KARAKIA TIMATANGA – OPENING

All in attendance opened the meeting.

2 APOLOGIES

There were no apologies.

3 CONFLICTS OF INTEREST

No interests were disclosed relating to items on the agenda or interests not already recorded on a relevant register.

4 ACKNOWLEDGEMENTS AND TRIBUTES

Cr Bosley acknowledged The Offering, Greytown for being named the supreme winner of this year's Great NZ Toastie Takeover.

Cr Ellims acknowledged the Rapid Relief Team's recent Farmers Community Connect event in Martinborough.

5 PUBLIC PARTICIPATION

Garry Dittmer – General performance of Council / Rates

Mr Dittmer spoke to Council about his concerns regarding rates, the use of 1080 and water supply.

Cr Rutene arrived online at 1:35pm.

6 URGENT BUSINESS

There was no formal urgent business, however, Deputy Mayor Taylor requested whether there were any lessons learned following the report released on the Mount Maunganui landslide which could be relevant to South Wairarapa. Ms Smith noted this would be followed up and brought to the Risk and Assurance Committee.

7 CONFIRMATION OF MINUTES

7.1 MINUTES OF THE COUNCIL MEETING HELD ON 30 JULY 2026

RESOLUTION DC2026/57

Moved: Mayor Wilde
Seconded: Cr Archer

Council resolved:

1. That the minutes of the Council meeting held on 30 July 2026 are confirmed as a true and correct record.
2. That the public excluded minutes of the Council meeting held on 30 July 2026 are confirmed as a true and correct record.

CARRIED

7.2 MINUTES OF THE EXTRAORDINARY COUNCIL MEETING HELD ON 5 AUGUST 2026

RESOLUTION DC2026/58

Moved: Mayor Wilde
Seconded: Cr Archer

Council resolved that the minutes of the Extraordinary Council meeting held on 5 August 2026 are confirmed as a true and correct record.

CARRIED

8 MATTERS ARISING FROM PREVIOUS MEETINGS

There were no matters arising.

9 PUBLIC EXCLUDED BUSINESS

RESOLUTION TO EXCLUDE THE PUBLIC

RESOLUTION DC2026/59

Moved: Mayor Wilde
Seconded: Cr Clarke

Council resolved that the public be excluded from the following parts of the proceedings of this meeting.

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution	Plain English reason for passing this resolution in relation to each matter
9.1 - Wairarapa Waste Management and Minimisation Contract	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7	The withholding of information is needed to enable Council to carry out, without prejudice or disadvantage, commercial activities.

CARRIED

Public excluded was entered into at 1:49pm.

10 KARAKIA WHAKAMUTUNGA – CLOSING

All in attendance closed the meeting with a karakia.

The meeting closed at 2:00pm.

Confirmed as a true and correct record.

…….. (Mayor) **…….. (Chief Executive)**

…….. (Date) **…….. (Date)**

8 MATTERS ARISING FROM PREVIOUS MEETINGS

9 DECISION REPORTS FROM CHIEF EXECUTIVE AND STAFF

9.1 MARTINBOROUGH SQUASH CLUB LEASE

Author: **Sarah Pearson-Coats, Property Porfolio Advisor**

Authoriser: **James O'Connor, Group Manager, Infrastructure and Community Operations**

File Number:

PURPOSE

This report seeks Elected Member approval to enter a new lease with the Martinborough Squash Club of part of the land known as the Martinborough Golf Course.

EXECUTIVE SUMMARY

- The Martinborough Squash Club own a building situated inside the Martinborough Golf Course which hosts two courts, a lounge and a bar area.
- The current lease with the Martinborough Squash Club has expired and the parties are operating in 'holding over' where the expired lease terms apply by mutual agreement between the parties. A new lease is required to provide long-term certainty to the arrangement.
- There is no Reserve Management Plan for this reserve and accordingly Council's intention to enter a lease was publicly notified as required by the Reserves Act 1977.
- Council received 81 submissions in response to this notification showing very strong community support for the Squash Club and the proposed lease.
- Officers recommend that Elected Members resolve to enter a lease with the Martinborough Squash Club on the proposed terms.

RECOMMENDATIONS

That *Council:*

1. Receive the 'Martinborough Squash Club Lease" Report
2. Note the strong support of the proposed lease of Council reserve land to the Martinborough Squash Club received in response to public notification.
3. Approve the granting of a lease to the Martinborough Squash Club for a single 30 year term commencing on 1 November 2026 for a starting annual lease fee of $400 plus GST subject to three yearly reviews.

BACKGROUND

The South Wairarapa District Council ("Council") owns and administers a recreation reserve at 52 Todds Road on the southeast of Martinborough (title reference WN103/58, legal description Lot 75 Deposited Plan 579). Most of the reserve is leased to the Martinborough Golf Club, and a smaller portion is leased to the Martinborough Squash Club who own a building situated on the land and have shared use of the driveway and carpark. The building - which hosts two courts, a lounge and a bar area - was built in 1979 after a significant community fundraising effort.

The current lease with the Martinborough Squash Club expired on 28 February 2023 and the parties are operating in 'holding over' where the expired lease terms apply by mutual agreement between the parties.

A new lease needs to be entered to legitimise the current arrangement. A proposed lease on recreation reserve land must be considered under section 54(1) of the Reserves Act 1977.

The land has no Reserve Management Plan and therefore before granting a lease or licence Council must give public notice of its intention to grant a lease or licence and then consider objections and submissions received in response to that notice.

Council's intention to grant a lease or licence was published in the Times Age midweek on 5 August (Appendix 1) and on the Council's website and Facebook page.

The notification detailed that the lease proposes an exclusive area of approximately 500m2 (the footprint of the Martinborough Squash Rackets Club building that the Club own) and a non-exclusive access and parking area of approximately 0.5 hectares, shared with the Martinborough Golf Club. The proposed lease is for a term of 30 years starting 1 November 2026 with no right of renewal. The proposed lease will be on terms and conditions substantially corresponding with the terms and conditions of the existing license arrangement with an annual lease fee of $400 plus GST subject to three yearly reviews (draft lease at Appendix 3).

Submissions were gathered via the Council website.

DISCUSSION

Council received 81 submissions in response to the consultation (Appendix 2). The consultation feedback shows very strong support for Council's proposal to grant the Martinborough Squash Rackets Club a long-term lease. Almost all submitters supported the proposal, with only limited uncertainty or qualification about the appropriate length or terms of the lease. Overall, respondents described the club as a valued, well-used community asset that contributes to sport, recreation, wellbeing, youth development, social connection and local economic activity.

Key themes:

- **Strong community value:** Submitters frequently described the squash club as an important community facility, asset or amenity for Martinborough and South Wairarapa. Many considered it a vital part of the town's sporting and social fabric.
- **Benefits for children and young people:** A recurring theme was the strength of the junior programme. Respondents noted that children learn skills, stay active, develop confidence, play with friends and benefit from a supportive environment.

- **Health, fitness and wellbeing:** Many submissions emphasised the physical and mental health benefits of squash, including year-round exercise, winter activity, affordable recreation and opportunities for people of different ages and abilities to stay active.
- **Social connection and inclusion:** Submitters highlighted the club's role in bringing people together, including families, rural residents, new residents, parents and grandparents. The club was described as welcoming, social and intergenerational.
- **Sporting development and achievement:** Several respondents referred to the club's strong membership, competitive players, regional representation and junior talent, with some noting participation at regional, national or representative level.
- **Only or key local facility:** Some feedback noted that the club is the only squash facility in South Wairarapa or a key local sporting option, and that losing it would be a significant loss to the wider community.
- **Economic contribution:** A number of submissions noted that tournaments and interclub events bring visitors to Martinborough, supporting local hospitality and the winter economy.
- **Facility condition, management and future certainty:** Respondents generally viewed the facility as established, well used, well maintained and well run. Some noted that a long-term lease would provide certainty for continued investment, maintenance and growth.

Qualified or uncertain feedback

A small number of submitters raised qualifications rather than outright opposition. These comments generally supported the club but questioned aspects of the lease term or conditions, including whether a 30-year term is appropriate, whether renewal rights should be included, whether the lease should align with the golf club lease, whether lease terms should be consistent with other sports club buildings, and whether public access to the driveway and parking on the reserve should be maintained.

Rental

The proposed rental of $400 + GST is based on an inflationary adjustment of the current rental of $250 across the 20 years since this rental was last set in 2006.

This rental is consistent with the Community Groups Use of and Access to Council Parks, Reserves and Open Spaces Policy which provides that where a community group has a building on a reserve that "Council will charge a rental, usually a relatively nominal amount payable annually, that recognises this use of part of a public amenity."

Term

A single term of 30 years has been chosen to give the Squash Club certainty of tenure, minimise the administrative overhead of renewals and comply with the Reserves Act (which caps each term at 33 years). One of the submitters questioned that the end date doesn't align with the Martinborough Golf Club lease which expires on 30 April 2052. Alignment with this lease is not considered a priority as the lease to the Squash Club can continue whether the lease to the Golf Club exists.

COMPLIANCE SCHEDULE

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,

a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and

b) Assess the options in terms of their advantages and disadvantages; and

c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.

2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

Compliance requirement	**Staff assessment**
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is a matter of low significance however public notification was required under the Reserves Act 1977.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the Long Term Plan) that relate to this decision.	This report complies with the Reserves Act 1977, the Leasing of Property Policy, the Community Groups Use of and Access to Council Parks, Reserves and Open Spaces Policy and relates to the social wellbeing community outcome in the LTP.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.	There are no implications for Māori.
Chief Financial Officer review	The Chief Financial Officer has not reviewed this report. Type here
State the possible implications for health and safety	There are no health and safety considerations beyond the normal. Both Council and the club are PCBUs on the site.

s

APPENDICES

Appendix 1 **Public Notification of Intention to Lease**

Appendix 2 **Squash Club Lease Proposal Consultation Results**

Appendix 3 **Draft Martinborough Squash Club Lease**

Family Notices Classifieds

Deaths

CHAMLEY, Charles Bernard Bruce "Bruce":
Of Carterton: On 21st June 2026 peacefully at Wairarapa Hospital. Aged 83 years. In accordance with Bruce's wishes a private cremation has been held. Tributes can be left on Bruce's tribute page at www.tributes.co.nz

Richmond

Family Notice Classifieds
0800 287 322

Funeral Directors

Wairarapa
People you can DEPEND ON
ROBERT MILNE
FUNERAL DIRECTOR



Ph 370 1110
35-37 Lincoln Rd, Masterton
www.wairarapafunerals.co.nz

Funeral Directors

Every Life is Unique.
Every Farewell Should Be Too



Maz Drysdale
Caring for the Wairarapa Community

ROSEWOOD FUNERALS
417 Queen Street, Masterton
06 370 8088
rosewoodfunerals.co.nz

Neighbourly



GO LOCAL.
GO NEIGHBOURLY.
Find the best deals on the best streets.
www.neighbourly.co.nz

Firewood

Timbco Firewood
Split pine semi dry 6m3 $400, Dry 6m3 $600. Delivered Masterton, other areas a fee applies. Can do 3m3 loads Masterton area. Phone Sheryl 027 252 2213.
Firewood logs pine 11-12 ton, 24 to 26m3 once split. Delivered Masterton, other areas a fee. Phone Lex 027 489 7036.

Fencing and Decks

FENCES We build quality domestic fences, gates, decks and security. Erecta Fence Ph 027 247 7990.

Adult Massage

KATIE
Mature lady for massage. Phone 022 497 6071.

Firewood

WHOLESALE FIREWOOD SUPPLIES
firewoodsupplies.co.nz
06 306 9110
MANUKA $750
GUM 4m3 $820 2m3 $470
DOUGLAS-FIR 4m3 $810, 2m3 $460
MACROCARPA 4m3 $800, 2m3 $455
SPLIT PINE 4m3 $690, 2m3 $395
BAGGED KINDLING $20 each
GUM & D/FIR $840 **GUM & MAC** $835
GUM & S/PINE $775 **D/FIR & MAC** $825
D/FIR & S/PINE $765 **MAC & S/PINE** $760
2m3 **MANUKA & 2m3 DOUGLAS-FIR** $1150
Delivery & GST included, Winz Approved

new zealand gardener
PICK UP A COPY TODAY

To Let

Masterton Property Management Ltd

$400	31 Alamein Crt, Mstn	1
$400	1/1 Church St, Mstn	2
$400	2/1 Church St, Mstn	3
$450	41 Makoura Rd, Mstn	2
$450	55a Kuripaoi St, Mstn	2
$480	1/a Devon St, Mstn	2
$480	33 Cameron Cr, Mstn	2
$500	1/c Cole St, Mstn	2
$500	3 Barrett Place, Cmr	2
$480	98a Pembroke St, Cmr	3
$500	102 Oxford St, Mstn	3
$950	228 Norfolk Rd, Mstn	4+ Cottage
$600	22 Alamein Crt, Mstn	6 or 7

If you need help with your rental property, call us today! We have preapproved tenants waiting for a home.
PHONE 06 377 1851 OR EMAIL

Know what's on the box.
The TV GUIDE

Public Notices

He Panui
Important meeting notice
To the descendants of:

1. Hoani Rangitekaiwaho
2. Muretu Jury
3. Ngatuere Tawhirimate
4. Eruera Turei (Rangitekaiwaho)
5. Pou Manihera
6. Hemi Epanaia

A meeting of the descendants of the above will be held at Copthorne Solway Park, Wairarapa, High Street, Masterton at 1pm on 30 August 2026. The meeting is to discuss:

1. potential land exchange;
2. formation of a trust.

For any enquiries please contact Amiria Te Whaiti at jacquiamiria@hotmail.co.nz.

Public Notices

Martinborough Rural Women and Wairarapa Provincial
Are holding their AGM at 53 Naples St on Thursday 13 August 2026 at 6 p.m.

Akura Marae Whanau
Sunday 16th August 2026 at 10am
Rangitane O Wairarapa
12 Kokiri Place
Masterton 5810

Agenda:
To discuss Marae location.

Please bring a plate.

Any enquiries to Rererangi Te-Whare
0274876967

OFFICIAL NOTICE

Carterton District Council updates

PROPOSAL TO CLOSE ROADS TO ORDINARY VEHICULAR TRAFFIC
PURSUANT to the Transport (Vehicular Traffic Road Closure) Regulations 1965, notice is hereby given that the Carterton District Council proposes to close roads for the purpose of **Wairarapa's Sustainability and Resilience Expo,** for the period indicated hereunder:

Period of closure:
Saturday 26 September 2026 from 8am until 6pm

Roads affected:
Holloway Street, from Dixon Street intersection to Nelson Street intersection. Closed in both directions.

The closed sections will be adequately and properly signposted. Radio communication will be used to allow the passage of through traffic in an event of an emergency

Graham Carson
Roading Manager

Address: 28 Holloway Street, Carterton
Email: info@cdc.govt.nz
Website: cdc.govt.nz
CARTERTON DISTRICT COUNCIL

Public Notices

OFFICIAL NOTICE

Carterton District Council updates

PROPOSAL TO CLOSE ROADS TO ORDINARY VEHICULAR TRAFFIC
PURSUANT to the Transport (Vehicular Traffic Road Closure) Regulations 1965, notice is hereby given that the Carterton District Council proposes to close roads for the purpose of **The Daffodil Festival,** for the period indicated hereunder:

Period of closure:
Sunday 13 September 2026 from 4am until 8pm

Roads affected:
Broadway (between High Street and Wheatstone Street
Masson Street (from Broadway to Belvedere Road)
William Wong Place
McKenzie Terrace (from Pembroke Street to Broadway)
Holloway Street (from High Street to Dixon Street intersection)
Memorial Square (Park Road entrance to exit on High Street)
Nelson Crescent (from Holloway Street to number 30/carpark)
High Street North/South (from Pembroke Street to Belvedere/Park)
Pembroke Street (railway crossing) Stop / Go will be in place for short periods during train arrival and departure times

The closed sections will be adequately and properly signposted. Radio communication will be used to allow the passage of through traffic in an event of an emergency.

Graham Carson, Roading Manager

Address: 28 Holloway Street, Carterton
Email: info@cdc.govt.nz
Website: cdc.govt.nz
CARTERTON DISTRICT COUNCIL

SOUTH WAIRARAPA DISTRICT COUNCIL
Kia Reretahi Tātau

PROPOSAL TO GRANT A NEW LEASE – MARTINBOROUGH SQUASH RACKETS CLUB INCORPORATED

South Wairarapa District Council proposes, under section 119 of the Reserves Act 1977, to grant a new lease to Martinborough Squash Rackets Club Incorporated over part of the recreation reserve on Todds Road, Martinborough (part Lot 75 DP 579, RT WN103/58).

The lease area comprises the existing squash club building footprint (approximately 500m²) and shared access and parking areas with the Martinborough Golf Club. The proposed lease term is 30 years from 1 November 2026. The annual lease fee will be $400 plus GST, subject to three-yearly reviews.

We want your feedback

Details of the proposal and the online submission form are available at www.swdc.govt.nz.

Submissions may also be emailed to community.operations@swdc.govt.nz or posted to South Wairarapa District Council, PO Box 6, Martinborough by 5.00pm, 5 September 2026. Please indicate if you wish to speak to your submission.

Any objections or submissions requesting to be heard will be considered by Council on 1 October 2026.

For enquiries, email community.operations@swdc.govt.nz.

Janice Smith
Chief Executive Officer
South Wairarapa District Council

Buy, sell & find

Book a Classified advertisement in your local newspaper today
general-classifieds@stuff.co.nz

Squash club lease proposal		6/09/2026

Do you support Council's proposal to grant the Martinborough Squash Rackets Club a thirty-year lease?	
Yes	81
Unsure	1

Number	Date of contribution	Contributor Details	Please comment on why you support or oppose Council's proposal to grant the Martinborough Squash Rackets Club a thirty-year lease	Do you support Council's proposal?
1	Aug 18 26 03:31:51 pm	Anonymous	We use it frequently and its a great space for the kids	Yes
2	Aug 18 26 03:34:06 pm	Anonymous	Regular user of this community facility. Active and support kids programme encouraging movement. Losing this facility would be a lost to the wider South Wairarapa community as it is the only squash court in the area.	Yes
3	Aug 18 26 03:34:36 pm	Anonymous	I am 14 years old and have been playing there since I was 7. I love squash. Thank you from Mac	Yes
4	Aug 18 26 03:36:23 pm	Anonymous	My name is Zen and I am 13 years old. I have been playing at the squash courts for about 6 years. It is great there and I really enjoy the lessons and the games and meeting my friends. From Zen	Yes
5	Aug 18 26 03:36:23 pm	Anonymous	My family has been members of the squash club since its inception. The 3rd generation are now active members. The facility, although now getting older is still in sound condition and offers the Martinborough township and surrounding areas a great opportunity to showcase talent. It is also too good a facility to leave idle or remove from the site. The Martinborough squash club has (especially in recent years) grown young talent who have represented the wairarapa and higher at rep level. I fully support a 30yr extension to the existing lease term.	Yes
6	Aug 18 26 03:36:57 pm	Anonymous	I am a member of the club	Yes
7	Aug 18 26 03:38:41 pm	Anonymous	It is a great facility, does a lot for sports people and especially young squash players in the region.	Yes
8	Aug 18 26 03:42:05 pm	Anonymous	This is a fantastic resource in our community and although my family does not use it to its full potential, we know how important it is to those that play. My children have hours of enjoyment and learning there and I consider it to be not only a safe indoor environment but also a great support for health and fitness at a casual and fun level. We appreciate how lucky we are to have this facility for our town and through all weathers, know how important it is for families wanting to get together socially while also encouraging sport at all levels. Valerie	Yes
9	Aug 18 26 03:49:55 pm	Anonymous		Yes
10	Aug 18 26 03:50:54 pm	Anonymous	This is a huge part of the social fabric of Martinborough's sporting community. The club is very active in seniors through to junior squash, with one of the most active junior programs in the region - including Wellington. It regularly hosts regional tournaments bringing in visitors from out of the area to stay and dine in the village over the weekends, increasing economic benefit to the town. The club does a great deal of good in promoting sport and activity amongst young and old and should absolutely be granted access to continue.	Yes

11	Aug 18 26 03:51:50 pm	Anonymous		Yes
12	Aug 18 26 04:02:32 pm	Anonymous	Great facility for the community.	Yes
13	Aug 18 26 04:20:20 pm	Anonymous	The squash club provides a sport the services the community from the juniors to seniors. With the likes of the martinborough squash open it brings people into our small town	Yes
14	Aug 18 26 04:28:43 pm	Anonymous	Great asset to our community. One of the strongest club in the Wellington region, and good junior participantation.	Yes
15	Aug 18 26 04:42:47 pm	Anonymous	I support the clubs renewal as it's my main fitness and social gathering on a weekly basis.	Yes
16	Aug 18 26 04:43:37 pm	Anonymous	Excellent community affordable sport for many in winter months	Yes
17	Aug 18 26 04:58:26 pm	Anonymous	The squash club is an important part of the South Wairarapa community. It provides physical and mental health benefits to its members of all ages and to visitors that attend the club. Its contribution to squash and the squash community in the wider Wellington region is positive and significant. Its contribution to tourism in South Wairarapa is appreciable. Its members have passion, drive and a community ethic that they apply to other community activities in South Wairarapa.	Yes
18	Aug 18 26 05:00:34 pm	Anonymous	The squash club is a great asset to the community, especially all the kids that play there and it is important that it keeps going	Yes
19	Aug 18 26 05:15:22 pm	Anonymous	The squash club is great for the community, it brings locals together and provides an incredible experience and lots of fun for all ages!	Yes
20	Aug 18 26 05:36:41 pm	Anonymous	It's a brilliant resource for the community	Yes
21	Aug 18 26 05:44:14 pm	Anonymous	Because the Martinborough Squash Club is an amazing club! And what other club are you going to put in there?!	Yes
22	Aug 18 26 05:51:11 pm	Anonymous	It is a great facility for the community for both young and old	Yes
23	Aug 18 26 05:52:18 pm	Anonymous	I am a member of the golf club and the squash club and love that we have these two clubs as a part of our community. Our squash club brings together so many different people of different ages. Not only that, we have a lot of great talent who have just recently been competing on the national stage.	Yes
24	Aug 18 26 05:56:48 pm	Anonymous		Yes
25	Aug 18 26 05:57:31 pm	Anonymous	I support the Martinborough Squash Club because it has thrived and continued to grow year after year. The committee is dedicated to keeping the club alive and providing a place for people of all ages to enjoy squash, but the club's success is also a reflection of the incredible support and involvement it receives from the wider community. It is a great example of what can be achieved when a dedicated committee and a supportive community work together. I want to support the club because it is an important part of our local community and deserves to continue thriving for years to come.	Yes
26	Aug 18 26 06:05:10 pm	Anonymous	I support the Martinborough Squash Club because it has been a strong and valued part of our community for many years. The club continues to thrive thanks to the commitment and hard work of its dedicated committee, as well as the ongoing support and involvement of the wider Martinborough community. It is great to see a local club that brings people together, encourages participation and continues to provide opportunities for people of all ages to enjoy squash. I believe the club is an important part of our community and deserves our support so it can continue to grow and succeed for many years to come.	Yes

27	Aug 18 26 06:09:10 pm	Anonymous		Yes
28	Aug 18 26 06:11:09 pm	Anonymous	It's a great place for the community. Lots of different people connect there	Yes
29	Aug 18 26 06:19:35 pm	Anonymous	Great community fitness area. Great sport. Accommodates from school kids through to elder citizens. The club has an awesome culture and has the betterment of the community at heart.	Yes
30	Aug 18 26 06:37:55 pm	Anonymous	The squash club provides an excellent recreational and sporting amenity to the south Wairarapa community, and should be retained.	Yes
31	Aug 18 26 06:59:08 pm	Anonymous	I think that the community really benefits from these kinds of facilities. The squash club is a great resource and is particularly great for the children of the area. To lose it would be a huge negative for the community	Yes
32	Aug 18 26 07:12:11 pm	Anonymous	Because the Martinborough squash club is vital to our community.	Yes
33	Aug 18 26 07:46:03 pm	Anonymous	Amazing club offering another great sporting opportunity to our community. Having a local squash club provides an outlet for physical activity all year round as well as social opportunities, and the benefits of, to both adults ans kids. As a family using these facilities we fully support this proposal and want to see the club continue as is.	Yes
34	Aug 18 26 07:52:00 pm	Anonymous	Great community facility	Yes
35	Aug 18 26 07:53:12 pm	Anonymous	Great for the community to have a squash club. A place for like minded people to gather and be active. It would be a real loss to see the lease not extended	Yes
36	Aug 18 26 08:02:39 pm	Anonymous		Yes
37	Aug 18 26 08:31:21 pm	Anonymous	Excellent sports club for the community!	Yes
38	Aug 18 26 11:59:08 pm	Anonymous	The Squash Club is a valuable asset to the wellbeing of the town. It promotes healthy recreational activity and has a strong membership base, including a great junior programme that is well supported and used by local families and their children.	Yes
39	Aug 19 26 03:51:49 am	Anonymous	Fun club and sporting option that lots of people benefit from in Martinborough and surrounding areas.	Yes
40	Aug 19 26 05:14:29 am	Anonymous	I use the club 5 times a week	Yes
41	Aug 19 26 05:30:41 am	Anonymous	The squash facility is an mportant community asset that is very well used. The large number of junior players is incredible for a small community. My 15 year old son plays every Friday and has done for the last 4 years. This is the only sport he enjoys and would be detrimental to him if the opportunity was no longer available.	Yes
42	Aug 19 26 07:23:56 am	Anonymous	Our son loves playing squash and the Squash Club offers a wonderful service of coaching for the kids as well as the Friday games. It's so good to have a local club, where our son gets to play with his friends which really increases his love of the game. It's also a lovely social place to catch up with other local parents on a Friday watching our kids play. Being just up the road is so convenient and having another sport our son can continue being active and learn new skills is essential. Thanks.	Yes
43	Aug 19 26 07:28:43 am	Anonymous	I support the proposal to extend the lease. It's been wonderful for our child to learn a new sport, play and share fun times with his mates. Good to see so many kids being active in a great supportive atmosphere.	Yes
44	Aug 19 26 09:36:53 am	Anonymous	Support proposal so long as: lease terms are consistent with other sports club buildings in district; public can access driveway and parking on the reserve.	Yes
45	Aug 19 26 09:37:06 am	Anonymous	Excellent facility and well used by adults and juniors. It would be a loss to the community if the lease were not to be renewed.	Yes

46	Aug 19 26 09:40:03 am	Scott MacLean	Community assets that supports health and wellness	Yes
47	Aug 19 26 09:58:55 am	Anonymous	Squash club is a amazing place for locals	Yes
48	Aug 19 26 10:33:25 am	Anonymous	The squash club is a fundamental part of the community with more juniors then every other club in the wellington region. Its also home to many regional and nationally ranked players who represent martinbough at regional and national level. The club just this year has seen reprentation in New Zealand junior, senior and graded events. Its a social pillar for much of the community and securing 30 years longer is a positive investment in the future of martinbough	Yes
49	Aug 19 26 10:39:17 am	Anonymous	Great sporting facility for Martinborough.	Yes
50	Aug 19 26 01:06:13 pm	Anonymous	I support the proposal mainly because of the amount of juniors that are part of the club. Martinborough has one of the strongest junior number base in the entire Wellington region. My family was part of establishing the club nearly 50 years ago and I see no reason for the proposal to go anyway other than forward	Yes
51	Aug 19 26 01:25:57 pm	Anonymous	I strongly support the 30-year lease for the Martinborough Squash Rackets Club. I have been a member of the club for around 20 years, and it has been a really important part of my life growing up and living in Martinborough. It is not just somewhere to play squash, it is a place where I have made friendships, met people in the community and spent a huge amount of time over the years. The club has always had a great community feel, and I think it would be a real loss to Martinborough if we didn't have this facility. Squash is a sport that people of all ages can take part in, whether you are playing competitively, socially or just wanting to keep active. I would love to see the club continue for the next generation in the same way it has been there for me. A 30-year lease would give the club the security it needs to keep improving, investing in the facilities and growing the membership. I really hope Council supports the lease. Having a local squash club is something I think we can easily take for granted until it is at risk of being lost, and I believe it is absolutely worth keeping as	Yes
52	Aug 19 26 02:48:42 pm	Anonymous	Squash Club provides a great place for the community to get together and play sport. It is well supported by juniors and seniors alike. Throughout the season the clubhouse is busy every weeknight and some weekends. It would not be feasible to move the club due to the cost of building new courts.	Yes
53	Aug 19 26 03:13:44 pm	Anonymous	Martinborough Squash Club provides a great opportunity for the community to participate in sports for health, fitness, social connection and enjoyment. The junior programme is very strong and provides great opportunities for our youth.	Yes
54	Aug 19 26 05:35:53 pm	Anonymous	The squash club is great for the local community especially the thriving junior programme.	Yes
55	Aug 19 26 05:38:06 pm	Anonymous	I believe the squash club is an excellent, established asset to the community. It is great for all ages, supports community wellbeing and is very strongly supported by members. My own children have grown up attending the squash club and for country children it provides a wonderful sense of community. I would love to see the club grow and the golf club and squash club become part of an even bigger sporting facility.	Yes

56	Aug 19 26 05:56:37 pm	Anonymous	Only Squash club in South Wairarapa	Yes
57	Aug 19 26 06:07:56 pm	Nicola J Warren	But not a 30 year with no right of renewal. Should be with right of renewal Wonderful community facility. I'm not a sqash player	Yes
58	Aug 19 26 07:23:38 pm	Anonymous	The squash club has a great community with some very keen members and made me feel very welcomed to the district when I moved here nearly 5 years ago. It brings people from all parts of the Martinborough area together who may otherwise not be connected and supports a healthy lifestyle especially through the darker and colder winter months. It is a great facility to have in our local town and I support the proposal.	Yes
59	Aug 19 26 07:29:02 pm	Anonymous	I support granting the squash club a new 30-year lease. The club is a valuable local facility that encourages sport, recreation and community connection, and a long-term lease provides the certainty needed to maintain and invest in the facilities for future generations.	Yes
60	Aug 19 26 09:08:53 pm	Anonymous	I support this because it is great for the community to have squash courts. It is a very popular sport to bring people together.	Yes
61	Aug 20 26 03:41:14 am	Anonymous	The squash club has been a big part of our children's life growing up. They learnt many skills making them better citizens, we met lots of people in the community through squash. It is a purpose built facility- the club is run well and should remain so.	Yes
62	Aug 20 26 04:32:46 am	Anonymous		Yes
63	Aug 20 26 08:55:35 am	Anonymous	Squash is a vital component of the community	Yes
64	Aug 20 26 09:02:38 am	Anonymous		Yes
65	Aug 20 26 09:03:22 am	Anonymous	Why change what is working. Important to keep sports clubs operating.	Yes
66	Aug 20 26 10:06:48 am	Anonymous		Yes
67	Aug 20 26 10:47:51 am	Anonymous	Good recreational facility for Martinborough	Yes
68	Aug 20 26 11:47:21 am	Anonymous	The squash club is a great addition to the community.	Yes
69	Aug 20 26 12:22:22 pm	Anonymous		Yes
70	Aug 20 26 03:18:14 pm	Anonymous	What a fabulous addition to the community. Our children looked forward to squash on a Friday night and practised during the week. It is an inexpensive, family friendly, fitness addition to our small town	Yes
71	Aug 20 26 04:40:52 pm	Anonymous	I have a family Membership at the Club and have played, been involved and supported the club for over 15 years. My husband still plays and has been on the Committee for several years and my daughter also plays squash socially as well. There are so many benefits for the community that this club provides... healthy excercise, social opportunities (especially for rural people, parents and Grandparents who come to watch their children/grandchildren play), competition - playing Interclub Squash within the Wellington Region and coaching development for our younger players with many reaching a national level. The club also hosts Tournaments and Interclub which brings players from Wellington and the lower north island for the weekend which also helps boost our winter economy. It is essential that the lease is renewed so that the club can continue to grow and provide all these benefits to our local community	Yes
72	Aug 20 26 04:56:31 pm	Russell Kirk	Excellent community asset.	Yes
73	Aug 21 26 04:41:16 am	Anonymous	Great to have this facility in our community. My grandson plays regularly and enjoys the fitness and friendship it provides.	Yes
74	Aug 21 26 08:10:31 am	Anonymous	This is a great facility for both Juniors and Adults, specially for the metal health of the Adults, to get out, get some exercise and talk to others.	Yes

75	Aug 21 26 10:08:45 am	Anonymous	An excellent sports venue for the young, well supported by the community. Well valued and well used.	Yes
76	Aug 21 26 05:40:12 pm	Anonymous	The squash club is well supported and used by both adults and juniors and I have found it well run. It would be extremely disruptive to change the lease or lease holder of this amenity and threaten the recreation it provides for the community. I have found the club's commity to be competent and see no reason why the lease should not be renewed to this group.	Yes
77	Aug 21 26 06:31:58 pm	Anonymous	It's the most wonderful club, and a great addition to our town	Yes
78	Aug 23 26 08:28:22 am	Anonymous	A positive move to continue to support squash in Martinborough and the South Wairarapa	Yes
79	Aug 27 26 08:41:11 am	Anonymous	Generally support but unsure as to why the lease needs to be 30 years. A lot can happen over that time period. At most it should be tied into the length of the golf club lease which has approx 26 years left to run.	Unsure
80	Aug 30 26 01:20:04 pm	Anonymous	This facility is an amazing asset to the community. It has been a huge part of our lives and of our children's lives growing up as well as extended family . Also many many friends have used the facility over the years and still do. It is one of the nicest well kept clubs in the Wellington area and the courts are second to none.	Yes
81	Sep 02 26 08:30:51 am	Anonymous	I have been a club member for over 30 years and believe the Club is a great asset to South wairarapa district . It has a well run junior program aswell as plenty of activities for Adults .	Yes
82	Sep 04 26 06:22:16 pm	Anonymous	Great activity for residents	Yes

LEASE (RECREATION RESERVE)
Site: Martinborough Squash Rackets Club, Martinborough

DEED OF LEASE dated the day of 2026

BETWEEN **SOUTH WAIRARAPA DISTRICT COUNCIL** ("Council")

AND **MARTINBOROUGH SQUASH RACKETS CLUB INCORPORATED** (Registration number 218065) ("Lessee")

BACKGROUND

A. The Council is the owner of the Leased Land which is located on the Reserve.

B. The Council has agreed to lease the Leased Land (which is classified as a Reserve) pursuant to section 54 of the Reserves Act 1977.

C. The Lessee is the owner of facilities including a squash court building located on the Leased Land.

D. It is Council's intention that a Management Plan will be adopted for this Reserve prior to the Expiry Date of the lease.

GRANT

The Council leases to the Lessee and the Lessee accepts the Lease of the Leased Land for the Term and at the Rent and subject to the covenants, conditions, agreements, and restrictions in this Lease.

Executed as a deed.

The Common Seal of the
MARTINBOROUGH SQUASH RACKETS CLUB INCORPORATED (as Lessee)
was hereunto affixed in the presence of:

Authorised Signatory: _____

Name: _____

DRAFT

Signed on behalf of
SOUTH WAIRARAPA DISTRICT COUNCIL

Authorised Signatory - Print Name and Position Held Signature

Authorised Signatory - Print Name and Position Held Signature

Witness (signature):

Name:

Occupation:

Address:

DRAFT

TABLE OF CONTENTS

REFERENCE SCHEDULE

GENERAL PROVISIONS

1 TERM 6
2 RENT AND OUTGOINGS 6
3 REQUIRED USE AND REPORTING REQUIREMENTS 8
4 CONDUCT ON THE LEASED LAND 8
5 RIGHTS 9
6 ALCOHOL LICENCES 9
7 ACCESS AND SECURITY 10
8 BUILDING AND PAINTING 10
9 MAINTENANCE OF BUILDINGS/IMPROVEMENTS 11
10 SQUASH COURTS AND GROUNDS MAINTENANCE 11
11 INSPECTIONS 12
12 INSURANCE, RISK, INDEMNITY AND TAXATION 13
13 DAMAGE TO OR DESTRUCTION OF LEASED LAND 14
14 ASSIGNMENT, SUBLETTING AND HIRING OUT 14
15 REMOVAL OF BUILDINGS/IMPROVEMENTS 14
16 COUNCIL'S RIGHT TO CANCEL OR VARY 15
17 DISPUTE RESOLUTION 16
18 COUNCIL AS LAND OWNER, NOT REGULATORY AUTHORITY 16
19 IMPLIED PROVISIONS 16
20 COMPLIANCE 17
21 NOTICES 17
22 COSTS 17
23 DELEGATION OF MINISTER'S CONSENT 18
24 COUNCIL'S CONSENT 18
25 MARTINBOROUGH GOLF CLUB INCORPORATED LEASE 18
26 GENERAL 18
27 INTERPRETATION 19
SCHEDULE ONE 22

DRAFT

REFERENCE SCHEDULE

LEASED LAND:	All of the area coloured red on the plan attached in Schedule One located within the Reserve owned by Council contained in certificate of title WN103/58, legally described as Lot 75 Deposited Plan 579 and known as the Martinborough Squash Rackets Club.
TERM:	30 years
COMMENCEMENT DATE:	1 November 2026
EXPIRY DATE:	31 October 2056
RENEWAL TERMS (IF ANY):	N/A
RENEWAL DATES (IF ANY):	N/A
FINAL EXPIRY DATE:	31 October 2056
RENT:	$400 per annum, plus GST (subject to review)
RENT PAYMENT DATES:	The annual anniversary of the commencement date, commencing on 1 November 2026
ANNUAL MAINTENANCE FEE:	N/A
RENT REVIEW DATES (IF ANY):	1 November 2029, 1 November 2032, 1 November 2035, 1 November 2038, 1 November 2041, 1 November 2044, 1 November 2047, 1 November 2050 and 1 November 2053.
DEFAULT INTEREST:	14 % per annum
REQUIRED USE:	Operation of squash courts and related sporting events and any other use approved by the Council acting in its sole discretion provided such use is related to the operation of a squash club and squash courts and related sporting events or recreational purposes and is permitted under the Reserves Act and any applicable Management Plan
MINIMUM PUBLIC RISK INSURANCE COVER:	$5,000,000.00
REPORTING REQUIREMENTS:	The Lessee will in writing, report to the Council annually on the anniversary of the Commencement Date, on the following: (i) Membership numbers of the Lessee and usage rates (of the Leased Land); (ii) The number of and details relating to community events run using the Leased Land; and (iii) Financial information relating to the use of the Leased Land by the Lessee.

COUNCIL'S CONTACT DETAILS:	Manager - Community Operations South Wairarapa District Council PO Box 6 Martinborough 5741 Tel: 06 306 9611 Email: community.operations@swdc.govt.nz
LESSEE'S CONTACT DETAILS:	Martinborough Squash Rackets Club PO Box 107 Martinborough 5741 Jackie Steventon: 0276793040 Carol Parkinson: 0274496433 Email: martinboroughsquash@gmail.com

GENERAL PROVISIONS

1 TERM

1.1 **Initial Term:** The Term of this Lease will commence on the Commencement Date and will continue in full force until the Expiry Date or earlier cancellation in accordance with the terms of this Lease.

1.2 **Renewal Term:** If:

1.2.1 the Reference Schedule provides for a Renewal Term; and

1.2.2 the Lessee is not in breach of any of its obligations under this Lease; and

1.2.3 the Lessee has given to the Council written notice that it wishes to renew the Lease not less than three (3) months before the end of the Term; and

1.2.4 in the opinion of the Council there is sufficient need for the Required Use in terms of the Management Plan, the Lessee has been using the Leased Land sufficiently for the Required Use, and in the public interest and the Leased Land or any part of them would not be better used for any other purpose; and

1.2.5 the Council approves the renewal of the Lease;

then the Council will, at the Lessee's cost, grant the Lessee a lease of the Leased Land for the Renewal Term as set out in the Reference Schedule. The new lease will be on the same terms as this Lease except that its term plus any further rights of renewal will not extend beyond the Final Expiry Date.

1.3 **Documentation:** If requested by the Council, the Lessee will execute a Deed of Renewal or new lease under clause 1.2 in the form prepared by the Council's solicitor.

1.4 **Holding Over:** If the Lessee, with the consent of the Council, continues to occupy the Leased Land beyond the Term of the Lease, the Lessee will do so under a periodic tenancy determinable by twenty (20) Working Days' notice in writing given at any time by either party to the other and otherwise on the terms contained in this Lease, including payment of Rent at the rate payable at the expiry of the Term.

2 RENT AND OUTGOINGS

2.1 **Payment of Rent:**

2.1.1 The Lessee must pay to the Council the Rent by equal annual instalments in advance on the Rent Payment Dates as set out in the Reference Schedule.

2.1.2 The Lessee must not reduce any payment of Rent by making any deduction from it or set off against it.

2.2 **Rent Policy:** The Council has the sole right to decide the policy from time to time as to the reasonable Rent levels applying to reserves, and those levels may vary, for example, according to the type of land and what the land is used for.

2.3 **Rent Review:** The Council may decide that the Rent in this Lease is to be set or reviewed in accordance with Council policy. In applying that policy, the Council will treat the Lessee consistently with other comparable lessees and leases, if any. The new annual Rent will be decided in the following way:

2.3.1 Not earlier than three (3) months before a Rent Review Date or at any time up to the next Rent Review Date, the Council can give written notice to the Lessee specifying the proposed new annual Rent as at that Rent Review Date.

2.3.2 If, by written notice to the Council within twenty (20) Working Days after receiving the Council's notice, the Lessee disputes the proposed new annual Rent then the proposed new annual Rent will be decided in accordance with clause 2.4 but the new Rent will not be less than the annual Rent payable during the period of twelve (12) months immediately before the relevant Rent Review Date.

2.3.3 If the Lessee fails to give that notice (time being of the essence) the Lessee will be deemed to have accepted the annual Rent specified in the Council's notice.

2.3.4 The annual Rent so decided or accepted will be the annual Rent from the Rent Review Date or the date of the Council's notice if the notice is given later than three (3) months after the Rent Review Date.

2.3.5 Until the new annual Rent has been decided, the Lessee will pay the Rent specified in the Council's notice. Once the new annual Rent has been decided an appropriate adjustment will be made.

2.3.6 Either party may request the Rent review to be recorded in a Deed, but (as per clause 22) the cost of this will be paid by the Lessee.

2.4 **Deciding Rent failing Agreement:** Immediately after the Council receives the Lessee's notice under clause 2.3.2 the parties will try to agree on the new annual Rent, but if agreement is not reached within ten (10) Working Days from receipt by Council of the Lessee's notice under clause 2.3.2, then the new annual Rent may be decided either:

2.4.1 by one party giving written notice to the other requiring the new annual Rent to be decided by arbitration, with any such arbitration being governed by the Arbitration Act 1996 and the arbitral award being final and binding on the parties; or

2.4.2 if the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:

(a) each party will appoint a valuer and give written notice of the appointment to the other party within ten (10) Working Days of the parties agreeing to decide the current market Rent in this way;

(b) if the party receiving a notice does not appoint a valuer within the ten (10) Working Day period then the valuer appointed by the other party will decide the new annual Rent and that decision will be binding on both parties;

(c) as soon as the valuers are appointed, they must appoint an umpire who must also be a registered valuer;

(d) the valuers will then decide the new annual Rent of the Leased Land and if they fail to agree then the Rent will be decided by the umpire;

(e) each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to any reasonable time and other limits as the valuers or the umpire prescribe, and they will have regard to those representations but not be bound by them.

When the new annual Rent has been decided the arbitrators or the valuers will give written notice of the decision to the parties. The notice will provide as to how the costs of the decision will be borne, which will be binding on the parties.

2.5 **Outgoings:**

2.5.1 The Lessee must punctually pay all Outgoings whether addressed to the Council or the Lessee. Such Outgoings shall be payable on demand or if required by the Council, by annual instalments on each Rent Payment Date. After 1 July in each year of the Term (and any Renewed Term), or other date in each year as the Council may specify, and after the end of the Term, the Council shall supply to the Lessee reasonable details of the actual Outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Lessee and any deficiency shall be payable to the Council on demand.

2.5.2 Where any of the Outgoings are not charged only for the Leased Land or the Term then the Lessee is only obliged to pay a fair proportion of those Outgoings as shall be agreed or failing agreement determined by arbitration, depending on the period during which, and the area over which, the Outgoing has been charged.

2.5.3 The Lessee's liability to pay Outgoings arising during the Term will continue after the end or earlier termination of the Term.

2.5.4 The Council may from time to time have a rates policy which entitles the Lessee to rates relief. In that case the Lessee may make an application to the Council and a remission may be granted according to that policy.

2.6 **GST:** The Lessee must pay all GST on the Rent and other payments made by the Lessee under this Lease either to the Council or as the Council directs, as well as any additional GST the Council may be required to pay as a result of the Lessee's failure to pay when required.

2.7 **Interest on Rent and Other Moneys Owing:** If Rent or any moneys payable by the Lessee to the Council remain unpaid for five (5) Working Days after the due date, the Lessee will pay interest to the Council on the unpaid Rent or other moneys at the percentage rate fixed in the Reference Schedule calculated from the due date to the date of payment to the Council.

3 REQUIRED USE AND REPORTING REQUIREMENTS

3.1 **Required Use:** Subject to clause 4 of this Lease, the Lessee may only use the Leased Land for the Required Use. The Lessee acknowledges that a change in the Required Use is expressly prohibited under this Lease.

3.2 **Reporting Requirements:** The Lessee agrees to share with the Council such information on its activities as may reasonably be requested by the Council from time to time. As a minimum requirement, the Lessee will comply with the Reporting Requirements set out in the Reference Schedule.

4 CONDUCT ON THE LEASED LAND

4.1 **Use:** The Lessee must not use or permit the Leased Land or any part of the Leased Land to be used for any activity which is or may become dangerous, offensive, noxious, noisy, illegal or which is or may become a nuisance, disturbance, or annoyance to the Council or to the owner or occupier of any neighbouring property, or any other person, or may have an adverse (or negative) effect on the amenity and good order of the locality. The Lessee shall not bring upon or store within the Leased Land nor allow to be brought upon or stored within the Leased Land anything of an offensive, noxious, illegal, or dangerous nature. The Lessee will ensure that its members, invitees and guests act in a proper and responsible manner, in the good interests of the community, and with due care for the Golf Club.

4.2 **Noise:** The Lessee must limit noise levels to a moderate level and in particular must keep the noise level at the boundaries of the Leased Land to within the requirements of the District Plan, Resource Management Act 1991 and any resource consent issued in respect of any activity on the Leased Land.

4.3 **Lessee's Rules:** The Lessee must make rules for the management and control of the Leased Land and for the conduct of persons using the Leased Land. Those rules must not be inconsistent with the terms of this Lease or the provisions of the Reserves Act, Management Plan and Policy (if any). Before those rules come into effect they must be approved in writing by the Council. The rules, once approved, must be printed and pasted up in some conspicuous place on the Leased Land for the information and guidance of all persons using the Leased Land.

4.4 **Approval of Fees:** The Lessee must obtain the Council's approval for any fees charged to the public for the use of the Leased Land. Such approval must not be unreasonably withheld.

4.5 **Supervision:** The Lessee will, at its own cost, maintain, supervise, and control the Leased Land to a high standard and ensure the Leased Land are properly staffed with competent employees (including all necessary workmen and caretakers to supervise and control the use of the Leased Land by persons playing on it or using it) to enable the Lessee to carry out the Required Use efficiently and in accordance with best business practice.

4.6 **Refusal to Admit:** The Lessee shall refuse to admit to the Leased Land or may remove from the Leased Land any person:

4.6.1 Who is a disorderly or disreputable person;

4.6.2 Who by reason of intoxication or other reason is not in proper condition to use the Squash Courts;

4.6.3 Who is not properly and decently attired and clean in person;

4.6.4 Who behaves in an indecent or disorderly manner or annoys or is offensive to any person using the Squash Courts or Golf Course;

4.6.5 Who acts contrary to any of the rules for the conduct of persons using the Squash Courts PROVIDED THAT any omission or failure to observe any such rule until his attention being drawn to the same shall not be deemed a reason for his expulsion;

5 RIGHTS

5.1 The Council grants to the Lessee access to the Shared Access Land to the Lessee's members, visitors and invitees for the purposes of:

5.1.1 Access to and egress from the Leased Land; and

5.1.2 Parking of motor vehicles in the parking area surrounding the Leased Land.

5.2 The rights to use the Shared Access Land are subject to clause 25.2.

6 ALCOHOL LICENCES

6.1 **Consent Required:** The Lessee must not apply for a licence to sell or supply alcohol or renew or vary any licence to sell or supply alcohol from the Leased Land or any part of the Leased Land without first obtaining the written consent of the Council (in its capacity as landowner) in addition to any consent required from the Council as a regulatory authority.

6.2 **Compliance:** In the event that a licence to sell or supply alcohol has been approved by the Council in both its capacity as landowner and as a regulatory authority and subsequently obtained by the Lessee, the Lessee will comply with:

6.2.1 the terms of the Sale and Supply of Alcohol Act 2012; and

6.2.2 the conditions of any licence issued to it pursuant to that Act; and

6.2.3 all orders or directions issued or given by a District Licensing Committee, the Alcohol Regulatory and Licensing Authority, a police constable, or the licensing inspector in respect of the licence.

6.3 **Breach:** Any breach of the Sale and Supply of Alcohol Act 2012 or the licence to sell or supply alcohol, or the failure to follow any orders or directions in respect of the licence, will be deemed to be a breach of this Lease.

7 ACCESS AND SECURITY

7.1 **Health and Safety:** The Lessee will take all practicable steps to provide its employees and visitors with a healthy and safe environment and ensure that its employees and visitors comply with all directions and instructions from the Lessee regarding health and safety. In particular:

7.1.1 the Lessee must comply at all times with the requirements and provisions of the Health and Safety at Work Act 2015 (**HSAWA**) and any applicable codes of practice and best practice guidelines applicable to the terms of this Lease;

7.1.2 the Lessee is responsible for developing and implementing an occupational health and safety plan for the use of the Leased Land for the Required Use and for ensuring that the Leased Land are compliant with the HSAWA;

7.1.3 the Lessee must maintain an accident register at all times and will record all accidents to the Lessee's employees and contractors, or other visitors to the Leased Land; and advise the Council as soon as possible thereafter, if emergency services including police, fire, or ambulance have been at the premises.

7.1.4 the Council, or any person authorised by the Council, may require an independent audit of the Lessee's operations from time to time (at the Lessee's cost) to verify that the Lessee has adequate safety management systems in place, and for compliance with those systems and any safety requirements of this Lease. The Lessee will co-operate in providing the Council with any relevant information.

8 BUILDING AND PAINTING

8.1 **Consent Required:** Subject to the provisions of this section, the Lessee must not:

8.1.1 erect any building or improvement, or

8.1.2 alter, reinstate or extend any existing building or improvement; or

8.1.3 advertise on any existing building or improvement; or

8.1.4 paint the exterior of any building or improvement; or

8.1.5 carry out any other Building Work; or

8.1.6 carry out any significant or major works or alterations to the internal arrangement or layout;

on the Leased Land without first giving plans and specifications of the proposed work (if appropriate) to the Council and obtaining the prior written consent of the Council in addition to any approval required from the Council as a regulatory authority.

8.2 **Conditions:** Without limiting the grounds on which the Council may withhold consent under clause 8.1, the Council may as a condition of any consent require that the proposed work:

8.2.1 is consistent with the Management Plan and Policy; and

8.2.2 complies with any reasonable standards applicable to the Reserve (whether or not included in the Management Plan or Policy) which the Council may from time to time set as to the design, quality, materials and colour of any buildings and improvements; and

8.2.3 will not in the opinion of the Council create more than minor adverse environmental effects or overload or endanger the proper working of any services, utilities or amenities.

8.3 **Work Carried Out under Supervision:** If the Council gives its approval and consent under clauses 8.1 and 8.2 then the Lessee must, at the Lessee's cost in all things, arrange for the Building Work to be carried out under the supervision of an architect, project manager, engineer or other suitably qualified person in a proper and workmanlike manner in accordance with the approved plans and specifications and all approvals, permits and consents.

8.4 **Lessee Obtain Consents:** In relation to any works proposed under this clause 8, the Lessee must, prior to beginning any works, obtain all consents required under the Building Act 2004 and the Resource Management Act 1991 and provide the Council (as landowner and administering body of the Reserve) with a copy of those consents. The Council will be responsible for obtaining any Building Warrant of Fitness required for the Leased Land.

8.5 **No Warranty:** In granting consent or approval under this section 8 the Council will not be deemed to have warranted that the plans or specifications are suitable for the Lessee's purposes or that any person involved in the work is suitable or adequately qualified.

8.6 **Code Compliance Certificate:** On completion of the Building Work the Lessee must provide the Council with a copy of the Code Compliance Certificate under the Building Act 2004 and a complete set of drawings accurately showing buildings and improvements on the Leased Land as constructed or altered.

8.7 **Signs:** The Lessee must not erect, paint, display or allow on the Leased Land any signs, notices or advertising material unless the Lessee first obtains the written consent of the Council in each case. It will be a condition of any consent that any approved sign must comply with the relevant Council bylaws, District Plan, Management Plan and Policy and have necessary regulatory approvals. At the expiry or earlier termination of this Lease, the Lessee must remove any such sign, notice or advertising material and make good any damage caused by its removal.

9 MAINTENANCE OF BUILDINGS/IMPROVEMENTS

9.1 **Good Order and Repair:** The Lessee must at its own cost in everything, keep and maintain to the satisfaction of the Council any buildings (interior and exterior), gates, fences, drains, and improvements on or forming part of the Leased Land (now or at any time after the date of this Lease erected on the Leased Land) in the same good, clean and substantial order, repair and condition as they were in at the Commencement Date (or where the Lease is renewed, the commencement date of the initial term of this lease or where a new buildings is erected on the Leased Land after the Commencement Date, the date of issue of a code of compliance certificate for that building) other than damage caused by fire, flood, explosion, lightning, storm, earthquake volcanic activity or any risk for which the Lessee is (or has covenanted with the Council to be) insured against.

9.2 **Reinstatement:** At the end of the Term the Lessee will yield up the Leased Land in the same good, clean and substantial order, repair and condition and if necessary, make good any damage so as to reinstate the Leased Land to the condition it was in at the Commencement Date.

10 SQUASH COURTS AND GROUNDS MAINTENANCE

10.1 **Squash Courts:** The Lessee will at all times maintain the Leased Land as squash courts, and for no other purpose.

10.2 **Tidy Condition:** In addition to the specific requirements for maintenance of the squash courts stated in clause 10.1 above, the Lessee must also at all times, at its sole cost, maintain the grounds and surrounds of the Leased Land, including any lawns, gardens, fences and paths, in a clean, tidy and attractive and cared for condition to the satisfaction of the Council, including:

10.2.1 disposing of and keeping the Leased Land free from rubbish, stones and broken glass and keeping rubbish bins and containers in a tidy and sanitary condition;

10.2.2 keeping any gardens and planted areas weeded and watered and replacing plants and shrubs which die or are destroyed;

10.2.3 taking effective measures to prevent any noxious weeds (including but not limited to gorse, broom, sweet briar) and recognised environmental plant pests growing on the Leased Land and complying with the provisions of the Biosecurity Act 1993 and will in the same way make all reasonable efforts to keep the Leased Land free from pests and noxious vermin; and

10.2.4 removing any externally visible graffiti on the Leased Land within five (5) Working Days of any defacement occurring.

10.3 **Climate Change Response Act 2002:** The Lessee acknowledges the land within the Reserve (lot 75 DP 579 held in RT WN104/58) is subject to a Notice pursuant to Section 195(2) of the Climate Change Response Act 2002 (Instrument 9205541.1) specifying that part of the land in that title is pre-1990 forest land under the Climate Change Response Act 2002.

10.4 **Plantations and Trees in General:** The ownership and property in all trees growing on the Reserve shall be vested in and remain vested in Council. The Lessee will not without the prior written consent from the Council, fell, remove, or destroy any tree.

The Lessee is responsible for carry out usual and normal maintenance work, trimming of trees or shrubs, removal of dead branches, trees or shrubs and standard work of a silvicultural nature within the Leased Land. Any tree work must only be undertaken by a qualified arborist. The Lessee may with the prior written consent of the Council plant new trees on the Leased Land in places approved by the Council in writing.

10.5 **Fencing Act:** The Council shall have no liability to contribute to fencing for the purposes of the Fencing Act 1978.

11 INSPECTIONS

11.1 **Council's Right to Inspect:** The Lessee must allow the Council, or any person authorised by the Council, at all reasonable times on to the Leased Land to inspect the Leased Land and view its condition and for all other proper and lawful purposes. The Council will give twenty-four (24) hours' notice of inspection except in the case of emergency (being where entry onto the Leased Land is necessary in circumstances of danger to life or property) in which case the Council may enter the Leased Land without notice but will give notice to the Lessee within seventy-two (72) hours following entry onto the Leased Land.

11.2 **Notice to Repair or Obtain Approvals:** If the Council gives the Lessee notice of failure to do repairs, or obtain approvals required by this Lease, the Lessee must carry out work or obtain approvals with all speed and complete the work in a diligent and workmanlike manner.

11.3 **Failure to Comply with Notice:** If the Lessee fails to comply with clause 11.2 or the approvals are not granted then without prejudice to the Council's other rights and remedies expressed or implied, the Council (and/or its employees and contractors), is entitled to enter the Leased Land together with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergency) and carry out the work and remove or make good unauthorised work and the

Lessee must pay the Council for the cost of that work on demand, together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

11.4 **Council's Right to Enter to Remove Trees:** the Council, having first given to the Lessee not less than 10 days' notice in writing (except in the case of emergency), hereby reserves the right from time to time and at all times, where justified or required for safety or conservation purposes, by its servants, agents and workmen to enter upon the Leased Land to cut, fell, remove or destroy any tree or shrub growing on the Leased Land and to replace any such tree or shrub by replanting PROVIDED HOWEVER that the Lessee shall not be liable to repair or make good any damage to fencing or other improvements upon the Leased Land which may be caused by operations of the Council its servants, agents or workmen and any such damage shall be immediately repaired by the Council.

12 INSURANCE, RISK, INDEMNITY AND TAXATION

12.1 **Lessee to Insure Buildings:** The Lessee will at all times during the Term of the Lease insure and keep insured the Leased Land to their full replacement value against the Insured Risks with such insurance being acceptable to the Council and in the joint names of the Lessee and Council if required by the Council. The Lessee is responsible for payment of any insurance excess imposed in respect of any claim, and all insurance premiums payable for the Leased Land. The Council and the Lessee acknowledge that the existing buildings that form part of the Leased Land have been erected and paid for by the Lessee. The parties each agree and covenant that any insurance monies which may hereafter be received, arising from any damage or destruction to the buildings, will be applied in the reinstatement or repair of such buildings.

12.2 **Lessee's Public Liability Insurance:** During the Term of the Lease, the Lessee will at its own cost keep at all times with a respectable insurance company in the joint name of the Council and the Lessee for their respective rights and interests public risk insurance applicable to the Leased Land and the activities carried on, in, or from the Leased Land for an amount not less than the Minimum Public Risk Insurance Cover set out in the Reference Schedule or such other amount as the Council may from time to time reasonably require.

12.3 **Lessee's Contents Insurance:** The Lessee will be responsible for arranging its own contents insurance.

12.4 **Lessee Proof of Insurance Cover:** The Lessee must, if required, produce to the Council copies of all insurance policies and a certificate of currency of insurance for each of those policies effected by the Lessee under clauses 12.1, 12.2 and 12.3 and proof of payment for those insurance policies. The Lessee must ensure the Council is noted on any insurance policy for the buildings on the Leased Land as an interested party in its capacity as owner of the Leased Land.

12.5 **Lessee Not to Void Insurance:** The Lessee must not allow anything to be done on the Leased Land that would result in any insurance policy covering the risk of loss or damage to the Leased Land becoming void or voidable.

12.6 **Risk:** The Lessee uses the Leased Land at its risk and releases, to the full extent permitted by law, the Council, its employees and agents from all liabilities, claims and demands of any kind which may arise in respect of any accident, damage, injury or loss suffered by any person or property in or about the Leased Land, or in connection with the Lessee's use of the Leased Land.

12.7 **Lessee Indemnifies Council:** Notwithstanding clause 12.6, the Lessee indemnifies the Council against all costs, claims and demands in respect of injury or damage resulting from any act or omission of the Lessee or any member, employee or invitee of the Lessee or any other person using the Leased Land.

12.8 **Section 271 Property Law Act 2007:** For the purposes of section 271 of the Property Law Act 2007, the Lessee acknowledges and agrees that:

12.8.1 **Land not insured:** the Council has not insured the Reserve against destruction or damage arising from flood, fire, explosion, lightning, storm, earthquake or volcanic activity; and

12.8.2 **Lessee to make good**: the Lessee, subject to the provisions of section 271(2)(a)-(c) of the Property Law Act 2007, will meet the cost of making good any destruction or damage to the Reserve and indemnifies the Council against the cost of doing so should the Lessee default in that obligation.

12.9 **Taxation:** Each party is solely responsible and liable for the taxation position it takes in respect of any amount it has paid or received or that it is required to pay or to receive pursuant to this Lease, and no party makes any representation or warranty or is otherwise liable to any other party as to the appropriate taxation position in respect of any amount paid or received or payable or receivable pursuant to this Lease.

13 DAMAGE TO OR DESTRUCTION OF LEASED LAND

13.1 **Building to be Reinstated:** In the event of the destruction of or damage to any of the buildings on the Leased Land, the Lessee will apply all insurance monies received in respect thereof in the reinstatement or repair of the building so destroyed or damaged.

14 ASSIGNMENT, SUBLETTING AND HIRING OUT

14.1 **No Assignment:** The Lessee must not assign, sublease, mortgage, charge, or part with possession of the Leased Land or any part of the Leased Land without the prior consent in writing of the Council. The Council shall not be required to consent to any mortgage, charge, assignment or parting with possession unless in the opinion of the Council such mortgage, charge, assignment or parting with possession is in the interest of all persons desiring to use the Leased Land.

14.2 **Deemed Assignment:** To avoid doubt, if the Lessee is a charity, an incorporated society or an association or trust (whether incorporated or not), any amalgamation, or any change in the Lessee's constitution or rules which affects the objects or purposes of the Lessee, will be deemed to be an assignment of this Lease.

14.3 **Hiring Out:** Notwithstanding clauses 3.1 and 14.1, the Lessee may, with the prior written consent of the Council, obtained on each occasion, let out or hire the Leased Land or any part of the Leased Land to a responsible and respectable person or persons or organisation (determined by the Council at its sole discretion) for indoor sports, games or recreational activities or in special circumstances for recreation or activities directly associated with indoor recreation provided it has a community and/or cultural interest. The consent of the Council under this clause may be granted or withheld in its absolute discretion.

14.4 **Conditions:** Without limiting the grounds on which the Council may withhold consent under clause 14.4, the Council may, as a condition of any consent, require that:

14.4.1 the use of the Leased Land is in compliance with the Required Use, the Reserves Act, Management Plan or Policy if any; and

14.4.2 the Lessee be solely responsible at its own cost, for satisfying all regulatory requirements in respect of the proposed use; and

15 REMOVAL OF BUILDINGS/IMPROVEMENTS

15.1 **No Removal:** The Lessee must not pull down or remove any buildings or improvements on the Leased Land without first obtaining the written consent of the Council.

15.2 **Reinstatement, if Required by Council:** If the Council has authorised any Building Work during the Term the Lessee will, if required by the Council, prior to expiry of the Term, restore the Leased Land to the state it was in prior to the work being carried out, making good any damage caused to the Leased Land by removal of any such works.

15.3 **No Compensation on Cancellation:** At the end of this Lease, whether by expiry of the Term, breach of condition or otherwise, the Leased Land together with all buildings and improvements will revert to the Council without any compensation whatsoever being payable to the Lessee by the Council.

15.4 **Chattels:** Upon re-entry by the Council, any chattels in the apparent possession of the Lessee remaining on the Leased Land will revert to the Council and the Council may deal with them as it determines and will not be answerable for any loss resulting from the exercise of the power of re-entry.

16 COUNCIL'S RIGHT TO CANCEL OR VARY

16.1 **Council's Right to Cancel:** If at any time after making any enquiries as the Council thinks fit, and giving the Lessee an opportunity of explaining the usage of the Leased Land and the membership of the Lessee's organisation, the Council is of the opinion (acting reasonably and in good faith) that:

16.1.1 the Leased Land is not being used or sufficiently used for the Required Use; or

16.1.2 membership of the Lessee's organisation is declining to a level where it cannot function or remain sustainable;

then the Council may cancel this Lease by not less than six (6) months written notice.

16.2 **Leased Land Required for Other Use:** If in the opinion of the Council, in the public interest the Leased Land or any part of it could be better used for any other purpose, the Council may cancel or vary this Lease by giving the Lessee not less than six (6) months written notice.

16.3 **Cancellation Notice Period:** If the Council wishes to exercise its right to cancel the Lease under clause 16.2, it must first give the Lessee three (3) months written notice of its intention to invoke clause 16.2 (**Notice Period**). During the Notice Period, the Council will discuss with the Lessee the Council's reason for exercising its right to cancel the Lease under clause 16.2.

16.4 **Management Plan:** If at any time changes are proposed to be made to the Reserves Act or Management Plan which means that the Leased Land will not be used in compliance with the Reserves Act or Management Plan the Council may cancel or vary this Lease by giving not less than 6 months' notice.

16.5 **Variation:** Where the Council gives notice of variation of this Lease pursuant to clause 16.2 or 16.4 and such variation materially affects the provisions of this Lease or the Lessee conducting the Required Use the Lessee may not less than 3 months prior to the variation coming into effect cancel this Lease by giving not less than 3 months' notice to the Council.

16.6 **Grounds for Cancellation:** The Council (in addition to the Council's right to apply to the Court for an order for possession) may cancel this Lease by re-entering the Leased Land at the time or any time after:

16.6.1 the Lessee fails to pay any instalment of the Rent for ten (10) Working Days after the due date to pay and the Lessee has failed to remedy that breach within ten (10) Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007; or

16.6.2 the Lessee fails to observe or perform any obligation under this Lease (other than the covenant to pay Rent) and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007; or

16.6.3 the Lessee:

(a) becomes insolvent;

(b) goes into bankruptcy, statutory management, voluntary administration, receivership or liquidation or is about to go into bankruptcy or liquidation;

(c) is wound up, dissolved or becomes defunct;

(d) where it is a charity, incorporated society, or an association or trust (whether incorporated or not) implements a change in the Lessee's constitution or rules which affects the objects or purposes of the Lessee; or

16.6.4 the Council determines it necessary to cancel the Lease in accordance with clause 16.1 or 16.2 or 16.4.

16.7 **Council's Option to Remedy Lessee's Default:** The Council may, without being under any obligation to do so, remedy, at the Lessee's cost, any default by the Lessee under this Lease.

16.8 **No Compensation:** The Council shall not be called upon or be liable to pay any compensation to the Lessee in respect of any cancellation of this Lease or for any consequence that may flow from cancellation of this Lease.

17 DISPUTE RESOLUTION

17.1 **Negotiation or Mediation:** Except for those provisions where the Council has a discretion contained in clauses 1.2, 2.3, 14.4, 15.4, 16.1 and 16.2 or 16.4 if any dispute arises between the Council and the Lessee concerning this Lease, the parties will try in good faith to settle the matter by negotiation, and if that is unsuccessful by mediation.

17.2 **Minister:** If the dispute cannot be settled by negotiation or mediation, then the dispute will be decided upon by the Minister or the Minister's delegate, if the Minister is required under the Reserves Act to decide the matter, and in any other case the dispute will be referred to arbitration.

17.3 **Referral to Arbitrator:** The dispute will be referred to a sole arbitrator if the parties agree upon one, and if not, then the dispute will be referred to an arbitrator appointed by the then President or Vice President of the New Zealand Law Society.

17.4 **Award Final:** The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

18 COUNCIL AS LAND OWNER, NOT REGULATORY AUTHORITY

18.1 **Council as Land Owner**: The Council has signed this Lease in its non-regulatory capacity as land owner and administering body. This Lease does not bind the Council in its capacity as a regulatory authority in any way, and any consent or agreement the Council gives under this Lease is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this Lease. The Council will not be liable to the Lessee or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that the Lessee or any other party seeks for any purpose associated with this Lease.

19 IMPLIED PROVISIONS

19.1 **Land Transfer Act 2017**: The covenants and provisions implied in leases by the Land Transfer Act 2017 will apply to this Lease except to the extent they are inconsistent with the terms of this Lease.

19.2 **Property Law Act 2007:** The covenants and powers contained in clauses 4, 5, 6, 9, 11 and 12 of Part 2 and Clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.

19.3 **Reserves Act:** The covenants and provisions required to be included in this Lease by the Reserves Act will apply to the extent that they are not expressly included in the terms of this Lease.

20 COMPLIANCE

20.1 **Lessee Must Comply:** The Lessee must comply with all Acts, Regulations, By-laws, District and Regional Plan Rules, the Management Plan and Policy (if any) as they affect the Leased Land, including the terms of any licence to sell or supply alcoholic beverages from the Leased Land.

20.2 **Council's Requests**: The Lessee will at all times comply with any lawful request of the Council with regard to the use of the Leased Land and Shared Access Land.

21 NOTICES

21.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served:

21.1.1 **Section 245 or 246 of the Property Law Act:** in the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act 2007; and

21.1.2 **Other Cases:** in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007;

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email.

21.2 **Time of Service:** In respect of the means of service specified in clause 21.1.2(b)) any notice or other document will be treated as given or served and received by the other party:

21.2.1 **Personal Delivery:** when received by the addressee;

21.2.2 **Post:** three (3) Working Days after being posted to the addressee's last known address in New Zealand; or

21.2.3 **Email:** on completion of an error free transmission.

21.3 **Signature of Notices**: Any notice or document to be given or served under this Lease must be in writing and may be signed by:

21.3.1 **Party:** the party giving or serving the notice;

21.3.1 **Attorney:** any attorney for the party serving or giving the notice; or

21.3.2 **Authorised Person:** the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

22 COSTS

22.1 **Lessee to pay Council's Costs:** The Lessee must pay all legal costs, and expenses for the preparation and completion of this Lease and any variation of it (if any), and any deed of renewal and/or rent

review, and all costs incurred by the Council of and incidental to the enforcement or attempted enforcement of the Council's rights, remedies and powers under this Lease.

22.2 **Costs:** The Lessee must pay all of the Council's reasonable costs incurred in considering any request by the Lessee for the Council's consent to any matter contemplated by the Lease.

23 DELEGATION OF MINISTER'S CONSENT

23.1 **Delegation of Minister's Consent:** The Lessee acknowledges that, pursuant to an Instrument of Delegation from the Minister of Conservation to territorial authorities dated 12 June 2013, the Council is able to exercise the Minister's powers to consent to the grant of this Lease, and a separate consent from the Minister is not required.

24 COUNCIL'S CONSENT

24.1 **Consent required on each occasion:** The Council's consent under this Lease is required for each occasion even if the Council has given a consent for the same or a similar process on an earlier occasion.

24.2 **Consent not to be unreasonably withheld:** If this Lease states that the Council's consent is required for anything done or proposed to be done, then unless otherwise stated in each case, the Council:

24.2.1 must not unreasonably withhold consent; and

24.2.2 must within a reasonable time of the Council's consent being requested:

(a) grant that consent; or

(b) notify the Lessee in writing that the consent is withheld.

25 MARTINBOROUGH GOLF CLUB INCORPORATED LEASE

25.1 **Martinborough Golf Club Incorporated ("Golf Club") Lease:** The Lessee acknowledges that the Lessor is party to a Lease with the Golf Club dated 3 May 2022 in respect of the Golf Course and that the Golf Course does not form part of this lease.

25.2 **Shared Access to Leased Land:** The Lessee acknowledges that in order for the Golf Club members to access the Golf Club and Golf Course, the members and visitors of the Lessee will share access to the Leased Land over the Shared Access Land with the members and visitors of the Golf Club. The Lessee and the Golf Club will between themselves be responsible for making any such arrangements for the shared use of access, parking or other facilities as may properly be appropriate to the situation from time to time.

25.3 **Septic Tank:** The Lessee acknowledges that the Lessee and the Golf Club share the use of a septic tank and the Lessee agrees any matters relating to the shared use of the septic tank shall be dealt with by the Lessee and the Golf Club directly.

25.4 **Disputes**: The Lessee shall take into account and where practicable follow any of the Council's reasonable directions with regard to the Lessee and the Golf Club's use of the Shared Access Land and the Septic Tank or the relationship between the Lessee and the Golf Club including if there is any dispute between the Lessee and the Golf Club.

26 GENERAL

26.1 **Partial Invalidity:** If any provision of this Lease is or becomes invalid or unenforceable, that provision will be deemed deleted from this Lease. The invalidity or unenforceability of that provision will not affect the other provisions of this Lease, all of which will remain in full force and effect to the extent

permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

26.2 **Remedies:** The rights, powers and remedies provided in this Lease are cumulative and are in addition to any right, powers or remedies provided by law.

26.3 **Entire Agreement:** This Lease records the entire understanding and agreement of the parties relating to the matters dealt with in this Lease. This Lease supersedes all previous understandings or agreements (whether written, oral or both) relating to such matters. The Lessee acknowledges that it has either taken, or has been given the opportunity to take, independent legal advice about the nature, effects and obligations of this Lease, before signing it.

26.4 **Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this Lease.

26.5 **Waiver:** Any waiver by a party of any of its rights or remedies under this Lease will be effective only if it is recorded in writing and signed by that party. If the waiver relates to a breach of any provision of this Lease, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this Lease at any time by a party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this Lease.

26.6 **Counterparts:** This Lease may be signed in counterparts. All executed counterparts will together constitute one document.

26.7 **Copies:** Any copy of this Lease that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this agreement) may be relied on by any party as though it were an original copy of this Lease. This Lease may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.

26.8 **Amendment:** No amendment to this Lease will be effective unless it is in writing and signed by each party.

27 INTERPRETATION

In this deed unless the context indicates otherwise:

27.1 **Definitions**:

"**Building Warrant of Fitness**" means the building warrant of fitness and any associated reports as required by sections 108 and 110 of the Building Act 2004;

"**Building Work**" means work for or in connection with the construction, alteration, demolition or removal of a building or any fixtures or improvements and includes earthworks preparatory to or associated with that construction, alteration, demolition or removal and any work of a structural or retaining nature, and services associated with that work;

Council means South Wairarapa District Council in its capacity as land owner and administering body under the Reserves Act;

"**District Plan**" means the Operative Wairarapa Combined District Plan prepared under the Resource Management Act.

"**Golf Club**" means Martinborough Golf Club;

"**Golf Course**" means the Martinborough golf course operated by the Martinborough Golf Club being the Reserve owned by the Council contained in certificate of title WN103/58, legally described as Lot 75 Deposited Plan 579 and known as the Martinborough Golf Course ("Golf Course") not including the Leased Land and the Shared Access Land and edged green on the Plan attached at Schedule 1 of this Lease;

"**GST**" means the goods and services tax imposed by the Goods and Services Tax Act 1985 and includes any tax levied in substitution of such tax;

"**Insured Risks**" means loss, damage or destruction resulting from fire, flood, explosion, lightning, storm, earthquake and volcanic activity and any other risks which the Lessee is reasonably required to be insured against (or has covenanted with the Council to be insured against);

"**Lease**" means this deed of lease;

"**Leased Land**" means the land defined in the Reference Schedule and includes any buildings located on the Leased Land;

"**Lessee**" means the Lessee set out on page 1;

"**Management Plan**" means any Management Plan prepared under section 41 of the Reserves Act for the Reserve;

"**Minister**" means the Minister of Conservation;

"**Outgoings**" includes:

(a) All general and special rates (but not including general rates relating to the Squash Courts or the Leased Land), water rates, sewerage, rubbish collection and recycling charges and other charges for the Leased Land including the Building Warrant of Fitness (if any);

(b) all charges for electricity, gas, telephone, and any other service or utility charges for the Leased Land;

(c) New Zealand Fire Service charges for all fire detection and fire fighting equipment and related maintenance for the Leased Land;

(d) any other costs, expenses or charges related to the Leased Land and Required Use that are not the specific responsibility of the Council under this Lease.

"**Policy**" means any Leases Policy for Community and Recreation Groups and includes any social or recreational strategy prepared by the Council and in place from time to time;

"**Reserve**" means the reserve the Leased Land are located on being all that 40.9390 ha (more or less) legally described as lot 75 DP 579 held in record of title WN103/58 (attached), classified as Public Recreational Reserve pursuant to section 5 of the Reserves and other Lands Disposal Act 1946 and vested in Council as such being subject to the Public Reserves Domains and National Parks Act 1928 (now the Reserves Act 1977);

"**Reserves Act**" means the Reserves Act 1977;

"Shared Access Land" means that area shown coloured blue on the plan attached in Schedule One of this Lease;

"Squash Club" means Martinborough Squash Rackets Club;

"Squash Courts" means the building owned and operated by the Martinborough Squash Rackets Club on the Leased Land; and

"Working Day" has the meaning given to it by the Property Law Act 2007.

27.2 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

27.3 **Parties:** references to parties are references to parties to this deed;

27.4 **Persons:** references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality, and words importing one gender will include the other genders;

27.5 **Plural and Singular:** words importing the singular number will include the plural and vice versa;

27.6 **Statutes and Regulations:** references to any statutory provision will include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

SCHEDULE ONE
PLAN SHOWING SQUASH COURTS AND SHARED ACCESS



Area marked in blue represents the Shared Access Area

Area marked in red represents the Squash Court Building

22

PLAN SHOWING SQUASH COURTS



Area marked in blue represents the Shared Access Area

Area marked in red represents the Squash Court Building

PLAN SHOWING LEASED LAND IN CONTEXT OF GOLF COURSE



April 20, 2021

1:5,500

0 62.5 125 250 Metres

☐ Masterton Property

☐ Carterton Property

☐ South Wairarapa Property

DISCLAIMER
The Masterton, Carterton, and South Wairarapa District Councils accept no responsibility for actions or projects undertaken or loss or damages incurred, by any individuals or company, or agency, using all or any of the information presented on this map. The Councils do not provide interpretation of this information or advice on how to interpret, or utilise this information. Your own independent and appropriate professional advice should be sought. The information displayed on this map may contain errors or omissions or may not have the spatial accuracy required for some purposes.

Area marked in blue represents the Shared Access Area

Area marked in red represents the Squash Court Building

Area edged green represents the Golf Course

9.2 PRIVATE PLAN CHANGE REQUESTS AND THE STATUS OF THE PROPOSED WAIRARAPA COMBINED DISTRICT PLAN

Author: **Courtenay Isherwood, Manager, Planning**

Authoriser: **Clare Barton, Group Manager, Planning and Regulatory**

File Number:

Applicant:

Owner:

Proposal:

Location:

PURPOSE

The purpose of this report is to outline issues with not being able currently to accept private plan change requests and to seek direction on how to manage the status of the Proposed Wairarapa Combined District Plan (PWCDP).

EXECUTIVE SUMMARY

Council officers have recently received two requests for private plan changes. Council officers have concluded that any private plan change request cannot be processed under Schedule 1 of the Resource Management Act 1991 while the Proposed Wairarapa Combined District Plan remains inoperative. Clause 21 of Schedule 1 of the Resource Management Act only enables a private plan change to be requested if the district plan is operative.

Four options for managing this issue are outlined in this paper. There are 8 appeals to the District Plan that are currently being resolved to enable sign off by the Environment Court however, it is anticipated this will take a minimum of 6 months. Officers recommend working with Carterton and Masterton District Councils to achieve agreement on making the Plan partially operative – for the parts not subject to appeal. This will enable private plan changes to be made to any of the Wairarapa Councils.

RECOMMENDATIONS

That *Council*

1. Receives the report *"Private Plan Change Requests and the Status of the Proposed Wairarapa Combined District Plan"*.
2. Directs officers to engage with Carterton District Council and Masterton District Council to get agreement to make the parts of the Proposed Wairarapa Combined District Plan, not subject to appeal, operative.
3. Agrees to progress making the parts of the Proposed Wairarapa Combined District Plan, not subject to appeal, operative.

BACKGROUND

Appeals on parts of the PWCDP remain unresolved. Officers have considered the implications of the unresolved appeals and have determined private plan change requests cannot be processed under Schedule 1 of the Resource Management Act 1991. Officers consider the provisions of the PWCDP not subject to appeal should be made partially operative. That will enable private plan change requests to be received.

Further complicating this issue is the likelihood that, under the current transition arrangements, private plan changes under the Resource Management Act 1991 will need to be notified before 1 January 2028. This creates a degree of urgency for Council to determine a consistent approach to plan operability and the processing of private plan change requests, providing certainty for both applicants and the Council.

As the PWCDP is a jointly prepared district plan, South Wairarapa District Council officers have advised Carterton District Council and Masterton District Council of the issue and the officers' view regarding the need for partial operability. Officers consider there is merit in adopting a coordinated and consistent approach across the three councils given the implications for the implementation of the PWCDP and the potential for future private plan change requests across the Wairarapa.

DISCUSSION

There are four potential options which are considered further below.

Option 1: Seek a joint decision with Carterton and Masterton District Councils regarding partial operability of the parts of the Proposed Wairarapa Combined District Plan not subject to appeal.

Advantages

- Maintains consistency across the jointly prepared district plan framework.
- Reduces governance and implementation risks through a coordinated approach.
- Ensures the three councils take a common position on a matter affecting the operation of the PWCDP.
- Provides greater certainty for current and future private plan change applicants across the Wairarapa.
- Supports the collaborative governance arrangements under which the PWCDP was developed.

Disadvantages

- May result in some delay while agreement is reached between the three councils.
- Requires additional coordination and reporting across councils and additional costs.

Option 2: South Wairarapa District Council independently pursues partial operability of the PWCDP

Advantages

- May enable the current private plan change request to be progressed more quickly.

- Allows South Wairarapa District Council to determine its own preferred course of action without requiring agreement from the other councils.

Disadvantages

- Could create inconsistency within the PWCDP framework.
- May result in different approaches being taken by each council to the same issue.
- Increases governance and implementation risk.
- May create uncertainty for applicants and submitters across the Wairarapa.
- Could undermine the intent of a coordinated joint district plan.
- Will impose additional costs on the Council.

Option 3: Take no action and await resolution of all appeals before the Proposed Wairarapa Combined District Plan and make the Plan fully operative

Advantages

- Avoids the need to consider partial operability while appeals remain active.
- Allows all appeal processes to conclude before further plan changes are considered.
- Requires no immediate governance action by Council.
- Reduces the costs to Council.

Disadvantages

- Would result in further delays for any private plan change requests.
- May limit Council's ability to respond to growth and development opportunities in the interim.
- Creates uncertainty for landowners, developers, and communities seeking planning outcomes through private plan changes.
- May increase costs and delays for applicants.

Option 4: Applicants progress by way of a resource consent application rather than a private plan change

Advantages

- Provides an alternative pathway for the applicant to seek approval for a specific development proposal.
- Focuses assessment on the particular site and proposal.
- Does not require amendments to the district plan.
- Reduces the cost for Council.

Disadvantages

- May not enable the scale or form of development anticipated by the applicant.
- Does not provide a long-term planning framework for future development of the land.

- Does not address the underlying issue regarding the operative status of the PWCDP provisions.
- May result in further consenting processes being required in the future.

CONSIDERATIONS

Financial

Progressing **option 1,** to enable the PWCDP to be made operative in part, will result in some additional costs to the overall development of the PWCDP as essentially the Plan is being made operative twice. An estimate of additional costs will be in the order of $10,000. Given the impact of not having an operative District Plan on development it is considered this cost is reasonable.

CONCLUSION

Officers recommend **Option 1**, seeking a joint decision with Carterton District Council and Masterton District Council regarding the partial operability of the relevant PWCDP provisions.

Officers consider the issue affects all three councils and is likely to arise more frequently given the increasing number of private plan change requests being received across the Wairarapa. As the PWCDP was developed as a single integrated planning framework, there is significant value in the councils adopting a consistent position on whether, and how, the relevant provisions should be made partially operative. A coordinated approach will provide greater certainty for applicants, landowners, decision-makers, and the community. It will also reduce the risk of inconsistent implementation of the PWCDP across district boundaries and establish a consistent pathway for the consideration of future private plan change requests.

Officers note that applicants may continue to progress technical work through the Council's pre-application process while the issue of plan operability is being resolved. This enables planning, infrastructure and other technical matters to be identified and addressed early, helping to refine proposals and reduce potential issues. Should the relevant provisions become partially operative, or once the PWCDP becomes fully operative, applicants will be able to lodge a more complete application, supporting more efficient processing by both the applicant and Council.

COMPLIANCE SCHEDULE

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,

a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and

b) Assess the options in terms of their advantages and disadvantages; and

c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.

2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

Compliance requirement	**Staff assessment**

State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	Low significance. Whilst there may be community interest overall the significance is low.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the Long Term Plan) that relate to this decision.	This report complies with Resource Management Act 1991 and Local Government Act 2002.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.	No specific impacts on Māori interests have been identified beyond those common to all land in New Zealand.
Chief Financial Officer review	The budget has been discussed with the Chief Financial Officer and budget will be made available to resource the estimated $10,000.
State the possible implications for health and safety	No health and safety implications have been identified.

APPENDICES

Nil

9.3 WITHDRAWAL OF FAULT HAZARD AREA – 139, 155 AND 157 TE MAIRE ROAD

Author: **Courtenay Isherwood, Manager, Planning**

Authoriser: **Clare Barton, Group Manager, Planning and Regulatory**

File Number: **N/A**

Applicant:

Owner:

Proposal:

Location:

PURPOSE

The purpose of this report is to recommend that the Fault Hazard Area on the properties at 139, 155 and 157 Te Maire Road, Kahutara be withdrawn from the Proposed Wairarapa Combined District Plan under Clause 8D, Schedule 1 of the Resource Management Act 1991.

EXECUTIVE SUMMARY

The Fault Hazard Area on the properties at 139, 155 and 157 Te Maire Road mapped in the Proposed Wairarapa Combined District Plan was based on GNS Science active fault mapping commissioned for district planning purposes. Subsequent site-specific investigations initiated by the landowners and prepared by Ian R Brown Associates Ltd and independently peer reviewed by ABuild Consulting Engineers Ltd conclude there is no evidence of active faulting affecting the property within the timeframe relevant to district plan hazard management. Hamish Wesney, a consultant planner from Boffa Miskell has prepared a Recommendation Report (Appendix 1) based on these site-specific investigations and peer review. Mr Wesney in his report has outlined the background to these investigations and discussed options to either withdraw the fault hazard area or retain the fault hazard area in the Proposed Wairarapa Combined District Plan. The report considers this more detailed information justifies refinement of the district-wide mapping and outlines the Fault Hazard Area mapped on the properties at 139, 155 and 157 Te Maire Road be withdrawn from the Proposed Wairarapa Combined District Plan under Clause 8D, Schedule 1 of the Resource Management Act 1991. Council Officers agree.

RECOMMENDATIONS

Officers recommend the Council:

1. Receives the report "Withdrawal of Fault Hazard Area – 139 Te Maire Road".
2. Resolves, pursuant to Clause 8D, Schedule 1 of the Resource Management Act 1991, to withdraw the Fault Hazard Area mapped on the properties at 139, 155 and 157 Te Maire Road, Kahutara (legally described as Lots 1 – 3 DP 613062) from the Proposed Wairarapa Combined District Plan.
3. Directs officers to publicly notify the withdrawal and the reasons for the withdrawal in accordance with Clause 8D of Schedule 1 of the Resource Management Act 1991.

4. Directs officers to amend the Proposed Wairarapa Combined District Plan maps and associated planning documents to remove the Fault Hazard Area from 139, 155 and 157 Te Maire Road following the public notification of the withdrawal.

BACKGROUND

The Proposed Wairarapa Combined District Plan Maps shows a Fault Hazard Area associated with the Te Maire Fault on the property at 139 Te Maire Road (refer Figure 1 below). The owners of the property have recently subdivided the property into three lots (creating new properties with the addresses of 155 and 157 Te Maire Road). The owners seek to have the Fault Hazard Area associated with the Te Maire Fault removed from these properties.



Figure 1: Fault Hazard Area (orange area) on 139, 155 and 157 Te Maire Road (red outline)

OPTIONS

Given these circumstances, two options have been identified.

Option 1: Withdraw the Fault Hazard Area.

Option 2: Retain the Fault Hazard Area.

Specific detail on these options is contained in the report in Appendix 1.

CONCLUSION

Officers consider the new site-specific evidence justifies refinement of the district-wide mapping and recommend withdrawal of the Fault Hazard Area from this property (Option 1).

The withdrawal process involves Council giving public notice of the withdrawal and including the reasons for the withdrawal. Following Council's decision to withdraw the provision and public notification of that withdrawal, the Proposed District Plan maps would be updated to remove the Fault Hazard Area overlay from the subject property.

Officers do not consider that withdrawal of the Fault Hazard Area from 139, 155 and 157 Te Maire Road establishes a precedent for the withdrawal of other Fault Hazard Areas or other overlays from the Proposed Wairarapa Combined District Plan. This recommendation is based on the specific circumstances of this property, including the availability of detailed site-specific geological investigations and an independent peer review that both conclude the mapped Fault Hazard Area is not supported by the available evidence. The withdrawal mechanism under Clause 8D of Schedule 1 is intended to address situations where new information demonstrates that provisions or mapping should no longer form part of a proposed plan. Each request must therefore be considered on its own merits and supported by appropriately qualified technical evidence.

Officers also note the ability to withdraw provisions from a proposed plan under Clause 8D is limited to the period before the Proposed Wairarapa Combined District Plan is made operative. Once the plan becomes operative, amendments to planning maps and provisions would generally need to occur through a plan change process. As such, the circumstances under which a withdrawal request can be considered are both fact-specific and time-limited.

COMPLIANCE SCHEDULE

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,

a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and

b) Assess the options in terms of their advantages and disadvantages; and

c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.

2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

Compliance requirement	**Staff assessment**
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is a matter of low significance as it relates to a single property.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the	This report complies with Resource Management Act 1991 and Local Government Act 2002.

Long Term Plan) that relate to this decision.	
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.	No specific impacts on Māori interests have been identified. The decision relates to the accuracy of a mapped natural hazard overlay affecting private land and does not affect identified sites, waahi tapu, or statutory acknowledgements.
Chief Financial Officer review	No financial implications have been identified, and CFO review was not considered necessary.
State the possible implications for health and safety	The decision concerns the accuracy of a planning hazard overlay. The supporting technical evidence concludes there is no active fault hazard affecting the property. No additional health and safety implications have been identified.

APPENDICES

Appendix 1 **Recommendation Report for Withdrawal of Fault Hazard Area at 139 Te Maire Road, Hamish Wesney- Boffa Miskell, dated August 2026**

Appendix 2 **139 Te Maire Road- IBRA- Fault Hazard Assessment**

Appendix 3 **139 Te Maire Road - ABuild Peer Review of Fault Hazard Assessment**

SOUTH WAIRARAPA DISTRICT COUNCIL
Kia Reretahi Tātau

South Wairarapa District Council
Kia Reretahi Tātau

Meeting Date: 1 October

Author: Hamish Wesney
Authoriser: Clare Barton

Recommendation Report- Withdrawal of Fault Hazard Area – 139, 155 and 157 Te Maire Road

1. Purpose

The purpose of this report is to recommend that the Fault Hazard Area on the properties at 139, 155 and 157 Te Maire Road, Kahutara be withdrawn from the Proposed Wairarapa Combined District Plan under Clause 8D, Schedule 1 of the Resource Management Act 1991.

2. Background

The Proposed Wairarapa Combined District Plan Maps shows a Fault Hazard Area associated with the Te Maire Fault on the property at 139 Te Maire Road (refer Figure 1 below). The owners of the property have recently subdivided the property into three lots (creating new properties with the addresses of 155 and 157 Te Maire Road). The owners seek to have the Fault Hazard Area associated with the Te Maire Fault removed from these properties.

The Fault Hazard Area affecting 139, 155 and 157 Te Maire Road is derived from the active fault mapping undertaken by GNS Science in its report Active Fault Mapping for the South Wairarapa, Carterton and Masterton Districts (Consultancy Report 2021/117), which was commissioned specifically to support district plan hazard mapping. The fault mapping contained within the Proposed Wairarapa Combined District Plan was based on the best information available to Council at the time and appropriately relied on the findings and recommendations of that report. The report recommended that the mapped active faults, Fault Avoidance Zones and Fault Awareness Areas be used to inform planning decisions and district plan provisions. Accordingly, the mapped Fault Hazard Areas in the Proposed District Plan reflect the Fault Avoidance Zones identified in this GNS Science Report.



Figure 1: Fault Hazard Area (orange area) on 139, 155 and 157 Te Maire Road (red outline)

3. Discussion

The GNS Science mapping was undertaken at a district-wide scale using LiDAR and other available geological information. The report acknowledges that there is inherent uncertainty in identifying and locating active fault traces and that the level of confidence varies depending on the quality and nature of the available evidence. The report notes that uncertainty may arise from limitations in surface expression, erosion, burial of fault features, mapping accuracy, and uncertainty regarding whether particular landforms are of tectonic origin. The GNS Science report specifically identifies the Te Maire Fault as having a Recurrence Interval Class III classification with low confidence and notes that many fault classifications and locations are preliminary and may be refined through further investigation.

The GNS Science report also recognises that fault mapping is subject to refinement as more detailed investigations become available. In particular, the report distinguishes between district-wide planning mapping and detailed site-specific investigations and recommends further investigation in areas where greater certainty is required. Accordingly, refinement of mapped fault locations through site-specific geotechnical and geological assessment is an anticipated outcome of the active fault mapping framework and does not undermine the appropriateness of the original district-wide mapping.

Ian R Brown Associates Ltd were engaged by the landowner to review the Fault Hazard Area on the properties at 139, 155 and 157 Te Maire Road. The review concluded that

the active fault line traces that informed the mapped Fault Hazard Area do not represent active faults.

ABuild Consulting Engineers Limited completed a peer review of the Ian R Brown Associates Ltd report. The purpose of the peer review was to independently assess the findings of and conclusions of the original report. ABuild Consulting Engineers found that there is no clear evidence of fault activity at 139, 155 and 157 Te Maire Road within the timeframes relevant to the definition of active surface processes[1]. ABuild Consulting Engineers comment that while the available evidence does not indicate active surface faulting at the site within the relevant planning timeframe, there is always the potential for longer recurrence interval faulting. However, the potential for this is no greater for this property than any of the surrounding properties. Based on the available evidence, including the absence of any observable surface expression of faulting, ABuild Consulting Engineers support the findings of Ian R Brown Associates Ltd's report.

Notwithstanding this conclusion, ABuild Consulting Engineers recommended that site-specific geotechnical investigation and engineering design be required as part of any future development.

The landowners of the properties at 139, 155 and 157 Te Maire Road have agreed to a consent notice being registered on the Record of Title for the subdivided lots to ensure site-specific geotechnical investigation and engineering design is required as part of any future development.

Options

Given these circumstances, two options have been identified.

Option 1: Withdraw the Fault Hazard Area

Advantages:

- Reflects current technical evidence.
- Removes an unsupported planning constraint.
- Improves accuracy of the Proposed Plan.

Disadvantages:

- Requires public notification of withdrawal and associated costs.

Option 2: Retain the Fault Hazard Area

Advantages:

[1] In the geological context of this site, active surface processes are taken to include ongoing or recent geomorphic processes capable of modifying the ground surface, including the deposition of alluvial and colluvial material over hundreds to thousands of years

- No amendment/withdrawal process required.

Disadvantages:

- Retains a hazard overlay that is not supported by available evidence.
- May create unnecessary restrictions on land use and associated cost in obtaining resource consent if a property owner choose to develop within the Fault Hazard Area.

Given the assessment of options above, it can be satisfactorily determined that the Fault Hazard Area included in the Proposed Wairarapa Combined District Plan was based on the best available information at the time it was prepared. However, subsequent detailed site-specific investigations undertaken by Ian R Brown Associates Ltd and independently reviewed by ABuild Consulting Engineers Ltd provide a higher level of detail than was available through the district-wide GNS Science assessment. Both reports conclude that there is no clear evidence of active faulting affecting 139, 155 and 157 Te Maire Road within the timeframe relevant to the definition of an active fault. It is therefore recommended that the new site-specific evidence justifies refinement of the district-wide mapping and recommend withdrawal of the Fault Hazard Area from this property (Option 1).

The withdrawal process involves Council giving public notice of the withdrawal and include the reasons for the withdrawal. Following Council's decision to withdraw the provision and public notification of that withdrawal, the Proposed District Plan maps would be updated to remove the Fault Hazard Area overlay from the subject property.

It is to be noted that withdrawal of the Fault Hazard Area from 139, 155 and 157 Te Maire Road establishes a precedent for the withdrawal of other Fault Hazard Areas or other overlays from the Proposed Wairarapa Combined District Plan. This recommendation is based on the specific circumstances of this property, including the availability of detailed site-specific geological investigations and an independent peer review that both conclude the mapped Fault Hazard Area is not supported by the available evidence. The withdrawal mechanism under Clause 8D is intended to address situations where new information demonstrates that provisions or mapping should no longer form part of a proposed plan. Each request must therefore be considered on its own merits and supported by appropriately qualified technical evidence.

It is additionally noted that the ability to withdraw provisions from a proposed plan under Clause 8D is limited to the period before the Proposed Wairarapa Combined District Plan is made operative. Once the plan becomes operative, amendments to planning maps and provisions would generally need to occur through a plan change process. As such, the circumstances under which a withdrawal request can be considered are both fact-specific and time-limited.

4. Report Conclusion

After considering both the identified options, withdrawal of the Fault Hazard Area from this property (Option 1) is the recommended option.

5. Appendices

Appendix 1 – Fault Hazard Assessment 139 Te Maire Road, Kahutara, prepared by Ian R Brown Associates Limited, Geological Engineering Consultants, dated February 2026.

Appendix 2 – Geotechnical Desktop Peer Review of IRBA Fault Hazard Assessment 139 Te Maire Road, Kahutara, Wairarapa, prepared by ABuild Consulting Engineers Ltd, dated 6 August 2026.

IRBA

GEOLOGICAL ENGINEERING CONSULTANTS

Fault hazard assessment
139 Te Maire Rd
Kahutara

February 2026

For [redacted]

Project Number 1766

P.O. Box 983 • Wellington 6140 • New Zealand
Telephone (+64) 4 565 1777 • www.irba.co.nz

Contents

Executive Summary 3
Introduction 3
Te Maire Fault description 4
Revised interpretation 7
Site assessment 10
Fault hazard assessment 12
Conclusions and recommendations 13
Applicability and reliance 14
References 15

Figure 1 Overview map showing southern portion of Te Maire Fault. Red lines from GNS mapping by Litchfield et al (2022), orange dashed line = inactive thrust fault from Nicol et al (2002), site marked in yellow. 5
Figure 2 LiDAR topographic map across central Te Maire Fault. 6
Figure 3 NW to SE cross section through Bidwill Hill ridge. Active thrust faults indicated with red arrows, inactive thrust fault indicated with orange arrow. Purple arrows indicate axes of anticline (upwards) folds. Cross section location shown on Figure 2. Vertical exaggeration 15:1 7
Figure 4 Cartoon schematic showing general characteristics of a pop-up block. Frum United States Geological Survey 7
Figure 5 Idealised cross section through pop-up ridge showing typical fault configuration. From ETH Zurich 8
Figure 6 Geological interpretation for central Te Maire fault zone, overlain over LiDAR slope angle map. Main thrust location taken from GNS. 9
Figure 7 Topographic map for site and adjacent areas, 1m contours and colour overlay derived from LiDAR data. The mapped backthrust fault is as per Figure 6 10
Figure 8 Slope angle map, colour enhanced to show slopes of 0-5° 11
Figure 9 Historical aerial image of site. Source: Retrolens image SH295_1030_6 dated 2 5/8/1944. 12

Revision 1

Prepared by	Dr Simon Ward, BSc(Hons), PhD
Reviewed by	Dr Ian Brown, BSc(Hons), MPhil, MEng, DEng, CMEngNZ, Int.PE, CPEng Registration no: 45363

Executive Summary

The site at 139 Te Maire Road lies on the western side of the Bidwill Hill ridge, an elevated landform formed by compressional faulting over the last c. 2 million years. The ridge is bounded by various faults, some of which are still considered active. The western boundary fault lies at the foot of the slope above the site. The Wairarapa Combined District Plan fault hazard overlay depicts two short active faults crossing the site. These had been mapped with a low degree of certainty by GNS.

We have remapped the faults around the Bidwill Hill, and reviewed the landscape data for the site and adjacent areas in order to gain a better understanding of the active faulting hazard. Our review indicates that the mapped faults crossing the site are unlikely to be present, as indicated by a lack of disruption to the landscape. Various features relating to historic farming activities may have been misinterpreted as indicating the presence of active faults.

Introduction

Ian R Brown Associates Ltd (IRBA) were engaged by [redacted] to review the fault rupture hazard at a property located at 139 Te Maire Road, Kahutara, Wairarapa. Mapping in the newly adopted Wairarapa Combined District Plan indicates the property is intersected by traces of the active Te Maire Fault, along which Fault Avoidance Zones have been adopted. The owners have recently subdivided the property into three lots. We have received a plan for the subdivision prepared by Tomlinson & Carruthers Surveyors dated August 2024. The digital titles were approved in January 2025.

The purpose of this report is to address the fault hazard related to the site (including the subdivided lots). Our client has requested we address the following matters:

- Interpretation of the mapped fault
- Implications for hazard overlays
- Provenance of the District Plan mapping
- Foundation and consenting implications
- Insurance and lending relevance

This study is a desktop review of publicly available data, comprising current and historic aerial imagery and LiDAR data (the 2013 Wellington Rural survey), available from LINZ and Retrolens. No site inspection was undertaken. We note the District Plan mapping was prepared using the same LiDAR survey. Analysis of LiDAR data, which has a 1x1m spatial resolutionis an effective method to map active fault traces, using various digital enhancement tools.

Te Maire Fault description

The Te Maire Fault has been recognized as a significant tectonic feature of the eastern Wairarapa Basin. The fault comprises a number of northeast-southeast oriented thrust faults, along which greywacke basement rock and early Pleistocene sediments (c.1.8 million years ago) have been uplifted. This resulted in the formation of the Bidwill Hill ridge (sometime referred to as the Te Maire ridge). The total width of the uplift zone is about 3.2km. The ridge separates the lower Ruamahanga River drainage axis from the Lake Wairarapa Basin. Total vertical uplift is unknown, as significant erosion has occurred across the uplift zone.

The fault appears to have first been depicted as a single active fault trace on the GNS 1:250,000 scale regional geological map (Begg & Johnston 2000). Nicol *et al.* (2002) mapped part of the fault system in their study of the Martinborough area, showing that a thrust fault must be present on the east side of the uplifted greywacke basement (Figure 1). This fault is regarded as inactive. The current main thrust fault lies about 1.2km west of the eastern thrust. Recent mapping using 2013 LiDAR data (Litchfield *et al.* 2022) identified further active fault traces around the Bidwill Hill ridge (Figure 1). This work informed the development of Fault Hazard overlays in the recently adopted Wairarapa Combined District Plan.

Current research (Litchfield *et al.* 2022) indicates the Te Maire Fault should be regarded as a Class III active fault, with a recurrence Interval of >3500 to 5000 years, based on the apparent traces intersecting Q1 surfaces on NW side of the Bidwill Hill ridge. The degree of confidence in this assessment is low. There are no paleoseismological data available for the Te Maire Fault.

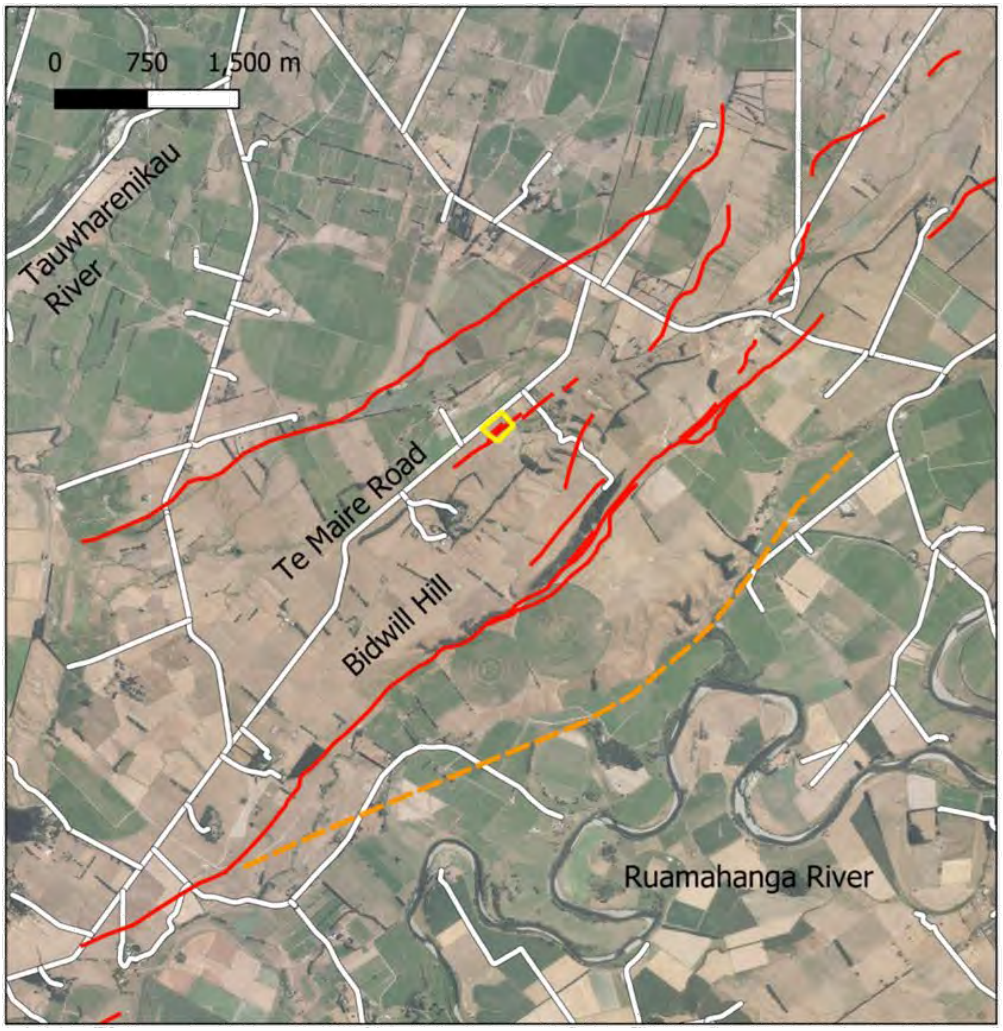


Figure 1 *Overview map showing southern portion of Te Maire Fault. Red lines from GNS mapping by Litchfield et al. (2022), orange dashed line = inactive thrust fault from Nicol et al. (2002), site marked in yellow.*

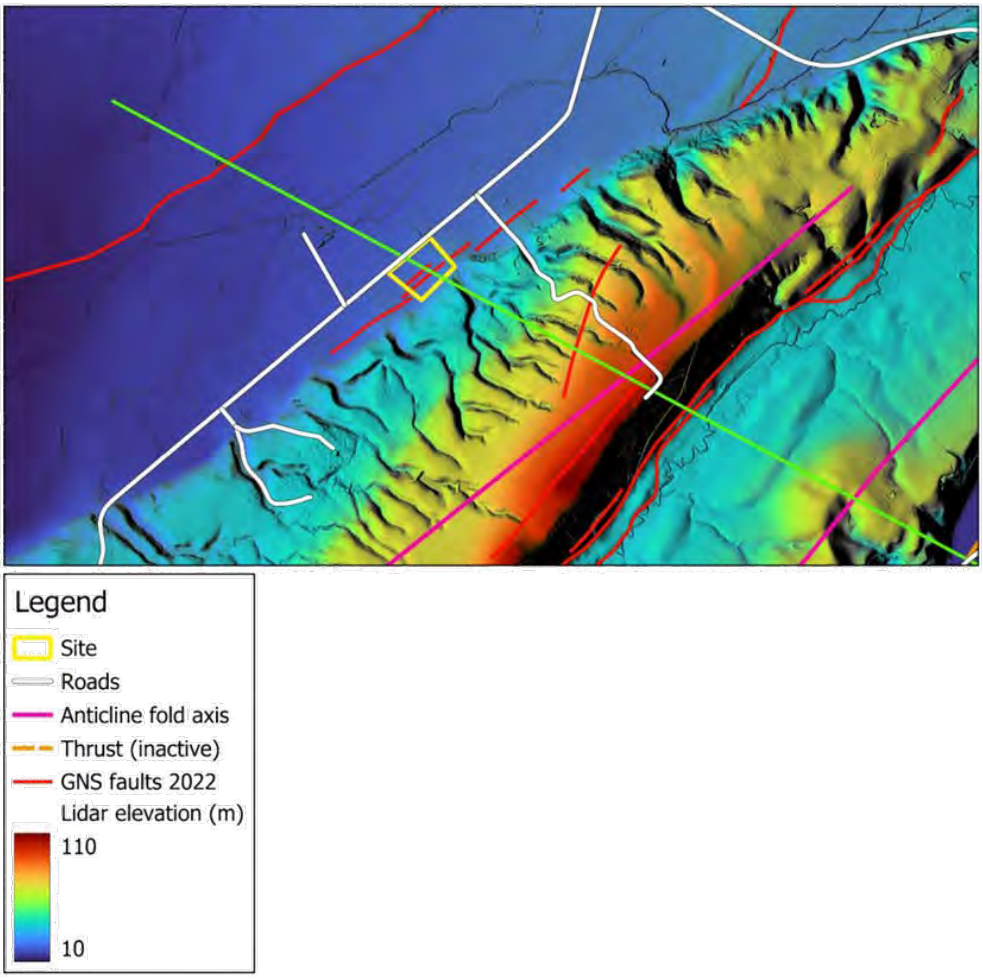


Figure 2 LiDAR topographic map across central Te Maire Fault.



Figure 3 *NW to SE cross section through Bidwill Hill ridge. Active thrust faults indicated with red arrows, inactive thrust fault indicated with orange arrow. Purple arrows indicate axes of anticline (upwards) folds. Cross section location shown on Figure 2. Vertical exaggeration 15:1*

Revised interpretation

While a full reinterpretation of the geological structure of the Bidwill Hill ridge is beyond the scope of this report, we have developed a revised interpretation of the faulting patterns of the area in order to better interpret the site. The key to our interpretation of the area is that the ridge is what is known as a pop-up structure, which is a geological feature formed by the effects of thrust or reverse faulting, with opposite facing faults bounding the structure (Figure 4).

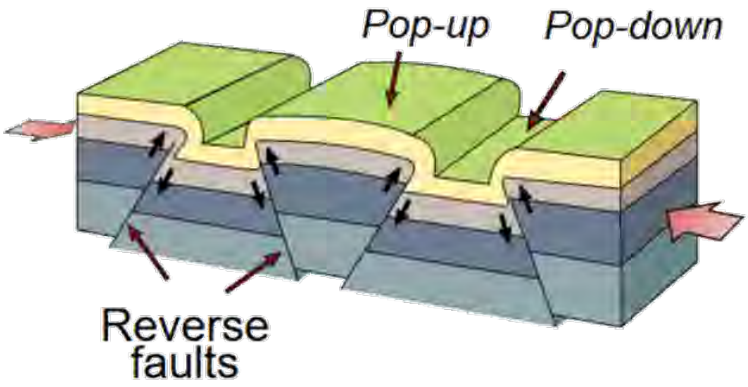


Figure 4 *Cartoon schematic showing general characteristics of a pop-up block. Frum United States Geological Survey*

Rather than the bounding faults being separate structures, a pop-up is usually bounded by a master thrust on one side and backthrust faults on the other side (Figure 5). Minor thrust faults may also form on the "outer" side of the master thrust.

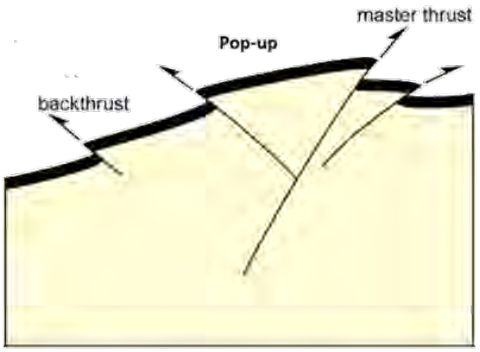


Figure 5 *Idealised cross section through pop-up ridge showing typical fault configuration. From ETH Zurich.*

The faulting pattern is well demonstrated by the changes in slope angle across the area (Figure 6). The eastern bounding thrust fault lies at the base of the east-facing scarp 1km southeast of the site. This fault is westwards dipping, and is included in the GNS mapping.

The western margin of the pop-up block is the scarp immediately above the site, and we interpret this to be controlled by a back-thrust fault which dips eastward, likely joining the main bounding fault at depth beneath the ridge. This backthrust is an integral part of the Te Maire Fault system.

Between the bounding faults, there are at least two smaller back-thrust faults, one of which was mapped by GNS. A longer backthrust fault which lies 350m southeast of the site was not included in the GNS mapping, however this feature is clearly evident in the slope angle map, cutting across the numerous eroded gullies (Figure 6).

The anticline (fold) crest through the area has been mapped along the topographic high of the ridge. This represents the crest of the pop-up structure.

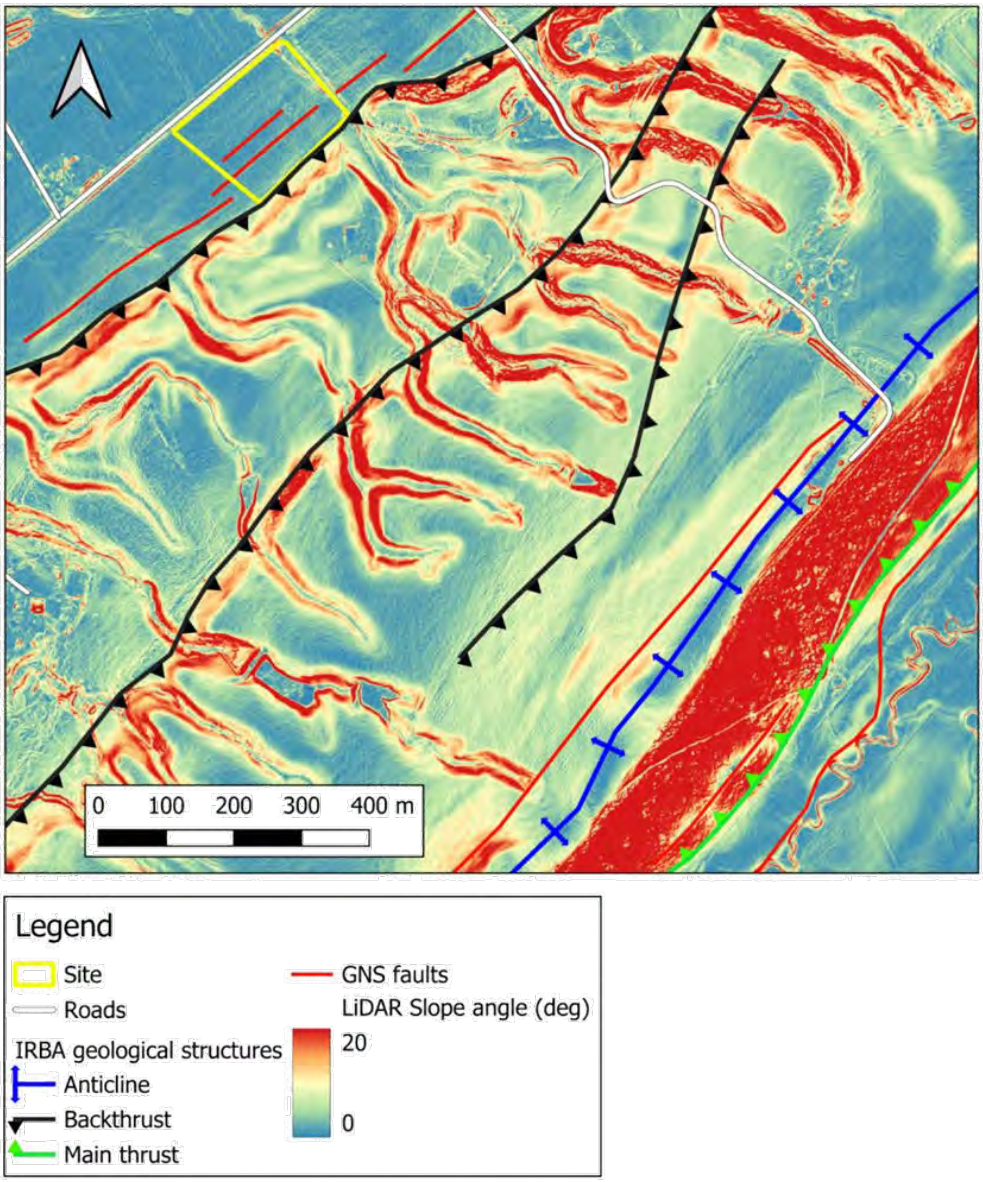


Figure 6 *Geological interpretation for central Te Maire fault zone, overlain over LiDAR slope angle map. Main thrust location taken from GNS.*

Site assessment

The landform of the site comprises a very low gradient alluvial fan which emanates from the eroded gully at the northeast corner of the site (Figure 7). The fan surface extends from about 27m elevation down to about the 21m contour line, where the surface merges with the regional fluvial surface, eventually draining to Lake Wairarapa about 7km to the west. The drainage follows a linear path through the centre of the fan, and is incised about 1m into the fan surface.

The fan surface appears to be generally uniform, with no indications of scarps cutting across the surface. There is a shallow depression present just south of the centre of the site, indicated by an eastwards bend in the 23m contour line. On the north side of the fan, on the adjacent property, there is a similar shallow depression at the foot of the hill.

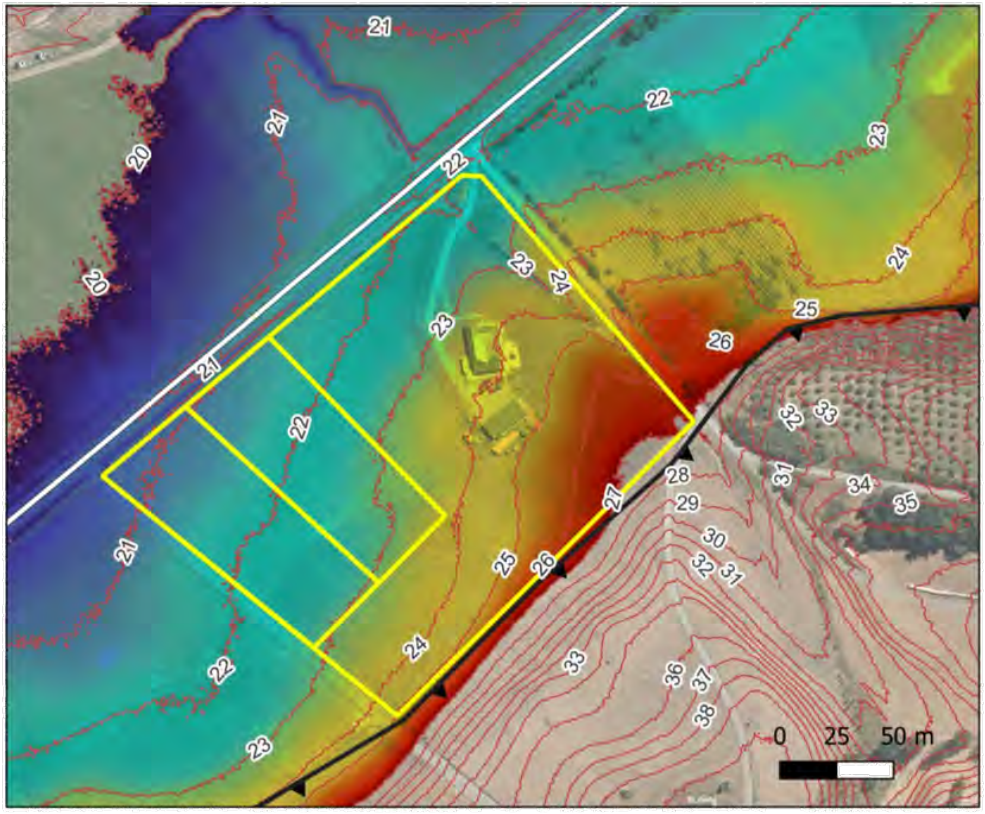


Figure 7 *Topographic map for site and adjacent areas, 1m contours and colour overlay derived from LiDAR data. The mapped backthrust fault is as per Figure 6.*

Similar low gradient alluvial fans are present at the adjacent gully mouths along the range front. None of these fan surfaces appear to have been disrupted by fault scarps, though areas of slightly greater slope angle are present.

A slope angle map derived from LiDAR data is shown in Figure 8. The colour scale has been set at 0-5° to enhance subtle features of the landscape. There is a persistent NE-SW linear trend evident through the site, with lines being parallel to the road. Some of the linear features appear to be continuous with similar lineaments in adjacent paddocks, and others appear to terminate at the property boundaries. None of the slopes present on the alluvial fan surfaces have slope angles similar to those present on the mapped fault scarps, which are typically 20-25°.

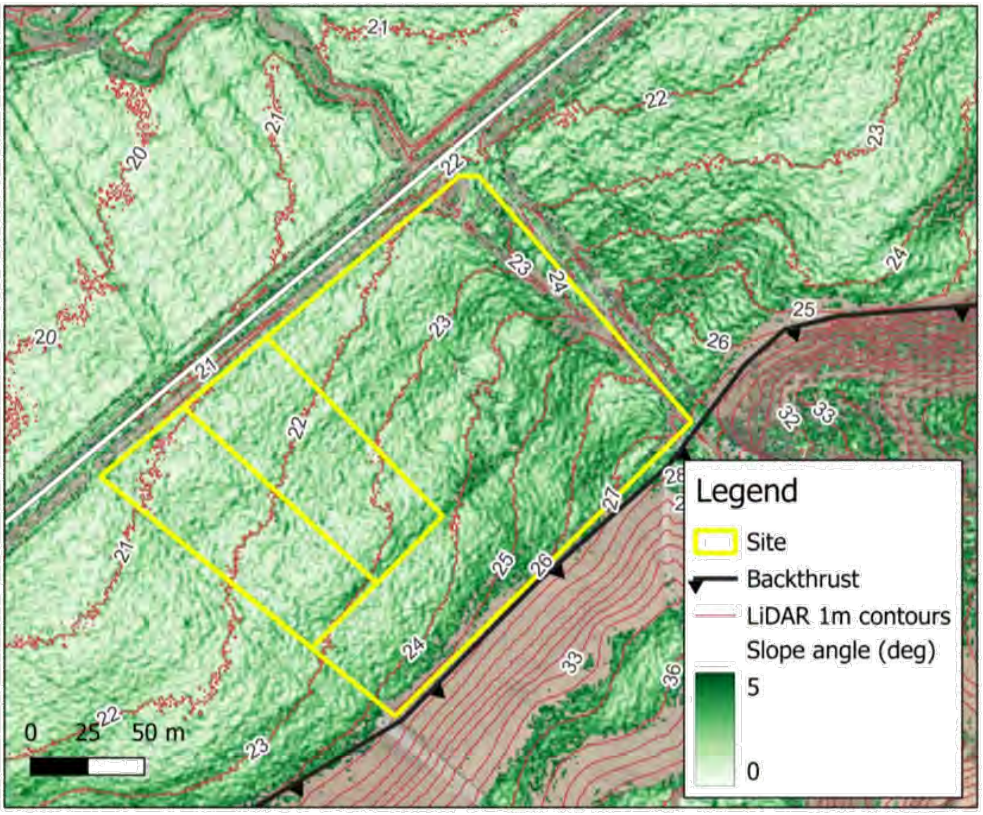


Figure 8 Slope angle map, colour enhanced to show slopes of 0-5°.

Similar NE-SW linear features are evident on an historical aerial photograph of the site (Figure 9). We interpret these to represent drainage lines, possibly where subsoil tile drains have been installed. The image also shows a farm track accessing the shallow depression south of the site centre. A similar track is evident accessing the area on the adjacent site where a small depression is present. These shallow depressions may indicate former borrow pits where soil has been excavated.

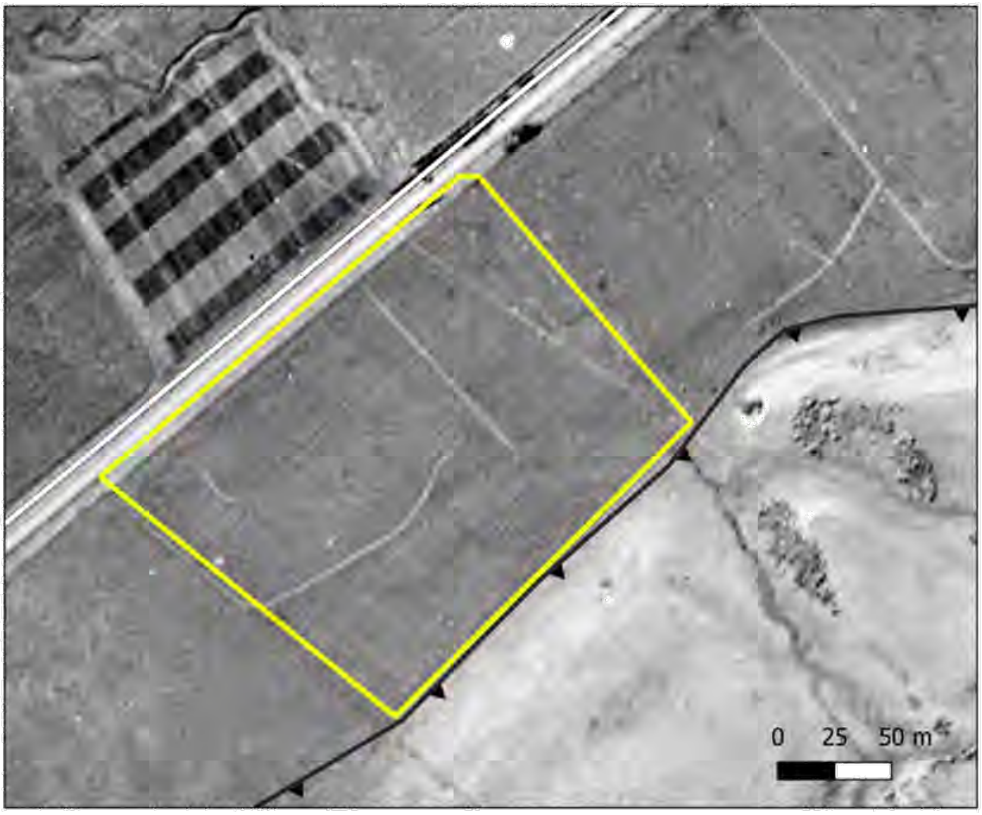


Figure 9 Historical aerial image of site. Source: Retrolens image SH295_1030_6 dated 25/8/1944.

Fault hazard assessment

Our analysis indicates that neither of the fault traces mapped by GNS which cross the site likely represent an active fault. Our conclusion is based on the following key observations:

- Any faulting likely to be present would be backthrusts associated with the Bidwill Hill pop-up structure, which have a consistent pattern of uplift on the southeast side of the fault traces. No such patterns are evident on the site.
- There is insufficient disruption of the alluvial fan surface beneath the site, or its drainage axis, to warrant the interpretation of active faulting.
- Historical imagery indicates that farming activities are likely to be responsible for the subtle features evident in the landscape, including NE-SW oriented lineaments which likely represent drainage systems, and minor excavations.

We therefore conclude that there is no fault rupture hazard on the site. Consequently, the risk that structures on the site could be impacted by active fault movements directly beneath the structures is low. However, we do note that the western backthrust of the Bidwill Hill ridge pop-up structure is present along the southeastern boundary of the site. This fault has not

been included in previous mapping. The location of the fault falls into the "Well Defined" category (Kerr *et al.* 2003) with a high degree of certainty of tectonic origin.

We concur with GNS (Litchfield *et al.* 2022) that all parts of the Te Maire Fault should be regarded as Class III active faults, given clear evidence for faults which intersect the mapped pop-up faults, disrupting recent (<10,000 year old) surfaces within 1km from the site.

On January 15 2026 the National Policy Statement for Natural Hazards (NPS-NH 2025) came into effect. It applies to various natural hazards including active faults and provides direction under the Resource Management Act 1991 for managing natural hazard risk associated with subdivision, use and development. The Explanatory note to NPS-NH 2025 states that it must be applied to active faults among other listed hazards.

Using the Risk matrix (Figure 1 in NPS-NH 2025) the Likelihood level of fault displacement along the Te Maire Fault is Very rare, and the Consequence level is Minor to Negligible. This places a site directly intersected by the Te Maire Fault as Low on the Risk matrix. This class of risk does not require avoidance or mitigation.

Conclusions and recommendations

The site lies at the foot of the western side of the Bidwill Hill ridge, a pop-up ridge which has formed during tectonic compression over the last c. 2 million years. The western bounding back-thrust fault is interpreted to lie at the base of the hill on the western side of the ridge, immediately adjacent to the site. This fault is a Class III active fault.

From our analysis of LiDAR topographic data, we conclude that the active fault traces mapped by GNS in 2022 (using the same data) do not represent active faults. There is insufficient disruption to the land surface to warrant the interpretation that faulting is present. Some linear features and minor topographic features evident on the site appear to relate to historic farming activities.

The subdivided Lots 2 and 3, and the existing structures on Lot 1, lie more than 50m from the mapped backthrust location. We note that the Te Maire Fault complex is regarded as active, with a long recurrence interval, and with clear evidence for regional fault movements in the last 10,000 years within 1-2km of the site. One of these active faults intersects with the mapped backthrust fault about 1.5km north of the site, confirming the possibility that the backthrust remains active.

At the time of the next Wairarapa Combined District Plan review, we recommend that the Te Maire Fault mapping be updated to include our current understanding of the area.

We do not anticipate there will be any foundation implications at the site. Normal geotechnical review will be required to establish that the site is compliant with the requirements of NZS3604 for foundation design and identification of any site-specific hazards.

The consenting authority will take into account the current District Plan mapping of fault hazards. This report should be used to confirm that the District Plan mapping is not correct, and further investigations are not required.

With respect to insurance and lending, financial institutions tend to base their judgments of matters relating to natural hazards on their own internal advice and procedures. This report may help them better understand the local active fault hazard should that be necessary.

Applicability and reliance

This report has been prepared for the benefit of Lucy Sanderson-Gammon in accordance with the brief provided to Ian R Brown Associates Ltd.

Lucy Sanderson-Gammon may provide a copy of this report to third parties for their information and reliance in connection with the matters addressed in the report.

While such third parties may rely on the contents of this report for that purpose, this report has been prepared solely for Lucy Sanderson-Gammon and in response to her brief. Ian R Brown Associates Ltd accepts no duty of care, responsibility, or liability to any party other than Lucy Sanderson-Gammon in relation to the report, its contents, or any reliance placed upon it.

The opinions and recommendations contained in this report are based on the information and data obtained during the course of our investigations and are subject to the limitations inherent in the scope of work undertaken.

No liability is accepted by Ian R Brown Associates Ltd, nor by any Director, employee, or agent of the company, for the use of this report by any person other than Lucy Sanderson-Gammon, or for any purpose other than that specified in the agreed brief.

References

Begg JG, Johnston MR (comp) (2000): Geology of the Wellington Area. QMAP 1:250,000 geological map sheet 10, GNS.

Kerr, J.; Nathan, S.; Van Dissen, R.; Webb, P.; Brunsdon, D.; King, A. (2003): Planning for Development of Land on or Close to Active Faults. Ministry for the Environment / GNS client report 2002/134, July 2003.

Litchfield, N.J.; Coffey, G.L.; Morgenstern, R. (2022): Active Fault Mapping for the South Wairarapa, Carterton and Masterton Districts. GNS Science Consultancy Report 2021/117, October 2022.

Ministry for the Environment 2025 National Policy Statement for Natural Hazards 2025

Nicol, A.; Van Dissen, R.; Vella, P.; Alloway, B.; Melhuish, A. (2002): Growth of contractional structures during the last 10 m.y. at the southern end of the emergent Hikurangi forearc basin, New Zealand. New Zealand Journal of Geology and Geophysics, 45:3, 365-385.

ABUILD
Consulting Engineers Ltd

OUR REF 15300 Rev A

06 August 2026

[redacted]

ATTENTION: [redacted]

EMAIL: [redacted] by email only

GEOTECHNICAL DESKTOP PEER REVIEW OF IRBA FAULT HAZARD ASSESSMENT 139 TE MAIRE ROAD, KAHUTARA, WAIRARAPA

In accordance with our fee proposal dated 12 May 2026, ABuild Consulting Engineers Limited (ABuild) have completed a desktop peer review of IRBA Limited's *Fault Hazard Assessment at 139 Te Maire Road, Kahutara*, dated February 2026.

The purpose of the peer review was to independently assess the findings and conclusions of the Fault Hazard Assessment regarding the mapped fault trace at the subject site.

Project Background

The site at 139 Te Maire Road lies on the western side of the Bidwill Hill ridge, an elevated landform formed by compressional faulting over the last c. 2 million years.

The ridge is bounded by various faults, some of which are still considered active. The western boundary fault lies at the foot of the slope above the site. The Proposed Wairarapa Combined District Plan fault hazard overlay depicts two short active faults crossing the site. These had been mapped with a low degree of certainty by GNS.

IRBA Limited's report was tasked with identifying and providing comment on:

- Interpretation of the mapped fault.
- Implications for hazard overlays.
- Provenance of the District Plan mapping.
- Foundation and consenting implications.
- Insurance and lending relevance

ABuild were engaged by the client to undertake an independent peer review of the aforementioned report and to provide a professional opinion on the findings regarding the mapped fault trace.

ABuild's Geotechnical Review Process

ABuild Consulting Engineers Limited confirm that the following information and documentation were reviewed as part of the peer review process:

1. IRBA - *Fault Hazard Assessment at 139 Te Maire Road, Kahutara* (attached);
2. Review of the available LiDAR data;
3. Review of a series of historical aerial photographs; and
4. Meetings and discussions with Ian Brown of IRBA Limited and the client.

Conclusion and Recommendations

Based on ABuild Consulting Engineers' findings, there is no clear evidence of fault activity at the site within the timeframes relevant to the definition of *active surface processes*.

(In the geological context of this site, active surface processes are taken to include ongoing or recent geomorphic processes capable of modifying the ground surface, including the deposition of alluvial and colluvial material over hundreds to thousands of years).

While the available evidence does not indicate active surface faulting at the site within the relevant planning timeframe, there is always potential for longer recurrence interval faulting. However, the potential for this is no greater for this property than any of the surrounding properties

On the balance of the available evidence, including the absence of any observable surface expression of faulting, ABuild Consulting Engineers support the findings of IRBA Limited's report, including that normal geotechnical review be required as part of any future development. This shall include:

1. That a property note be placed on Council's records requiring that the following matters be addressed as part of any future development of the lot, including (but not limited to) any building consent application/s:

    a. **Site-Specific Geotechnical Investigation and Specific Engineering Design (SED)** – Any future development of the site shall be supported by a site-specific geotechnical investigation and undertaken in accordance with Specific Engineering Design (SED). The site-specific geotechnical report shall inform retaining wall and foundation design, and all retaining walls and foundation systems shall be subject to appropriate specific engineering design, inspection, and certification by a Chartered Professional Engineer (Geotechnical). .

    b. **Producer Statement Certification –** A Chartered Professional Engineer (CPEng) with geotechnical expertise shall be engaged during the design and construction phases to provide the appropriate Producer Statement documentation, including a PS1 – Design Producer Statement and a PS4 – Construction Review Producer Statement, in respect to the site-specific geotechnical report.

Limitations

This peer review has been prepared for you as our client with respect to the brief provided in accordance with the SFA signed between Lucy Sanderson-Gammon and ABuild, and Engineering New Zealand Practice Note 2: Peer Review, V2, April 2018, and may be provided to South Wairarapa District Council in connection with the District Plan correction process.

ABuild accepts no liability whatsoever for any reliance on or use of this peer review report, in whole or in part, for any use or purpose other than that stated in the ABuild SFA.

The peer review excludes in-depth study of the site, independent site investigations or independent calculation verification.

If you have any further questions, please do not hesitate to contact the undersigned.

Yours faithfully
ABUILDTM Consulting Engineers Limited



Bruce Simms
BSc, MSc (Hons), CMEngNZ, CPEng 255564
Geotechnical and Company Director

Attached: IRBA - *Fault Hazard Assessment at 139 Te Maire Road, Kahutara*

9.4 DOG CONTROL POLICY AND PRACTICES 2025/2026

Author: **Mia Wilton, Manager, Environmental Services**

Authoriser: **Clare Barton, Group Manager, Planning and Regulatory**

File Number: **N/A**

PURPOSE

To adopt the report on Dog Control Policy and Practices to meet the requirements of Section 10A of the Dog Control Act 1996.

EXECUTIVE SUMMARY

The Dog Control Act 1996 (the Act) requires all territorial authorities to report annually to the Ministry of Cities, Environment, Regions and Transport (MCERT) on dog control matters and the outcomes associated with key areas identified by Section 10A of the Act.

RECOMMENDATIONS

That *Council:*

1. Receive the *Dog Control Policy and Practices 2025/2026* Report.
2. Adopt the *Dog Control Policy and Practices 2025/2026* Report.
3. Authorise the Chief Executive to make the report publicly available.

   Authorise the Chief Executive to give public notice on Council's website of the *Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics for the year 1 July 2025 to 30 June 2026 and statistics on Councils dog control activities for the year 1 July 2025 to 30 June 2026* section of this report.

BACKGROUND

Section 10A of the Dog Control Act 1996 requires Council to publicly report, at the end of each financial year, on the implementation of our Dog Control Policy, our dog control practices and relevant statistics on dog control related matters for the district. The report must be available to the public and notified by public notice.

The Council is also required to provide a copy of the report to the Secretary, Ministry for Cities, Environment, Regions and Transport (MCERT) within one month of adopting the report. The report was previously required to be provided to the Department of Internal Affairs (DIA). On 1 July 2026 the Local Government branch of DIA transitioned to MCERT.

DISCUSSION

MCERT requires specific information to be provided to them in relation to dog control practices, enforcement and statistical information for the year 1 July 2025 to 30 June 2026. The following sections outline what is required to be provided and the wording we propose to send to MCERT and Appendix One contains the statistical information that we must also provide to MCERT.

Dog Registration and Other Fees

The registration fees for dogs were approved by resolution on 9 April 2026 and were publicly notified. An adjustment of 5% was made to all fees and charges. Council's Revenue and Finance Policy requires dog control to achieve a 50-80% split and for the 2025/2026 year dog control achieved 59%.

The council has maintained different registration categories and fees for urban and rural dogs as well as desexed or entire dogs. These categories generally reflect that rural dogs require less work for Council officers and desexed dogs are less likely to roam and display aggressive behaviours.

MCERT requires dog registration figures to 30 June 2026 but as the Council accepts registration to 31 July 2026 the total number of dogs registered is at 97%.

Control of Dogs Policy and Bylaw

In 2023 a wider bylaw review for the non-consolidated bylaws took place in conjunction with reviewing the Control of Dogs Policy. This was adopted by the Council on 27 September 2023. The Control of Dogs Policy is next due for review 27 September 2028.

General

Council has two animal control officers where their roles also include enforcement of other bylaw issues. There is no after hours service but we have a shared arrangement with Carterton District Council for cover over holiday periods.

Dog collars are available for purchase for all dog owners at Council's. Martinborough office, Featherston and Greytown service centres.

Officers are focused on impounding unregistered and nuisance dogs. The fees associated with impoundment include a tiered impounding fee which escalates for subsequent impoundment. Council has seen a decrease in dog impoundments over the past three years, with 17 impoundments recorded during this financial year. Of those impounded, 76% were returned to their owners. Three dogs were euthanised after either remaining unclaimed or being surrendered to Council following a dog attack. Due to their involvement in an attack, these dogs were unsuitable for rehoming, and euthanasia was required to mitigate any further risk to the community.

For the 2025/2026 dog registration year council provided dog owners the ability to complete their applications online. Owners completing their dog registration online were able to complete and sign an online declaration along with their payment.

Overall trends show a higher registration of dogs through online registration, a decrease in reports of wandering or roaming dogs and a decrease in the number of infringement notices issued due to greater compliance.

Community education

The Council has a key performance indicator in our dog control area that requires a community education session to be undertaken each year. This year officers completed two educational sessions with a local community group involving dog microchipping and another at a publicly run dog event at the local swimming pool. These were promoted through our communication team.

Officers are looking to make wider offerings of these education courses to businesses who may be involved with accessing private property (e.g. rental managers, tradespeople, meter readers)

Dogs Prohibited, Leash Only and Dog Exercises Areas

Council's Bylaw sets out the areas which are "Dog Prohibited", "Leash Only" and "Dog Exercise Areas".

Please refer to Appendix 1 for Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics.

COMPLIANCE SCHEDULE

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,

a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and

b) Assess the options in terms of their advantages and disadvantages; and

c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.

2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

Compliance requirement	**Staff assessment**
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is a matter of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the Long Term Plan) that relate to this decision.	This report complies with Section 10A of the Dog Control Act 1996.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.	There are no implications for Māori.
Chief Financial Officer review	The Chief Financial Officer has not reviewed this report. The report does not include any financial analysis or implications.
State the possible implications for health and safety	There are no health and safety considerations.

APPENDICES

Appendix 1 **Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics**

Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics	Numbers		
	2023/2024	2024/2025	2025/2026
Mandatory reporting fields under Section 10A(2):			
(a) Number of registered dogs in the territorial authority district	3410	2999	2954
(b) [part one] number of probationary owners in the territorial authority district	0	0	0
(b) [part two] number of disqualified owners in the territorial authority district	0	0	0
(c) number of dogs in the territorial authority district classified as dangerous under section 31 and the relevant provision under which the classification is made:	1	2	1
s31(1)(a) owner convicted of offence under s57A(2)	1	1	0
s31(1)(b) territorial authority has sworn evidence of aggressive behaviour with grounds to believe the dog constitutes a threat	0	0	0
s31(1)(c) owner admission in writing the dog constitutes a threat	0	1	0
(d) number of dogs in the territorial authority district classified as menacing under sections 33A or 33C and the relevant provision under which the classification is made:	25	23	18
- s33A(1)(b)(i) territorial authority considers may pose a threat because of observed or reported behaviour	19	17	10
- s33A(1)(b)(ii) territorial authority considers may pose a threat because of characteristics typically associated with the dog's breed or type	Not previously reported separately		3
- s33C(1) territorial authority has reasonable grounds to believe dog belongs to Schedule 4 breed or type	6	6	5

Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics	Numbers		
	2023/2024	2024/2025	2025/2026
(e) number of infringement notices issued by the territorial authority	145	118	110
(f) number of dog related complaints received by the territorial authority in the previous year and the nature of those complaints	6	5	6
- Dog attack on people – minor	Previous reports did not require a detailed statistical breakdown or analysis into minor and serious		5
- Dog attack on people – serious *(Classified as serious according to any attack matrix/assessment mechanism utilised by the council)*			1
- Dog attack on animals	3	4	5
- Dog worrying stock or poultry	6	7	4
- Dog rushing	3	5	2
- Aggressive dog behaviour other than rushing or attacking	Previous reports did not require a detailed statistical breakdown or analysis. Previously included in Dog rushing totals.		0
- Roaming/wandering dogs	83	35	18
- Barking or howling	41	24	20
- Fouling	Previous reports did not require a detailed statistical breakdown or analysis.		0
- Unregistered dog			0
- Dog reported lost	5	1	3
- Welfare	0	2	2

Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics	Numbers		
	2023/2024	2024/2025	2025/2026
- Miscellaneous (includes - found dogs which were lost)	5	0	0
(g) number of prosecutions taken by the territorial authority under the Act:	0	0	0
- number of prosecutions started (and not completed) over the financial year	0	0	0
- number of prosecutions still in progress from prior financial years	0	0	0
- number of prosecutions completed this financial year	0	0	0
- number of appeals filed this financial year	0	0	0
Optional reporting:			
Infringement Notices			
Number of Infringement Notices	145	118	110
s18 – Wilful obstruction of dog control officer or ranger	0	0	0
s19(2) – Failure or refusal to supply personal information or wilfully providing false particulars	0	0	0
s19A(2) – Failure to supply information or wilfully providing false particulars about dog	0	0	0
s20(5) – Failure to comply with any bylaw authorised by the section	0	1	0
s23A(2) – Failure to undertake dog owner education programme or dog obedience course (or both)	0	0	0
s24 – Failure to comply with obligations of probationary owner	0	0	0
s28(5) – Failure to comply with effects of disqualification	0	0	0
s32(2) – Failure to comply with effects of classification of dog as dangerous dog	0	0	0

Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics	Numbers		
	2023/2024	2024/2025	2025/2026
s32(4) – Fraudulent sale or transfer of dangerous dog without advising its classification	0	0	0
s33EC(1) – Failure to comply with effects of classification of dog as menacing dog	0	0	0
s33F(3) – Failure by dog owner to advise person in possession of dangerous or menacing dog of muzzle and leashing requirements	0	0	0
s36A(6) – Failure to implant microchip transponder in dog	34	20	23
s41 – False statement relating to dog registration	0	0	0
s41A – Falsely notifying death of dog	0	0	0
s42 – Failure to register dog	101	89	86
s46(4) – Fraudulent procurement or attempt to procure replacement dog registration label or disc	0	0	0
s48(3) – Failure to advise change of dog ownership	0	0	0
s49(4) – Failure to advise change of address	0	0	0
s51(1) - Removal, swapping, or counterfeiting of registration label or disc	0	0	0
s52A(3) – Failure to keep dog controlled or confined	0	8	0
s53(1) – Failure to keep dog under control	10	0	1
s54(2) – Failure to provide proper care and attention, a supply of proper and sufficient food, water and shelter, and to provide adequate exercise	0	0	0
s54A(2) – Failure to carry leash in public	0	0	0
s55(7) – Failure to comply with barking dog abatement notice	0	0	0
s62(4) – Allowing dog known to be dangerous to be at large unmuzzled or unleashed	0	0	0

Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics	Numbers		
	2023/2024	2024/2025	2025/2026
s62(5) – Failure to advise of muzzle and leashing requirements	0	0	0
s72(2) – Releasing dog from custody	0	0	0
Dog Impounding Totals			
Number of dogs impounded	37	21	17
- Of those dogs impounded this financial year, how many were claimed/returned to owner?	Previous reports did not require a detailed statistical breakdown or analysis.		13
- Of those dogs impounded this financial year, how many were adopted?	0	0	0
- Of those dogs impounded this financial year, how many were transferred to rescue organisations?	Previous reports did not require a detailed statistical breakdown or analysis.		1
- Of those dogs impounded this financial year, how many were euthanised?			3
- Of those dogs impounded this financial year, how many died in shelter?	0	0	0
- Of those dogs impounded this financial year, how many were neutered?	Previous reports did not require a detailed statistical breakdown or analysis.		6
- What was the average length of stay for impounded dogs this financial year?			2 Days
Dog Impounding Reasons			
- Dog attack on people – minor	Previous reports did not require a detailed statistical breakdown or analysis.		5
- Dog attack on people – serious *(Classified as serious according to any attack matrix/assessment mechanism utilised by the council.)*			1
- Dog attack on animals			0

Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics	Numbers		
	2023/2024	2024/2025	2025/2026
- Dog worrying stock or poultry			0
- Dog rushing			0
- Aggressive dog behaviour other than rushing or attacking			0
- Roaming/wandering dogs			10
- Dog not under control or confined on owner's property			
- Barking or howling			1
- Unregistered dog			0
- Dog is not wearing current registration label			0
- Welfare			0
- Request from public to collect			7
- Dropped off at shelter by public			0
- Voluntary surrender by owner (relinquished)	Previous reports did not require a detailed statistical breakdown or analysis.		0
- Failure to comply with disqualified owner classification			0
- Failure to comply with dangerous dog classification			0
- Failure to comply with menacing dog classification			0
- Miscellaneous			0
Other information on dog population			
- Estimate of known dogs (including both registered and estimated unregistered dogs)	Previous reports did not require a detailed statistical breakdown or analysis.		3418
- Dogs newly registered this financial year			

Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics	Numbers		
	2023/2024	2024/2025	2025/2026
- Registered dogs transferred from another TA this financial year	Previous reports did not require a detailed statistical breakdown or analysis.		
- Missing dogs			
- Registered dog owners	2117	2040	2068
- Probationary owners newly classified this financial year	Previous reports did not require a detailed statistical breakdown or analysis.		0
- Probationary owners transferred from another TA this financial year			0
- Disqualified owners newly classified this financial year			0
- Disqualified owners transferred from another TA this financial year			0
- Registered dogs that are microchipped			2452
- Registered dogs that are neutered			2020
- Dangerous dogs that are neutered	Previous reports did not require a detailed statistical breakdown or analysis.		1
- Menacing dogs that are neutered			1398
- Dangerous dogs newly classified this financial year			0
- Dangerous dogs transferred from another TA this financial year			0
- Menacing dogs newly classified this financial year			0
- Menacing dogs transferred from another TA this financial year			0
- Welfare related referrals made to SPCA, MPI, or Police this financial year			
Proactive animal management actions			
- Hours running educational programmes/activities	Previous reports did not require a detailed		2

Dog Registration, Dog Control Practices, Enforcement and Requests for Service Statistics	Numbers		
	2023/2024	2024/2025	2025/2026
- Property inspections	statistical breakdown or analysis.		0
Additional Information			
- Number of rural dogs	2091	2031	2063
- Number of urban dogs	1319	1302	1355

9.5 ADOPTION OF SOUTH WAIRARAPA DISTRICT COUNCIL'S FORMAL MEETING SCHEDULE 2027

Author: **Amy Andersen, Lead Advisor, Democracy and Committees**

Authoriser: **Janice Smith, Chief Executive Officer**

File Number: **N/A**

PURPOSE

To adopt a schedule of ordinary Council, community board and committee meetings for 2027.

EXECUTIVE SUMMARY

- The Local Government Act 2002 (Schedule 7, Clause 21(5)(d)) requires Council, at its first meeting following a triennial general election, to fix the date and time of the first meeting of the Council, or to adopt a schedule of meetings.
- Attached to this report is the recommended schedule for 2027.

RECOMMENDATIONS

That Council:

1. Receive the *Adoption of South Wairarapa District Council's Formal Meeting Schedule 2027* Report.
2. Adopt the schedule of meetings for Council, community boards and committees for 2027, as attached in Appendix 1.
3. Delegate to the Chief Executive the authority to alter the schedule of ordinary meetings following consultation with the relevant chairperson.

BACKGROUND

Each year Council must consider the proposed schedule for its Council, committee and community board meetings for the following calendar year. Council is asked to adopt a schedule of meetings for the 2027 calendar year.

This schedule may be amended at any time. Additional ordinary, extraordinary, or emergency meetings may be scheduled from time to time in consultation with the Mayor and Chief Executive as described in Section 8 of the Standing Orders.

Council meetings have been maintained to be held on Thursdays for both council and committees, with Council meetings on a six weekly cycle and Committee meetings bi-monthly.

DISCUSSION

The schedules will be discussed at the meeting and reviewed/altered if there are dates which are unsuitable for a majority of members.

It is expected that this calendar will be sent to all Community Boards for adoption at their next available meetings.

COMPLIANCE SCHEDULE

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,

a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and

b) Assess the options in terms of their advantages and disadvantages; and

c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.

2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

Compliance requirement	**Staff assessment**
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is a matter of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the Long Term Plan) that relate to this decision.	This report complies with Schedule 7, Clause 21(5)(d)) of the Local Government Act 2002.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.	There are no implications for Māori.
Chief Financial Officer review	The Chief Financial Officer has not reviewed this report.
State the possible implications for health and safety	Nil

APPENDICES

Appendix 1 SWDC meetings schedule 2027

2027	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	2027
MON		1	1								1 MCB		MON
TUE		2 MPC	2			1					2		TUE
WED		3	3			2 FCB			1		3	1 FCB	WED
THU		4	4	1		3	1		2		4	2 Council	THU
FRI	1 New Years Day	5	5	2		4	2		3 Council	1	5	3	FRI
SAT	2 Public Holiday	6	6	3	1	5	3		4	2	6	4	SAT
SUN	3	7	7	4	2	6	4	1	5	3	7	5	SUN
MON	4	8 Waitangi Day	8	5 MCB	3	7 King's Birthday	5	2	6	4	8	6 MCB	MON
TUE	5	9	9	6	4	8	6	3	7 MPC	5	9	7	TUE
WED	6	10 FCB	10	7 GCB	5 FCB	9	7	4 FCB	8	6 FCB	10 GCB	8	WED
THU	7	11	11 ESC/SRC	8 IC	6 LTP Deliberations	10 ESC/SRC	8	5	9 ESC/SRC	7 Council	11	8	THU
FRI	8	12	12	9	7	11	9	6	10	8	12	10	FRI
SAT	9	13	13	10	8	12	10	7	11	9	13	11	SAT
SUN	10	14	14	11	9	13	11	8	12	10	14	12	SUN
MON	11	15 MCB	15	12	10 MCB	14	12	9 MCB	13	11	15	13	MON
TUE	12	16	16 MPC	13	11	15 MPC	13	10	14	12	16	14	TUE
WED	13	17	17	14 LTP Hearing / FCB	12	16	14	11	15 FCB	13	17	15 GCB	WED
THU	14	18 IC	18 EGC / PPC	15 LTP Hearing	13	17 IC / EGC	15	12 IC	16 EGC	14 IC	18 RAC/SRC	16	THU
FRI	15	19	19	16	14	18	16	13	17	15	19	17	FRI
SAT	16	20	20	17	15	19	17	14	18	16	20	18	SAT
SUN	17	21	21	18	16	20	18	15	19	17	21	19	SUN
MON	18	22	22	19	17	21 MCB	19	16	20 MCB	18	22	20	MON
TUE	19	23	23	20	18	22	20 MPC	17	21	19 MPC	23	21	TUE
WED	20	24 Council - Adopt LTP Consultation Document / GCB	24	21	24 GCB	23	21	18 GCB	22	20	24	22	WED
THU	21	25	25 RAC / Council	22	20 RAC / Council	24 Council - Adopt LTP	22 RAC / Council	19	23 RAC / PPC	21 RAC	25 ESC/ EGC	23	THU
FRI	22	26	26 Good Friday	23	21	25 Matariki	23	20	24	22	26	24	FRI
SAT	23	27	27	24	22	26	24	21	25	23	27	25 Christmas Day	SAT
SUN	24	28	28	25	23	27	25	22	26	24	28	26 Boxing Day	SUN
MON	25 Wgtn Anniversary		29 Easter Monday	26 ANZAC Day	24	28	26 LGNZ	23	27	25 Labour Day	29	27	MON
TUE	26		30	27 MPC	25	29	27 LGNZ	24	28	26	30 MPC	28	TUE
WED	27		31	28	26	30 GCB	28 LGNZ	25	29 GCB	27 FCB		29	WED
THU	28			29	27		29 LGNZ	26	30	28 Council Adopt Annual Report		30	THU
FRI	29			30	28		30 LGNZ	27		29		31	FRI
SAT	30				29		31	28		30			SAT
SUN	31				30			29		31			SUN
MON					31			30					MON
TUE								31					TUE

Scheduled as six-weekly:

COUNCIL	Council
MCB	Martinborough Community Board
FCB	Featherston Community Board
GCB	Greytown Community Board
MPC	Māori Partnership Committee

Committees scheduled bi-monthly

IC	Infrastructure Committee
PPC	People and Performance Committee
RAC	Risk & Assurance Committee

Committees scheduled as needed (placeholders entered)

SRC	Social Resilience Committee
EGC	Economic Growth Committee
ESC	Environmental Sustainability Committee

Not scheduled - TBC

RCAG	Rural & Coastal Advisory Group (not scheduled)

Other:

	Public & School Holidays
	Workshops / briefngs for Council and Committees - holding space
LGNZ	Superlocal Conference 2027

10 PUBLIC EXCLUDED BUSINESS

RESOLUTION TO EXCLUDE THE PUBLIC

RECOMMENDATIONS

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

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution	Plain English reason for passing this resolution in relation to each matter
10.1 - Public Excluded Minutes of the Council Meeting held on 20 August 2026	s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7	Relates to discussion regarding the Wairarapa Waste Management and Minimisation Contract Report
10.2 - Waitī Waters Limited's Terms of Accession to the Local Government Funding Agency	s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7	is to protect the commercial negotiations between the LGFA and Waitī Waters on the terms of the borrowing. This has been requested by the Local Government Funding Agency (LGFA).

11 KARAKIA WHAKAMUTUNGA – CLOSING

Kua mutu ā mātou mahi
Mō tēnei wā
Manaakitia mai mā katoa
O mātou hoa
O mātou whānau
Aio ki te Aorangi

Our work is finished
For the moment
Blessing upon us all
Our friends
Our families
Peace to the Universe