



**NGATI WHAKAUE GIFTED RESERVES
PROTOCOL MEETING**

Meeting between Pukeroa Oruawhata Trust and Rotorua District Council
to be held in the Council Chamber, Rotorua District Council
on Tuesday 29 November 2011 at 3:30pm

Chairperson:	His Worship the Mayor		
Councillors and Trustees:	Cr Maxwell Mr S Harris Mr D Tapsell	Cr Donaldson Mr P Kingi Mr D Rangitauira	Mr A Wilson Mr M Short
Quorum:	6		

AGENDA

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P Guerin
Chief Executive



60-12-270\02

**MINUTES OF NGATI WHAKAUE GIFTED RESERVES
PROTOCOL MEETING**

Held on Monday 11 April 2011 at 2:00pm in Committee Room 1, Rotorua District Council

PRESENT: Mayor K Winters (Chairperson)
Mr A Wilson, Pukeroa Oruawhata Trust representative
Mr S Harris, Pukeroa Oruawhata Trust representative
Mr M Short, Pukeroa Oruawhata Trust representative
Mr P Kingi, Pukeroa Oruawhata Trust representative (from 2:10pm)
Mr M Patchell, Hulton Patchell
Mr P Faulkner, Hulton Patchell

APOLOGIES: Mr P Tapsell, Cr D Donaldson, Cr T Maxwell

STAFF PRESENT: P Guerin, Chief Executive; M Kingi Director Kaupapa Maori; M Rawson, Group Manager Economic & Regulatory Services; G Page, Manager Parks and Recreation; E Haycock, Parks Assets Planning Manager; N Dallimore, Manager Funding Partners Programme; T May, Manager Planning Services; L Dagg, Team Leader Policy and S Pauli, Committee Administrator.

His Worship the Mayor welcomed everyone to the meeting. A karakia was given by Mauriora Kingi.

1. **APOLOGIES**

Resolved

Mr Wilson)
Mr Short) ***That the apologies from C. Donaldson, P. Tapsell and T. Maxwell (for absence) be received.***

CARRIED

2. **MINUTES OF THE PREVIOUS MEETING**

Resolved

Mr Wilson)
Mr Harris) ***That the minutes of the previous meeting held on 4 October 2010 be confirmed as a true and correct record, subject to the following amendment:***
 • ***That it be noted in the list of those present that the Trustees were representing Pukeroa Oruawhata Trust, not Ngati Whakaue.***

CARRIED

3. MATTERS ARISING FROM PREVIOUS MINUTES

- (i) Mr Wilson asked for an explanation as to why Cr Sturt had not been reconsidered for this committee.

The Mayor advised that Cr Sturt had requested that he not be reappointed for the next triennium and Cr Donaldson had been appointed to fill this position.

Mr Harris requested that a letter of thanks be sent to Cr Sturt.

- (ii) Mr Wilson advised that he had met with Bella Tait to work towards formalising the Fenton Agreement in preparation for its display in the Council Civic Centre. However, there has been no follow up from this.

Mauriora Kingi advised that Bella had resigned from the Rotorua District Council on 8 April 2011. Bella and Kiri Jarden have been working on this. He would follow this matter up with Kiri Jarden.

- (iii) Mr Harris commented on the change of format of the minutes, there seems to be no continuity. Follow up required on this.

- (iv) To date there had been no formal proposal received from Mr Owen Glenn regarding a new Entertainment Centre in Sir Howard's memory. Donna Grant was still working on firming this up.

4. PRESENTATIONS

4.1 (a) CBD Urban Design Framework - Tracey May, Manager Planning Services

Ms May spoke to a Powerpoint presentation titled 'Urban Design Framework - Response to Submissions' (Attachment 1.)

Ms May overviewed the comments received to the CBD Urban Design Framework. It was noted that at the previous meeting the Chief Executive had given an overview of the Framework. Ms May noted that this presentation was to highlight the key issues that were raised. Key issues focussed on Haupapa Street, Tutanekai Street, the Lakefront, the new concept of the Southern Edge and the Rotorua Central site. It was noted that to date no recommendations had been made to Councillors on amendments to reflect community concerns, but that this would happen in the near future.

(b) Draft Rotorua District Plan – Liam Dagg, Team Leader Policy

Mr Dagg then spoke to a Powerpoint presentation titled 'Draft Rotorua District Plan' (Attachment 2.)

Mr Dagg gave an overview of the upcoming Draft District Plan which would be released on 16 April 2011. Mr Dagg outlined the importance of the district plan and how it affected the management and subdivision of land in the district. The key issues of lake water quality, city centre revitalisation, Maori land development, amenity and subdivision and improving economic sustainability were highlighted.

Submissions on the document opened on 16 April 2011. Members were urged to participate in the consultation process, which would close on 27 May 2011.

Resolved

Mr Harris)
Mr Wilson) ***That the presentations titled 'Urban Design Framework' and 'Draft Rotorua District Plan' be received and the contents noted.***

CARRIED

5. CBD IMPLEMENTATION STRATEGY/URBAN DESIGN FRAMEWORK

Mr Nick Dallimore spoke to a Powerpoint presentation titled 'Implementation Plan' (Attachment 3), which detailed the CBD Revitalisation Implementation Strategy.

This was the first public viewing of the draft Urban Design Framework document. This report would be considered by the Economic & Regulatory Services Committee on 3 May 2011, with media present.

Representatives of Pukeroa Oruawhata Trust appreciated seeing the plan in its initiation processes and hoped that Pukeroa Oruawhata Trust and other stakeholders would be given the opportunity to work closely with the Planners on this matter.

Mr Kingi expressed his personal concerns about the proposal to dig a canal. Mr Harris agreed that Pukeroa Oruawhata Trustees would not agree to any canal/lagoon proposal.

The Mayor advised that this proposal came from the Rotorua Lakefront operators.

Resolved

Mr Harris)
Mr Wilson) ***That the report titled 'CBD Implementation Strategy/Urban Design Framework' be received and the contents noted.***

CARRIED

6. PROTECTION OF HERITAGE TREES ON PUKEROA HILL

Mr Haycock spoke on the topic of protection of identified trees on Pukeroa Hill that might be classified as trees to be protected (Attachment 4).

Mr Wilson advised that the process for this was that the Hospital Board would contact Pukeroa Oruawhata Trustees. Pukeroa Oruawhata Trust managed the trees themselves and felt that Council did not need to get involved. Mr Harris asked why this had not been communicated with the Trust directly.

The Mayor advised that the intent of the process was to gauge landowners' willingness for Council to protect any significant trees on their properties.

Resolved

Mr Wilson)
Mr Harris) ***That Gifted Reserves Committee take no action for protection of trees on Pukeroa Hill with the exception of the Malfroy oak that is already a protected tree.***

CARRIED

7. DESIGNATION OF GIFTED RESERVES

60-12-270\02

Resolved

Mr Wilson)
Mr Short) ***That the report titled 'Designation of Gifted Reserves' be received and the contents noted.***

CARRIED

8. FATAL ACCIDENT AT KUIRAU PARK ON 26 DECEMBER 2010

Mr Page gave a brief presentation regarding this incident (Attachment 5.)

He advised that a report would be brought back to this committee following the Coroner's inquest. The date for the inquest had not yet been set.

Mr Harris commended the actions Council had taken after the incident.

Resolved

- | | | | |
|-----------|---|-----|--|
| Mr Harris |) | 2.1 | <i>That the report "Fatal Accident at Kuirau Park on 26 December 2010" be received and the contents noted;</i> |
| Mr Wilson |) | | |
| | | 2.2 | <i>That the trust take note of interim measures being put in place minimising the risk of a similar accident from happening whilst awaiting the findings of the Police and Coroner's report on the incident;</i> |
| | | 2.3 | <i>That the trust take note of the fact that permanent additional fencing was erected at the geothermal pool surrounded by the stone wall where the accident took place; and</i> |
| | | 2.4 | <i>That a follow-up report be presented to the trust when the outcomes of the Coroner's and Police reports are available indicating what permanent measures are to be implemented minimising the risk of a re-occurrence of the unfortunate incident.</i> |

CARRIED

9. INWARDS CORRESPONDENCE

The letter from Pukeroa Oruawhata Trust was noted.

10. NEXT MEETING

29 November 2011.

The meeting was closed with a karakia by Mr P Kingi.

The meeting closed at 3:40 pm

URBAN DESIGN FRAMEWORK

Response to submissions

Planning Services



Overview

- Summary of comment received
 - Themes
 - Precincts
- Analysis of POT/POHL et al comments, as key stakeholders in the City Centre
- Summary comments on pier versus canal alternatives
- Key changes needed
- Timeline for adoption



Summary of comment received

- UDF direction
- UDF design principles
- Detailed design matters
- Funding and implementation

Analysis of POT/POHL comment

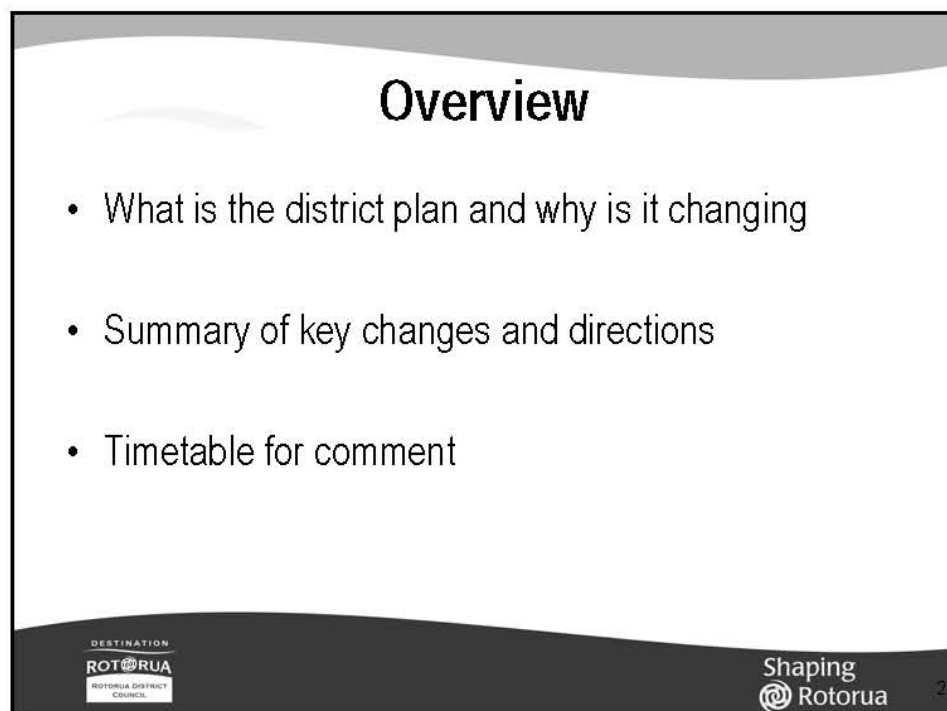
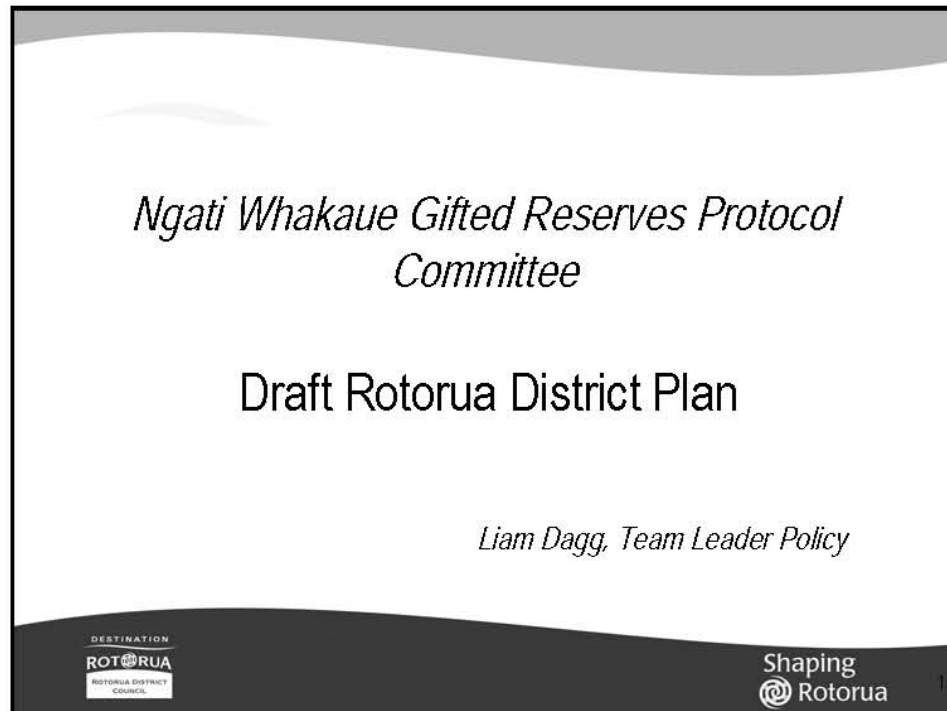
- Supportive in principle of increased activity for CBD
- UDF should not inhibit future development plans
- Impacts on reserve land – Pukeroa a key player
- Want active participation in UDF and DP
- Focus on Southern boundary and Lakefront/QE
- Suggestions for improvement of DP

Overview of pier Vs canal option

- High degree of support for improvement of the lakefront experience
- 3 alternate proposals forwarded
- Ultimately are all suggesting a canal/waterway alternative
- Further process required to canvass this issue with key stakeholders
- Based on conceptual drawings at this stage, alternative not supported
- Recognition that to move forward together, there needs to be a continued discussion between the key stakeholders, in the lakefront development.

Key changes needed

- Equal recognition of visitors and locals
- Reinforce walkable city concept
- Highlight activity intensification
- More emphasis on safety
- Balance local connectivity with efficiency (transport)
- Incorporation of other documents
- Increased prominence given to heritage and Maori culture
- More detailed funding and implementation plan including:
 - Incorporation of an assessment of options for the establishment of an agreed commercial implementation structure
- More overt in detailing benefits of UDF
- Detailed design matters



What is the district plan

- The district plan manages land use and subdivision in the district
- Says what activities can occur within an area, with and without a resource consent
- Has controls on matters such as height, yards, car parking, signage
- Includes the “zoning” for the entire district
- Tells you what the minimum site areas are for subdivision

Why is the district plan changing

- A plan has to be reviewed every 10 years
- Land use patterns change over time and the plan needs to respond to this
- Our district plan is overdue for renewal
- Over the last two years have been reviewing the plan and now have a draft plan

Draft district plan

- Before a document is released for formal public submission Council has elected to release a DRAFT
- DRAFT has no legal weight at all and is effectively a large discussion document
- No surprises approach – enables people to see where direction is moving and to question this in an informal setting
- Plain English test-drive

Overview of the draft plan

- Thinner, simpler, and more succinct
- Colour maps with detailed information
- Use and navigation based on customer wants
- Rotorua responsive, with specific provisions related to:
 - Lake water quality
 - Temporary events and tourists attractions
 - Landscape management
 - Natural hazards
 - Revitalising the city centre
 - Managing infill subdivision
 - Permissive rules in rural, commercial, and industrial areas

The document itself

- Has 'smarts' built in so it is more navigable
- Plain English, with minimum narrative
- Reduction in unnecessary chapters
- Focus on most used part of the plan, and logic flow
- Reduced number of zones
- Tone of the plan more positive and proactive

Summary of key changes and directions

- Lake water quality
- City Centre
- Maori land development
- Amenity and subdivision
- Encouraging sustainable economic growth

Lake water quality

Plan is suggesting:

- New activities with high nutrient loads will require resource consent
- Incentive rules for changing from high nutrient activity to low nutrient activity
- Additional subdivision right in rural areas if a positive effect can be demonstrated
- Coinciding additional subdivision right in lakeside settlements with sewerage reticulation

City Centre

Plan is suggesting:

- Zone boundary realignment to reinforce purpose of city areas
- Lakefront concept plan reflected in the district plan
- More permissive for alterations and reconstructions
- Urban design principles apply
- No minimum car parking requirements

Maori land development

Plan is suggesting

- More navigable throughout the plan
- Upgrades and renovation of Marae permitted
- Papakainga provided for in all zones
- Permissive rural rules – not only for Maori land

Amenity and subdivision

Plan is suggesting

- Additional rules and criteria for infill subdivision
- Subdivision focussed on quality design and orientation of buildings
- Protection of yard requirements
- Increased subdivision in lakeside settlements, whilst maintaining lakeside character

Encouraging sustainable economic growth

- Combination of the points outlined
- More certainty for location of activity
- New innovation and enterprise zones
- New commercial zones and tourist activity areas
- Reduced resource consent triggers for commercial and industrial zones
- Temporary events permitted activities

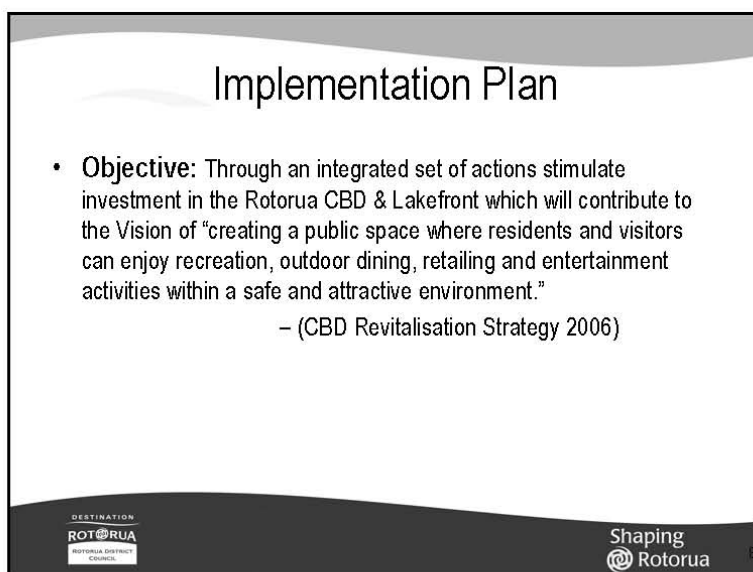
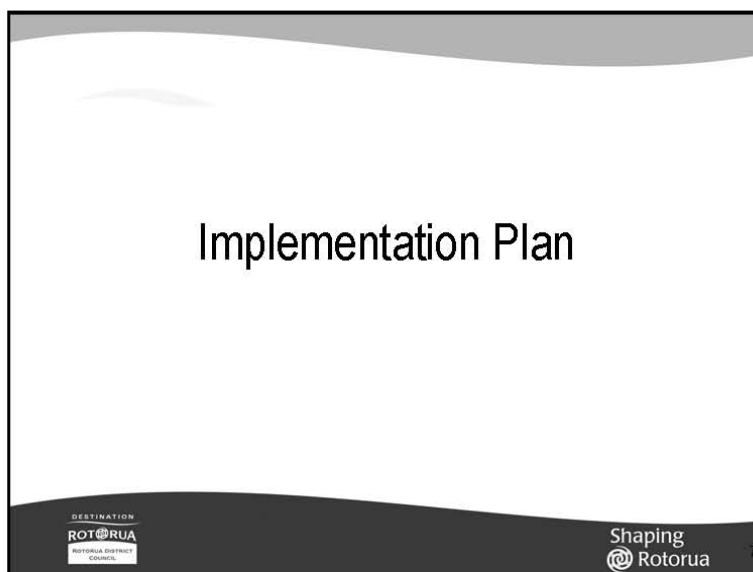
Encouraging sustainable economic growth

- Heightened emphasis of spa activities
- Permissive rural zone, especially if making a positive contribution to lake water quality
- Strengthening the City Centre, through tighter provisions in other zones
- Zone changes to platform growth – Lake Road commercial
- Removal of financial contributions required for industrial zones, and trigger for waiving/reducing financial contribution widened.

Timetable for comment

- 30 March Sign-off from Councillors to publish a DRAFT district plan for comment
- 16 April DRAFT plan available on the web, with supporting technical documentation
- April/May "Top 20" discussions, district plan familiarisation
- 27 May Comments close

Thank you



8 Point Strategy

1. Urban Design Framework
2. Lakefront Precinct
3. Tutanekai Street Spine
4. Haupapa Street Precinct
5. District Plan
6. Incentive Package
7. Communication / marketing
8. CBD - Special Project Management

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ROTORUA DISTRICT
COUNCIL

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1. Urban Design Framework

- Conclude current 'design element' consultation
- Clearly communicate outcome and desired plan to Stakeholders & partners. *(All submitters & community)*
- Ensure strategic direction is included and aligned with council *(long term)* policy and all associated planning documents.

Outcomes:

- General Agreement from key partners / stakeholders to the plan and future direction.
- Certainty of plan and direction for stakeholders internal/external *(incl: RDC departments)* and market around plans and timeframes

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2. Lakefront Precinct

- Finalise the adopted Lakefront development and implementation plan and communicate to the market.
 - Begin a discussion with the key stakeholders around completing an assessment of options for the establishment of an agreed commercial implementation structure designed to create value for all parties and the ability for the key stakeholders to move forward together.
 - RDC to complete an assessment of the Canal option and communicate the outcome to stakeholders and council
 - Complete a high level staged implementation program including assurance of balance between commercial and community use agreed to with a detailed project development plan.
- Communication to the market of the strategic direction and outcomes of above.

Outcomes:

- Agreed commercial implementation structure that allows the key stakeholders to achieve the best Rotorua lakefront development outcomes.
- Certainty of plan and direction for stakeholders internal / external (*incl: RDC departments*) and market around plans and timeframes

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3. Tutanekai Street Spine

- Strengthening the Tutanekai St spine of the city and its links to the retail offering, the Visitor information centre and the three main points of difference in the city.
- (Link from Central Mall to Lakefront Precinct and the way-finding to Govt Gardens and Kuirau Park) – “Walkable City”
 - (Urban Design Framework – section 4.4)
 - Development of priority pedestrian links down Tutanekai crossing
 - Eat Street Development and Management Plan
 - Finalise a cultural mapping / themeing / story telling of the CBD and implement a “Rotorua Heritage / Arts Trail” (way-finding including the CBD points of difference)
 - Phase 1 – priority street corner signage trail, integrating advanced digital technology – i.e. Phone reader technology.

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3. Tutanekai Street Spine

Outcomes

- Increased linkage between Tutanekai St and the major points of interest in the CBD.
- Increased awareness of the Rotorua history and points of difference – geothermal, cultural, govt gardens, museum, lakefront.
- Influencing the flow of foot traffic to assist with investment value proposition for the heart of the city.

4. Haupapa Street Precinct

- Develop and finalise a staged plan for the establishment of the Bus Transport centre to be located on Haupapa St.
- Work with the landlords of the precinct to develop a targeted Haupapa St Precinct property redevelopment plan, (and how it will link to surrounding precincts)
- Reflection of zoning areas identified within District Plan
- Historic Building identified
- Earthquake Prone Buildings policy
- CPTED assessments
- Continuation of the concept of the Night markets
- Public Toilet review within CBD

4. Haupapa Street Precinct

Outcomes

- Better functioning local city bus centre
- Generating stronger link to the I-Site (primary source visitor market), Gov Gardens, Tutanekai St etc
- Influencing of foot traffic to stimulate an improved potential investment return generating a platform for block redevelopment.
- A higher quality of building stock product to improve the offer for potential tenants to relocate into the CBD with the added value of the transport centre proximity and inclusion of CPTED.
- Stimulation of additional activities in the CBD
- Generation of activity outside normal business hours

5. District Plan

- The roll of District Plan as an enabler for generating desired CBD outcomes, in line with Urban Design Framework.
(Part 5 City Centre, appendix 6 City Centre Design Guide)
- Southern Edge - Strengthening the CBD Boundary (specifically Vic precinct)
- Better reflection of purpose of CBD areas with appropriate zoning
- Other actions included in the Dist Plan that will assist this process

Outcomes

- Create a concentration of appropriate activity within the CBD (Retail, Office, Accommodation, Tourism) that will result in an enhanced investment value proposition for CBD redevelopment.
- A disincentive for development outside CBD

6. Incentive Package

- Development contributions incentive package
- 100% subsidy of transportation Development Contribution Charges
- 100% subsidy of public amenities DC Charges
- 100% subsidy of Stormwater and Drainage DC Charges
- DC Subsidies will only apply if approved prior to 30 June 2012 and development works are FULLY completed before 30 June 2014. *(unless agreed or varied by private development agreement.)*
- Each case assessed and agreed with Developer by way of Private Development Agreement.



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6. Incentive Package

- Incentives subsidy limited to total fund of \$2 million and incentive package application will cease at 30 June 2012. Government Dept not eligible.
- CBD DC's incentive policy applied to developments within the "incentive area":
 - Amohau
 - Amohia
 - Fenton
 - Lakefront
- Dedicated RDC sole point of contact to help manage process and make it more user friendly.

Outcomes

- Stimulation of development / redevelopment of buildings within the defined CBD area designed to contribute to the UDF vision.
- Reduction of financial barriers to redevelopment.

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7. Communication / marketing

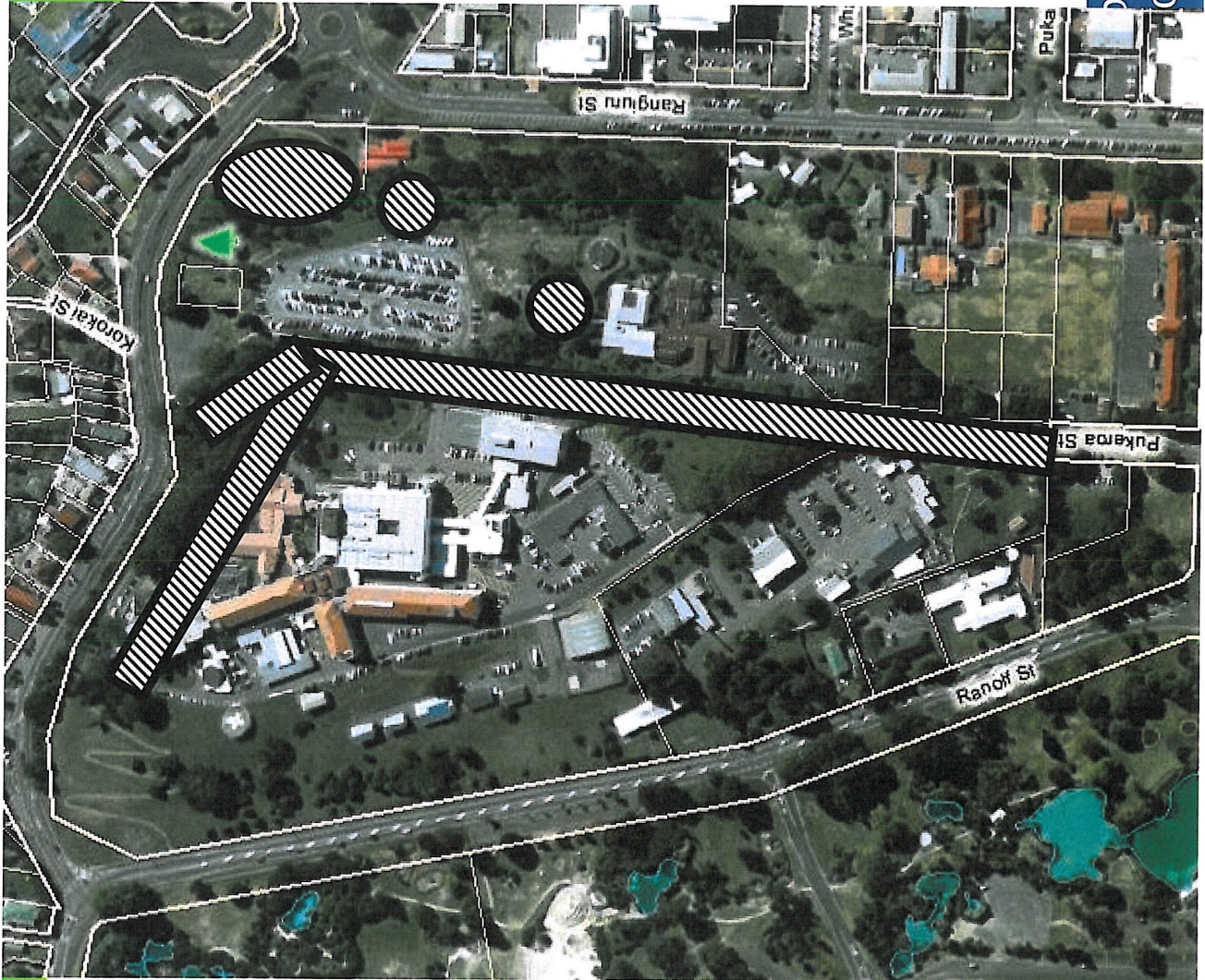
- Establishment of a stakeholder communications strategy
- Have a defined focal point for consultation, development and information sharing
- Establishment of a Rotorua CBD incentive package marketing strategy.

Outcomes

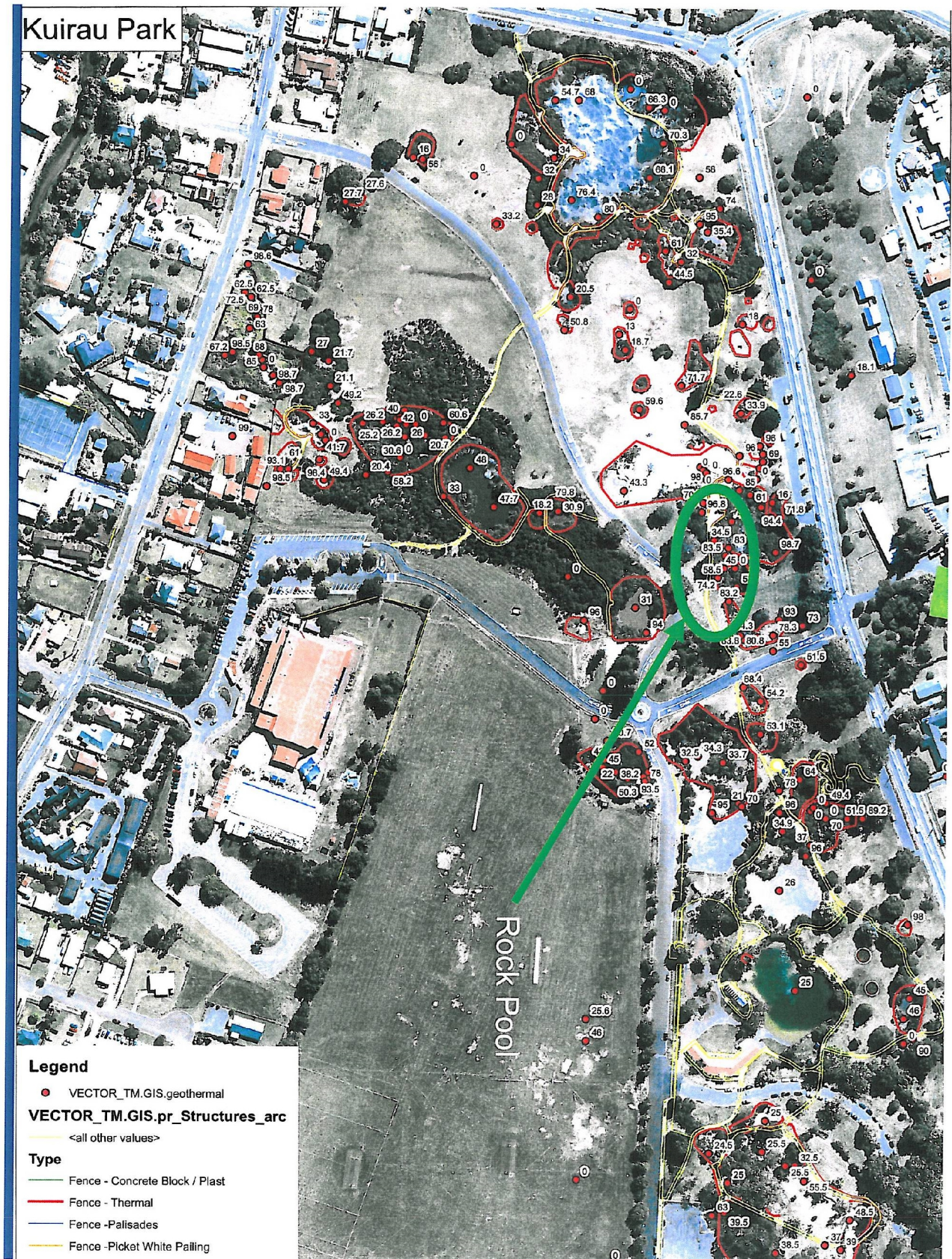
- Better informed and engaged CBD stakeholder community.
- A more robust and targeted market awareness of the potential investment opportunities within the CBD.

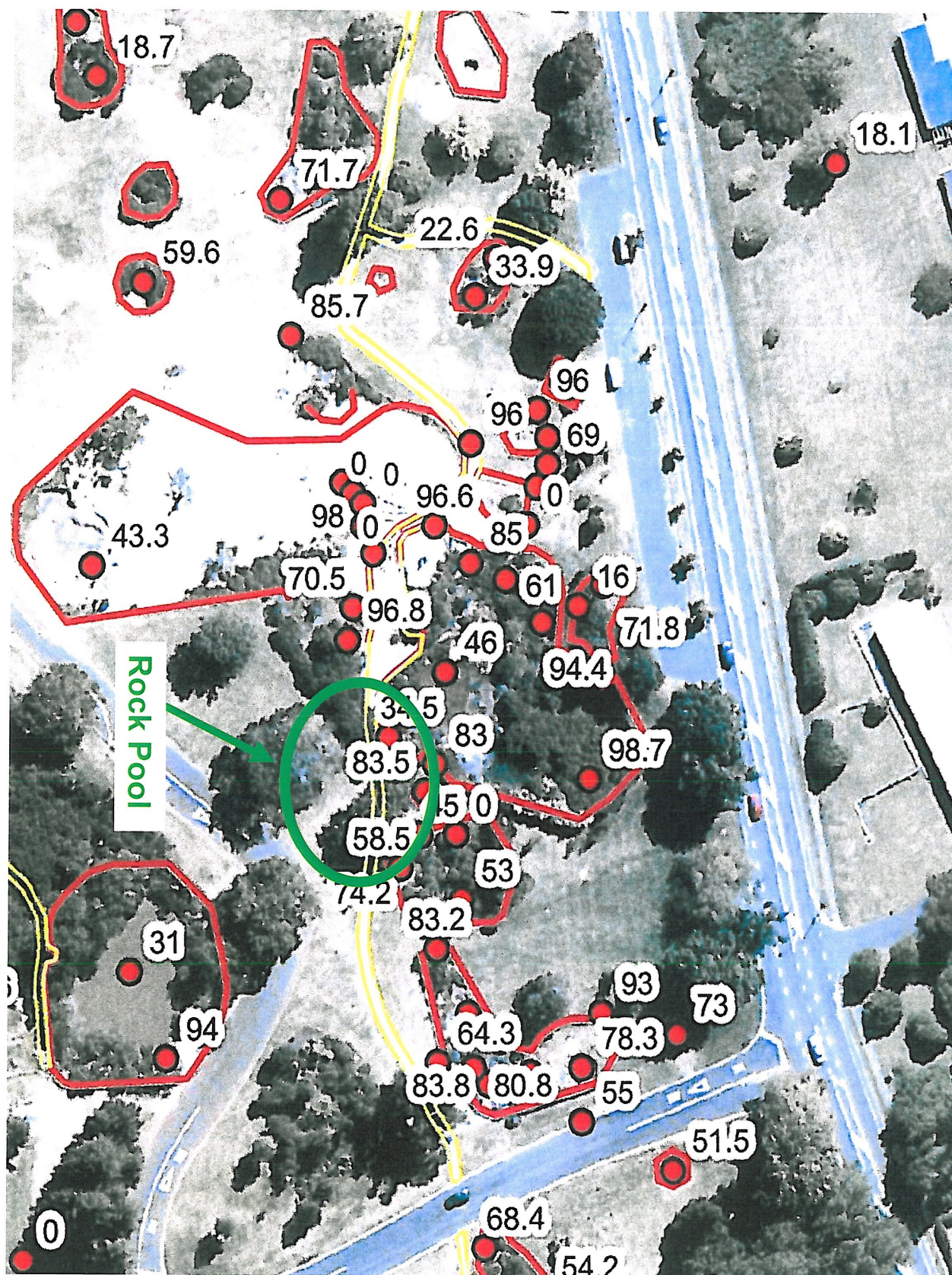
8. CBD - Special Project Management

- **Dedicated RDC CBD Special Project Manager**
(Dedicated Investment & Public / Private Partnership point of contact for the market as well as an internal RDC coordination point)
 - *RDC internal point of contact to manage the RDC response to developer and stakeholder inquiries*
 - *Management of the internal and external stakeholder communications including reporting to council on progress.*
 - *Management of the various internal and external parties' responsibilities to implementing the plan.*
 - *Reallocation of focus of an existing resource – Nick Dallimore*
- RDC Management Team commitment to the project: - Mark Rawson
- Established Internal RDC Project Team across all of the key departments
- The implementation of this project will be progressed through the Economic & Regulatory Services Committee of RDC.



Protection of Heritage Trees on Pukeroa Hill













ROTORUA DISTRICT COUNCIL

His Worship the Mayor
Chairperson and Members
NGATI WHAKAUE GIFTED RESERVES COMMITTEE

TE ARAWA PARK COMMUNITY TRUST

Report prepared by: Garry Page, Parks and Recreation Manager

Report approved by: Nico Claassen, Group Manager Infrastructure Services

1. **PURPOSE**

The purpose of this report is to make aware the Ngati Whakaue Gifted Reserves Committee that a proposal on the formation of a "Te Arawa Park Community Trust" was received by Council.

2. **RECOMMENDATION 1**

2.1 **THAT THE REPORT "TE ARAWA PARK COMMUNITY TRUST" BE RECEIVED AND THE CONTENTS NOTED**

3. **EXECUTIVE SUMMARY**

The Mayor has met with the president of the Arawa Park Racing Club, (Tony Spain) and the chair of Pukeroa Oruawhata Trust, (Malcolm Short) to hear their proposal for forming the "Te Arawa Park Community Trust" to look after the land and buildings that the Racing Club owns or occupies. Both the Racing Club & Pukeroa Oruawhata supports the proposal (refer to Attachment 1).

They presented a copy of the Trust Deed for the Trentham Community Trust they have suggested could be adapted to meet the requirements of the proposed Te Arawa Park Community Trust (refer to Attachment 2).

At the Infrastructure Services Committee meeting on the 12 September and then at an Ordinary Council meeting on the 6 October 2011 Council passed the following resolution.

"That the invitation for Council's involvement in the formation of 'Te Arawa Park Community Trust' be declined pending further consultation with the Gifted Reserves Protocol Committee".

4. **BACKGROUND**

It is difficult to understand what the goal is for this restructuring. Most racing clubs are struggling financially and finding it difficult to increase revenue or keep the facilities in good condition. Nothing in the draft Deed appears to require Council funding so presumably the intent is just to potentially increase utilisation by restructuring it as a community group.

The Racing Club has been actively trying to maximise the use of the facilities by seeking potential hirers thereby providing an additional income source. A Central North Island Racing Clubs Group marketing team headed by Don Patterson (ex RadioWorks), based here in Rotorua, is currently responsible for the marketing of these facilities.

Over the last five years here there has not been any demand for major event use of the facility other than the annual Vintage Car Swap Meet which was hosted at the racecourse but has now been transferred to the Paradise Valley Speedway. The Racecourses Lounge/function facilities are currently rented out but don't attract major events due to their poor condition. As far as Council is concerned the Energy Events Centre and Convention Centre have the capacity to meet function demands now and for the foreseeable future.

Unless there is a need for these facilities as an events venue, or they would contribute to a community benefit, why would Council want to be involved? The involvement of Council in the formation of this Trust will create an expectation of Council support in the future.

Council is also aware that two golf clubs are experiencing similar difficulties, and Council's involvement in the Te Arawa Park Trust could create similar expectations from the golf clubs and other sports clubs.

5. **APPENDICES**

- Attachment 1 - Memo from Mayor Kevin Winters - RDC-208313
- Attachment 2 - Trentham Community Trust Deed
- Attachment 3 - Map of Land Ownership

MEMORANDUM

DATE:	24 NOVEMBER 2011	File Ref: 60-12-270\02 Doc No: RDC-229520
TO:	MISSING TRIM DATA FOR VARLOCADDRESSEE FULLNAME	
FROM:	KEVIN WINTERS, MAYOR	
SUBJECT:	AGENDA NGATI WHAKAUE GIFTED RESERVES PROTOCOL MEETING 29 NOVEMBER 2011	

I had Tony Spain (President of Arawa Park Racing Club) and Malcolm Short (Chair, Pukeroa Oruawhata Trust) come to see me.

They have an idea of forming the "Te Arawa Park Community Trust" to look after the land and buildings that current Arawa Park occupies and both parties support the idea. They want Rotorua District Council support also.

Will you please investigate and report back to Council on whether we can become a partner (trustee support by Mayor as suggested).

Enclosed is a copy of the Trentham Community Trust.

The thinking is that it opens up the Racing Park to be used for more community organisations, e.g. football as currently used, more so. I think it's a good idea too, but would like an investigation on its workability carried out.

Kevin Winters, JP
Mayor

BETWEEN ~~WAYNE NOEL GUPPY~~

AND ~~WAYNE NOEL GUPPY, JOHN EDWARD FOKERD, DAVID
WILLIAM BUTLER AND RONALD ALEXANDER DIXON~~

THE ARAWA PARK Community Trust

~~TRENTHAM COMMUNITY TRUST~~

TRUST DEED

GILLESPIE YOUNG WATSON
SOLICITORS
LOWER HUTT AND WELLINGTON

DWB-226624-8-2-V1:AMW

THIS DEED OF CHARITABLE TRUST is made the 13th day of September 2010

PARTIES

- Rotorua Mayor on their agent*
1. **WAYNE NOEL GUPPY** of Upper Hutt, Mayor ("the Settlor")
 2. **WAYNE NOEL GUPPY** of Upper Hutt, Mayor, **JOHN EDWARD FOKERD** of Wellington, Chartered Accountant, **DAVID WILLIAM BUTLER** of Lower Hutt, Solicitor and **RONALD ALEXANDER DIXON** of Wellington, Company Director ("hereinafter together with the survivor of them until incorporation as a Board as by these presents hereinafter directed or other the trustees or trustee for the time being including the said Board upon its incorporation called "the Original Trustees")

BACKGROUND

- An Agent of Pukeroa Oranuiwhata Trust President and Vice President Rotorua Racing Club*
- A. The Settlor and the Original Trustees have a close association with the Wellington Racing Club Incorporated ("WRC") and the race course it runs race meetings from at Trentham, Upper Hutt.
 - B. From their involvement with WRC the Settlor and the Original Trustees are aware that the facilities and amenities at Trentham are underutilised and have the potential to be put to wider use for the benefit of the Upper Hutt community beyond the purposes of WRC.
 - C. The Settlor and the Original Trustees have reached agreement in principle with WRC for the establishment of a Community Trust for the purposes of providing benefit to the Upper Hutt community from the utilisation of the facilities and amenities at Trentham for community purposes.
 - D. To facilitate the foregoing the Settlor is desirous of establishing a charitable trust to be called and known as the "**TRENTHAM COMMUNITY TRUST**" and has agreed to contribute the sum of \$100.00 as the initial capital thereof.
 - E. The Settlor has requested the Board to accept that sum upon and subject to the trusts hereinafter declared and to act as the initial trustees subject to the terms and conditions and with the powers, authorities, discretions and indemnities herein set out which they have all agreed to do.
 - F. The parties hereto wish to formally declare and record the trusts of the Trust, its terms and conditions and the duties powers, authorities, discretions and indemnities of its trustees.

DWB-226624-8-2-V1:AMW

NOW THIS DEED WITNESSES and IT IS HEREBY DECLARED by the parties hereto AND COVENANTED between the parties hereto as follows.

NAME

1. The name of the Trust shall be the "**TRENTHAM COMMUNITY TRUST**". The Board shall make due application under the provisions of the Charitable Trusts Act 1957 for incorporation as a Board under the same name.

DEFINITIONS

2. In and for the purposes of this deed:

"Chair" means the chairman, chairwoman or chairperson as the case may be for the time being in office having been elected under paragraph 14(b) hereof. The singular includes the plural and vice versa, and words embracing persons include bodies corporate;

"RACE" means Racing at Awapuni, Trentham and Otaki Incorporated of which WRC is a member;

"the Board" includes, if the trustees obtain incorporation as a Board under the provisions of the Charitable Trusts Act 1957, the persons who are for the time being the trustees of the trust hereby created and includes the Original Trustees for so long as they hold office;

"the Trust" means the Trentham Community Trust hereby constituted and, if the trustees obtain incorporation as a Board under the provisions of the Charitable Trusts Act 1957, includes the body corporate thus created;

"the trustees" means the original Trustees **WAYNE NOEL GUPPY, JOHN EDWARD FOKERD, DAVID WILLIAM BUTLER** and **RONALD ALEXANDER DIXON** and their successors as provided in paragraphs 5, 6 and 7.

"the trust property" means the said sum of \$100.00 and all accruals and accretions thereto and all other property for the time being subject in whole or part to the trusts hereof whether by virtue of this Deed or any deed supplemental hereto or otherwise howsoever and all property into which the same or any part thereof is converted and all income profits benefits and emoluments arising from any and all of the same;

"Trentham" means the race course, lands, buildings, facilities, car parks, infield and all other areas known as the Trentham Racecourse, Racecourse Road, Trentham, Upper Hutt;

"WRC" means the Wellington Racing Club its successors and assigns;

No account shall be taken of chapter headings for the purposes of its interpretation or construction.

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DECLARATION OF TRUSTS

3. OBJECTS OF THE TRUST

The objects of the Trust ("the Objects") which shall be restricted to New Zealand, to the extent that they are charitable according to the law of New Zealand are:

- (a) to better utilise of the facilities and amenities at Trentham for the benefit of the community;
- (b) to provide or assist in the provision of accommodation, resources and services to community organisations (including without limitation youth groups, church groups, sporting clubs, charities, education groups, service organisations, associations for the elderly and organisations associated with the arts);
- (c) to provide or assist in the provision of access to grounds and facilities for community organisations and the general public;
- (d) to provide or assist in the provision of recreational, leisure and sporting facilities including playgrounds for the use of the general public and redevelopment of the infield area of Trentham for sporting, recreational, leisure, educational or other purposes;
- (e) to promote or assist in the promotion of events at Trentham.
- (f) to construct or assist in the construction of buildings and structures or improvements to existing buildings and structures for the purpose of giving effect to any object of the Trust;
- (g) to carry out repairs and maintenance of buildings for the purpose of enhancing the amenity value of the same where they can be used for the purpose of giving effect to any object of the Trust;
- (h) to join with other organisations including WRC, RACE and other charitable trusts for the purposes of achieving the objects of the Trust;
- (i) to preserve, maintain and enhance historic buildings and places for the purposes of public benefit at Trentham including their surrounds and ancillary facilities or assist in the same;

PATRON OF THE TRUST

- 4. The Trustees may from time to time appoint any person to be the Patron of the Trust during tenure of that office. The Trustees may terminate the appointment of the Patron and appoint a new Patron in their absolute discretion.

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CONSTITUTION AND MEMBERSHIP OF THE BOARD

5. The Board shall consist of six trustees comprising:
- (a) the Mayor for the time being of Upper Hutt; *for these Appointee*
 - (b) two (2) additional Board members appointed from time to time by ~~the Mayor~~ *Pukero Ora Trust* for the time being of Upper Hutt;
 - (c) the President and Vice President for the time being of WRC; *for being Club*
 - (d) one additional Board member appointed from time to time by the President of ~~WRC~~ *for being Club*.
6. Subject to clause 7, the tenure of the Board shall in each case be:
- (a) in respect of the Mayor of Upper Hutt for so long as he or she holds office. Original Trustee **WAYNE NOEL GUPPY** holds office as Mayor of Upper Hutt as at the date of incorporation;
 - (b) in respect of the appointees of the Mayor of Upper Hutt until the Mayor of Upper Hutt for the time being terminates such appointment;
 - (c) in respect of the President and Vice President of WRC for so long as each of them holds office. Original Trustees **JOHN EDWARD FOKERD** and **DAVID WILLIAM BUTLER** hold office as President and Vice President of the WRC as at the date of incorporation;
 - (d) in respect of the appointee of the WRC President the appointment is terminated by the WRC President for the time being. Original Trustee **RONALD ALEXANDER DIXON** holds office as the appointee of the WRC President as at the date of incorporation.
- Notice of every appointment or termination of appointment shall be in writing, be delivered to the Secretary of the Board, and take effect on its receipt.
7. A trustee shall ipso facto cease to hold office if he or she:
- (a) becomes bankrupt; or
 - (b) is convicted of any offence punishable by imprisonment for a term of two years or more; or
 - (c) is convicted of any offence punishable by imprisonment for a term of less than two years and is sentenced to imprisonment for that offence; or
 - (d) becomes the subject of a compulsory treatment order under the Mental Health (Compulsory Assessment and Treatment) Act 1992, or

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- (e) has a personal order made in respect of him or her or has a property order made in respect of the whole or part of his or her property under the Protection of Personal and Property Rights Act 1988; or
- (f) resigns office by notice in writing delivered to the Board; or
- (g) is absent without leave of the Board from four consecutive meetings of the Board;
- (h) has his or her appointment terminated pursuant to paragraph 6(b) or 6(d).

FRIENDS OF THE TRUST

8. These provisions apply.
- (a) The Board may invite those who are sympathetic with the objectives of the Trust to become Friends of the Trust by payment to its funds of an annual contribution fixed from time to time by the Board.
 - (b) Friends shall not be or be deemed to be members of the Trust and shall only remain such during each year in which they have paid the annual contribution from time to time so fixed.
 - (c) A copy of the accounts statement and report required to be delivered to WRC under paragraph 9(c) hereof in respect of every year for which such a contribution was made shall be posted to every Friend at the last address in the records of the Trust for information and interest.

DUTIES OF THE BOARD

9. The duties of the Board are:
- (a) to receive manage control invest expend and put to use the trust property in furtherance of the trusts hereof, **PROVIDED ALWAYS** that every application of and payment out from the trust property in furtherance of the trusts hereof is made for charitable purposes within New Zealand;
 - (b) to keep full and proper accounts of its management control investment application and expenditure of the trust property and to have the same audited by a member of the Institute of Chartered Accountants of New Zealand, not being a trustee, and once and not later than the last day of April in each year during the continuance of the Trust to furnish to the Board without charge a full accurate and reasonably detailed account of its receipts and payments for the previous period in the first instance, and previous year thereafter, ended on the 31st day of December and a statement of the assets and liabilities of the Trust duly audited and together with a report on the operations of the Trust for that period or year;
 - (c) to supply to the Board without charge any further information as to the trust property and its administration as the Board would be entitled to demand and

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receive were it a beneficiary absolutely entitled to the trust property (**BUT** nothing in this paragraph or elsewhere hereto expressly or impliedly contained shall enable the Board to any beneficial interest hereunder whatsoever).

POWERS AUTHORITIES AND DISCRETIONS OF THE BOARD

10. In the administration of the trusts hereby declared the Board is authorised and empowered at any time and from time to time and if and when in its absolute discretion it considers it wise or expedient or necessary or convenient so to do and in addition to and in extension of all other powers authorities and discretions conferred upon it from time to time by statute or by law to exercise all or any of the following powers and authorities (and in respect of the trust property in relation not only to capital but also to income - including accumulated and reserved income - and all other assets for the time being comprising the trust property or arising or arisen out of the trust property and still in the hands possession or control of the Trust or the Board) and so that the same shall be recurrent and exercisable if and as often as occasion arises and as many times as the Board sees fit and, except as is set out in the proviso to paragraph 9(a) hereof, shall not be deemed or construed to be restricted merely by reference to the nature or extent of the trusts hereby created:
- (a) to receive manage and control turn to account invest and administer the trust property and each and every part thereof to the best advantage and so that in the opinion of the Board the best possible return therefrom may be obtained consistent with the protection and preservation of the trust property;
 - (b) to initiate and/or carry out projects for any of the objectives which it is empowered to seek, with the consent of WRC, as it considers necessary or desirable;
 - (c) to make such grants to or in aid of or to make donations or give assistance to or make contracts with such individuals trusts companies corporations associations societies institutions or other organisations or authorities as it considers necessary or desirable to further the objectives of the Trust;
 - (d) to make known and further the objectives and activities of the Trust by advertising in any medium or by any means which it considers necessary or desirable;
 - (e) to co-operate with other bodies or organisations having objectives in whole or in part similar to those of the Trust including the WRC Equine Charitable Foundation Trust;
 - (f) to establish subsidise promote co-operate or affiliate with subscribe or donate to or become a member of control manage superintend lend or give monetary assistance to or otherwise aid associations institutions and organisations incorporated or not incorporated with objectives substantially similar to those of the Trust;
 - (g) to raise money by all lawful means including by way of donation, application for grants, to soliciting, receiving and enlisting financial or other aid from individuals,

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trusts, companies, corporations, associations, societies, institutions and other organisations or authorities and from governments departments of state and public bodies and to conduct fund-raising campaigns and through participating or arranging revenue generating activities;

- (h) to take and grant leases, sub-leases and licences for the purposes of achieving the objects of the Trust on such terms as the Board considers appropriate;
- (i) to enter into management agreements and consultancy agreements with organisations or individuals for the provision of services that further the objects of the Trust;
- (j) to invest the whole or any part of the trust property for the time being and from time to time consisting of money upon such form of security or without any security or in such investment or in the purchase of such property or in such manner as the Board thinks fit and whether such forms of security investments or property are such as trustees are by law authorised to invest in or not and from time to time be liable for any losses which may be occasioned howsoever by any such investment or variation or alteration thereof, the mention being that the Board shall not be in any way restricted, except as is set out in the proviso to paragraph 9(a) hereof, in respect of the employment or investment of the trust property whether by any other provision of this Deed or by any other means **AND WITHOUT PREJUDICE** to the generality of the foregoing the Board is by way of example empowered to invest in:
 - (i) any form of security for the time being authorised by law as a trustee security;
 - (ii) shares in or debentures or debenture stock or bonds or covenants or notes secured or unsecured convertible or inconvertible or any other security issued by any company or corporation (public or private) and whether by original subscription therefor or by purchase or exchange and whether at par a discount or a premium and subject to and/or with the benefit of such conditions as the Board thinks fit;
 - (iii) shares in any permanent or mutual building society and the deposit of moneys from time to time with any such building society;
 - (iv) deposits fixed or otherwise with any trading bank savings bank mercantile firm or local authority;
 - (v) loans with or without security or adequate security therefor and with or without interest;
 - (vi) the purchase of any policy of life insurance on the life of any person and whether fully paid up or not. The payment of premia payable and to become payable in respect of any policy of life insurance when the policy

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is the property of the Trust and the proceeds of such insurance on surrender or maturity will form part of the trust property;

- (vii) the acquisition of any form of property which the Board is by this Deed or by law empowered to acquire by way of purchase or otherwise deal in;
- (viii) the provision of moneys required for the conduct of any business in which the Board thinks fit to engage or the Trust is for the time being engaged or concerned either alone or in partnership;
- (ix) the subscription for or purchase of units in any unit trust or mutual fund;
- (x) any investment pool or co-ownership arrangement under which the Trust has rights only to a share of the total investment fund;

AND IT IS SPECIFICALLY DECLARED that the powers of investment above set forth shall not be limited to investment within New Zealand but shall operate without any territorial limits those which may be imposed on investors generally from time to time by the laws of New Zealand;

- (k) to sell (either for cash or on any terms) subdivide exchange hire let or sublet or lease or grant any form of tenancy or licence and for any period and at any rental and upon and subject to such conditions as the Board thinks fit to impose or agree to all or any part real or personal of the trust property;
- (l) to acquire by purchase or otherwise and for cash or on any terms any freehold land or any other estate or interest (leasehold or otherwise) in land whether solely or in common in equal or unequal shares and any and every kind of personal property whether solely or in common in equal or unequal shares generally upon such terms and subject to such conditions as the Board thinks fit;
- (m) to erect buildings of any kind upon any land in which the Trust has any estate or interest or right of occupation or user or for the time being forming part of the trust property or with the consent of the land owner and to repair reinstate alter remodel and improve any buildings upon any such land and to develop such land in any manner which the Board thinks fit;
- (n) to vary any contract of sale or purchase or any lease tenancy or licence and to rescind or take proceedings to enforce any agreement for sale and purchase or lease or licence and whether the Trust is vendor or purchaser lessor or lessee licensor or licensee;
- (o) to borrow moneys either without security or upon the security of the trust property or any part thereof and either on flat mortgage table mortgage or current account from any bank institution or mortgagee, or lender of any kind for any purpose connected with the trust, the management control

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extension improvement or development of the trust property or the payment of liabilities of the Trust and upon such terms and for such term or period and at such rates of interest as the Board thinks fit and to give make and execute such securities as the lender may require and the Board thinks fit including in such securities power of sale to the holder thereof;

- (p) in relation to all property for the time being forming part of the trust property to do perform and execute all acts deeds matters and things which the Board if itself the absolute owner thereof could do in and about the control management and development thereof;
- (q) to assign transfer or dispose of (either for cash or otherwise on such terms as the Board thinks fit) to any limited liability company or to any trustees for any intended limited liability company any assets which may be wholly or in part subject to the trusts hereof and to subscribe to the capital of or any increase in capital of or to make advances to any such company and to accept in lieu of cash an allotment of shares whether fully paid up or not in the capital of any such company or any debentures or notes secured or unsecured convertible or inconvertible or other bonds covenants charges or security from any such company or related company over the whole or any portion of its assets or undertaking to secure the payment of any purchase money or the repayment of any such advances and to buy and sell shares in any such company;
- (r) to promote and join with others in promoting any company private or public and in cases where the Trust is a shareholder or financially interested in any such or any other company to consent to join in and assist in any scheme for the enlargement amalgamation reconstruction or liquidation of or any other dealing with the constitution and capital of any such company or its assets affairs and business concerns generally;
- (s) to enter into any trade arrangements and agreements generally which in the opinion of the Board may be beneficial or convenient to the Trust and the administration thereof or to any business in which the Trust may be concerned and whether by way of commission restraint limitation of competition sharing of rights or otherwise;
- (t) to write off annually by way of depreciation and as a charge against income in the first instance such sum from the value of the trust property as in accordance with the current practice of chartered accountants may reasonably be regarded as annual depreciation for any asset forming part of the trust property;
- (u) to engage in or to carry on either alone or in partnership with any other or others any business whatsoever whether farming horticultural viticultural orchard forestry commercial manufacturing processing or otherwise

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howsoever and whether at wholesale or retail and any business ancillary thereto and to do all acts deeds matters and things in relation to the conduct of every such business which may in its opinion be requisite necessary advisable or desirable in relation thereto or in the interests of the Trust and to employ all or any part of the trust property thereto at any home and from time to time whether in providing plant vehicles equipment livestock dead stock stock-in-trade furniture fittings fixtures tools or otherwise as the operation of such business in the opinion of the Board requires;

- (v) to employ and pay out of the trust property clerks servants officers and all others considered desirable to do any and all acts in relations to the trust property and the administration of the same and of the Trust whether or not the Board personally could do or have done those acts;
- (w) to open and operate upon any banking account or other account with any bank mercantile firm or institution and to delegate authority to operate upon every such account;
- (x) to pay and discharge all the costs and expenses of and incidental to the preparation and completion of this Deed and the establishment of the trust hereby created and all the costs and expenses of the administration of the Trust and all reasonable travelling accommodation and other out-of-pocket expenses of any trustee incurred in attending meetings of the Board or any committee or otherwise upon the business of the Trust and all fees payable under paragraph 131.1(b) hereof;
- (y) to indemnify every employee of the Trust in respect of:
 - (i) liability, not being criminal liability nor in respect of a breach of fiduciary duty owed to the Trust, for any act or omission in his or her capacity as an employee; and
 - (ii) costs incurred by that employee in:
 - (iii) defending or settling any claim or proceeding relating to any such liability; or
 - (iv) defending any criminal proceeding in which the employee is acquitted;
- (z) to effect insurance for all trustees and employees in respect of the liabilities and costs referred to in paragraph 11 and paragraph 10(y) above.
- (aa) in paragraphs 10(y), 10(bb) and 11, "trustee" includes a former trustee, "employee" includes a former employee, and "effect insurance" and

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"indemnity" have the meanings assigned to them in Section 162(9) of the Companies Act 1993;

- (bb) to take and act upon the opinion of any barrister not being a trustee hereof whether in relation to the interpretation of this Deed or of any other document or statute or as to the administration of the Trust and so that the Board shall not be liable in respect of any act done by it in accordance with such opinion but nothing in this clause shall prevent it from applying to the Court if it should think fit;
- (cc) to accept and administer as part of the trust property and as an accretion thereto any property of what nature or kind soever which may be or become vested in it whether by WRC or by any other person whomsoever and whether by way of gift settlement will codicil or otherwise provided that the instrument (if any) so vesting the same so permits;
- (dd) to undertake and execute any trusts the undertaking whereof it considers necessary or desirable for furthering any of the objectives of the Trust and to accept any gift endowment or bequest made to the Trust for the purpose of any specific object and to carry out any trusts attached to any gift endowment or bequest provided that the Board shall only deal with any property which is subject to a separate trust in such manner as is allowed by law having regard to such trusts and after giving all notices required under the Charitable Trusts Act 1957 where applicable;
- (ee) from time to time to make rescind add to or amend such by-laws or regulations, not inconsistent with any Statute or with this Deed as for the time being in force, for the regulation or control of any of the property or affairs of the Trust as it deems necessary or desirable;
- (ff) generally to do all such acts matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of any of the objectives of the Trust; and
- (gg) to apply for incorporation and registration of the Board as a Charitable Trust under Part II of the Charitable Trusts Act 1957;
- (hh) to grant financial or other assistance by such means as the Board considers appropriate to any organisation for the furtherance of any of the objectives of the Trust;
- (ii) to collaborate in such manner as the Board thinks fit with any person, organisation or body in any activity or project which is consistent with or will advance the Objects.
- (jj) generally to do things which are consistent with the foregoing Objects and which may conveniently or advantageously be carried on in connection therewith and which are charitable according to the laws of New Zealand;

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- (kk) generally to do anything that enhances the use of Trentham as a community facility for the benefit of the general public and to make better use of those facilities on non-race days for the objects of the Trust.

INDEMNITIES OF THE BOARD

11. The Board acting in good faith in the exercise of the powers authorities and discretions or any of them hereby conferred upon it and in the administration of the Trust and the trusts hereof shall not be answerable for any loss which may be occasioned by such exercise of such powers nor for any omission failure or neglect to exercise all or any of the powers hereby conferred upon it.

The Trust indemnifies every trustee in respect of:

- (a) liability, not being criminal liability nor in respect of a breach of the duty to act in good faith, for any act or omission in the capacity of a trustee; and
 - (b) costs incurred by that trustee in:
 - (i) defending or settling any claim or proceeding relating to any such liability; or
 - (ii) defending any criminal proceeding in which the trustee is acquitted.
12. Every trustee may notwithstanding that he or she is an office-holder in any company merely by virtue of the trusts hereby created accept any office in such a company and be employed thereby and thereto and have dealings with the same to that trustee's profit and at such remuneration as is agreed between the company and the trustee in all respects as if that trustee were not a trustee and neither that trustee nor the Board shall be answerable to the Trust for the profits accruing to such trustee from the company by virtue of such employment or dealings.
13. Every trustee:
- (a) shall be entitled to be reimbursed and paid all reasonable travelling accommodation and other out-of-pocket expenses incurred in attending meetings of the Board or any committee or otherwise upon the business of the Trust;
 - (b) who renders professional services to the Trust in the course of and as part of the carrying on as business of a professional public practice by that trustee shall be entitled to make and receive all such fees and emoluments for the rendering of those services to the Trust as he or she would have been entitled to make and receive if not being a trustee hereunder he or she had been employed by the Board for that business.

PROCEEDINGS OF THE BOARD

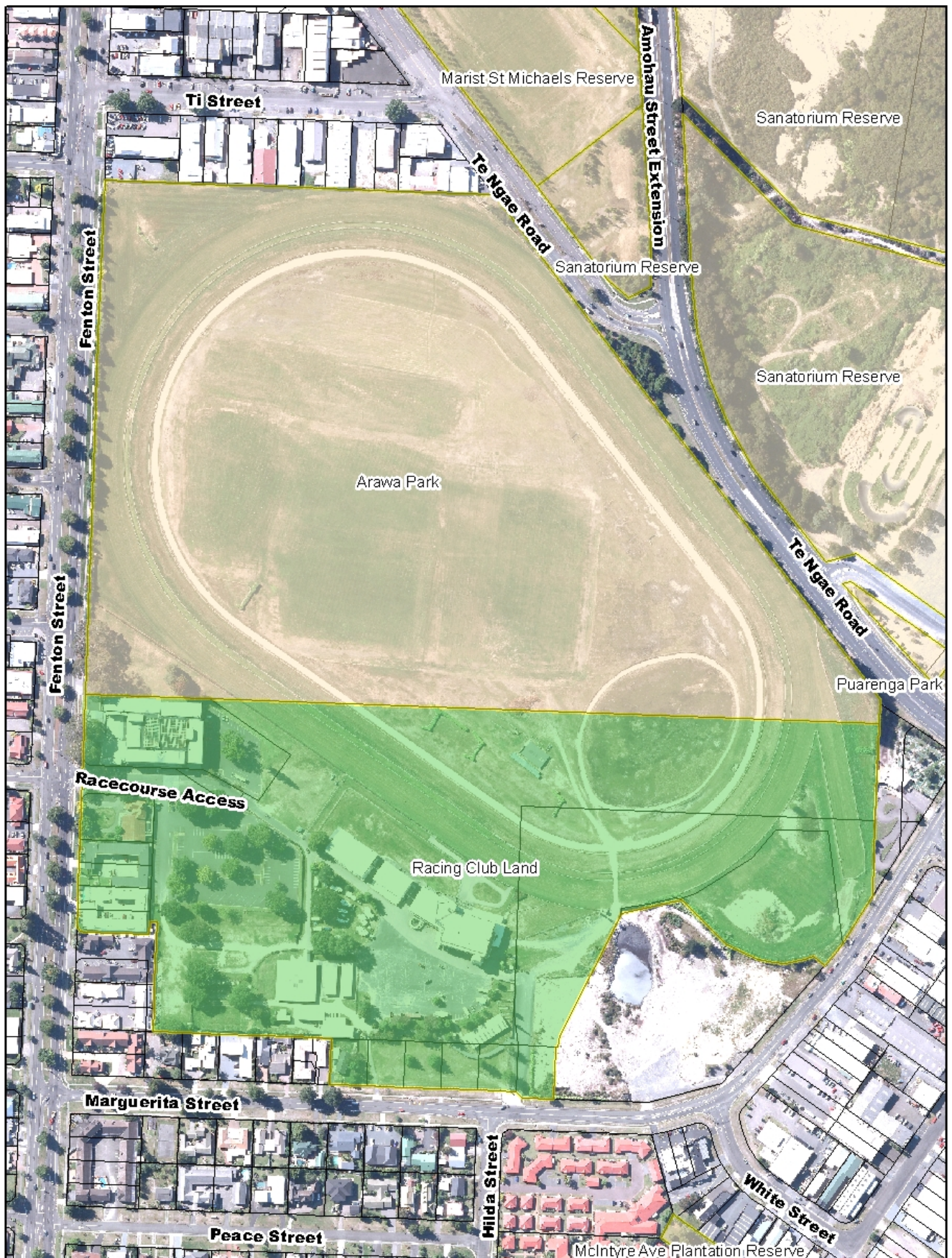
14. The proceedings of the Board shall be governed by the following rules.

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- (a) The Board shall hold meetings as often as its business requires and in any event at least once in every year. The Chair alone or any two trustees may require the Secretary to summon a meeting of the Board. Written notice shall be given to every trustee of all meetings. Notice of every meeting shall be sent by post and shall be deemed to have been duly delivered if posted to all the trustees twenty one clear days before the date fixed for the meeting and addressed to their respective last known places of abode or business.
- (b) The Board shall annually and not later than the 31st day of March elect one of the trustees to be Chair of the Board. If present the Chair shall preside over a meeting of the Board. If the Chair is not present, the trustees present shall elect one of them present to preside over that meeting of the Board. Pending the first such election **WAYNE NOEL GUPPY** shall be acting Chair.
- (c) The presence of a majority of the trustees for the time being in office shall be necessary to form a quorum for a meeting of the Board.
- (d) Each trustee present at a meeting of the Board shall be entitled to one vote except that the Chair or presiding member as the case may be shall have both a deliberative and a casting vote, and all matters requiring decision by the Board shall be decided by vote and the result determined according to a bare majority of the votes cast for or against any proposal **PROVIDED HOWEVER** that the bare majority must always comprise a bare majority of the trustees for the time being in office whether present or not.
- (e) Notwithstanding paragraphs 14(a) and 14(b) and the contemporaneous linking together by telephone (with or without video) or by video with sound or by other sound or sight and sound means of communication (all of which means are referred to in this paragraph as "telephone") of the trustees being not less than a quorum shall be deemed to constitute a meeting of the Board so long as the following conditions are met:
 - (i) all trustees shall be entitled to notice of a meeting by telephone and to be linked by telephone for the purposes of such meeting. For the purposes of this paragraph notice may be given by telephone;
 - (ii) at the start of each such meeting every trustee taking part in that meeting must be able to hear all of the other trustees taking part, and must acknowledge his her presence for the purpose of the meeting to every other trustee taking part;
 - (iii) no trustee may leave a meeting by disconnecting the telephone unless that trustee has obtained the express approval of the Chair or presiding member as the case may be of the meeting. Every trustee present at the start of the meeting shall be deemed to form part of the quorum at all times during the meeting unless express approval to leave the meeting has been given by the meeting to that trustee;

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Arawa Park / Racing Club Owned Land



ROTORUA DISTRICT COUNCIL

His Worship the Mayor
Chairperson and Members
NGATI WHAKAUE GIFTED RESERVE PROTOCOL MEETING

AIRPORT WETLAND MITIGATION

Report prepared by: Clayton Oldham, Asset Manager

Report approved by: Nico Claassen, Group Manager Infrastructure Services

1. **PURPOSE**

The purpose of this report is to inform the Committee on the assembly location of the proposed floating wetlands to comply with the wetland mitigation conditions of the Airport designation and earthworks consent.

2. **RECOMMENDATION 2**

2.1 **THAT THE REPORT TITLED 'AIRPORT WETLAND MITIGATION' BE RECEIVED AND THE CONTENTS NOTED.**

3. **BACKGROUND**

3.1 **Airport Designation Condition**

Earthworks associated with the expansion of Rotorua Airport were undertaken to extend the runway. These works included filling of 4.97ha of wetland at the south end of the runway. Condition (e) of the Airport Designation has wetland mitigation provisions to replace this wetland area. Confirmation of compliance with Condition (e) of the Airport designation will also be required from Rotorua District Council Regulatory. Condition (e) requires the creation of an area of new wetland at least as large as the area filled or double that area of existing degraded wetland rehabilitated. The identification of such areas is to be undertaken by an appropriately qualified ecologist and subject to the preparation of a management plan to be acceptable to Rotorua District Council.

A similar wetland mitigation condition regarding creation of 4.33ha of new wetland area or double the area of rehabilitated wetland was reflected in the Bay of Plenty Regional Council (BOPRC) enabling consent (64785) for earthworks.

3.2 **Site Investigations**

Rotorua District Council engaged Andy Garrick (Wildlands Consultants) to evaluate possible sites for wetland enhancement, or the creation of new wetlands. (See Wildlands report 1973f).

Ngati Uenukukopako are very keen that any wetland development should be in their rohe, and Wildlands worked with the iwi looking for appropriate areas but those investigated were either too small or insufficiently buffered to be viable. One possible area adjacent to Ruamata Marae extended into 6 privately owned parcels of land with multiple ownership. Discussion with the landowners has not resulted in any agreement for wetland development, so the inspection area was extended to a 10 kms radius of the airport.

3.3 Floating Wetlands Bay of Plenty Regional Council/ TALT Consent

BOPRC & TALT hold a generic resource consent (Consent no 65952 granted 17th Dec 2009) to construct floating wetlands which have a number of functions which include;

- Assimilation of nitrogen and phosphorus from the water column
- Provides habitat for some wetland fauna
- Educational resource

Following a number of trials by NIWA, BOPRC have recently installed a large Floating Wetland (FW) of some 2,800m² in Lake Rotoehu for nutrient removal.

For each proposed floating wetland location, the resource consent requires that a full plan be prepared by the applicant and there should be full consultation with Fish and Game, Department of Conservation (DOC), Iwi and local landowners. Once this has been received, the BOPRC Lakes Manager reviews the application and if satisfactory passes it to Te Arawa Lakes Trust (as co consent holders) for approval. When both groups approve the scheme, it is passed to BOPRC consents department as notification of intent to install a FW. This meets the consent compliance requirements for installation.

3.4 Proposed Floating Wetland – Rotorua Airport

3.4.1 BOPRC Earthworks Consent 64785

Rotorua District Council was involved in the FW resource consent consultation process and was aware of the benefits of FWs. They are currently investigating the possibility of constructing a large FW with the 'Rotorua' name and logo. This will be used in part to meet the obligations of BOPRC consent condition 12.7 to replace 4.33ha of lost wetland from the airport expansion. In support of the proposal, Rotorua District Council commissioned John McIntosh (consultant scientist) to prepare a report (this was sent to BOPRC on 27th May). John was involved in the original FW consent application and setting up the NIWA trial to look at the nutrient stripping capabilities of FWs. In the report, John suggests that the multiple benefits of FW compared to terrestrial wetlands (terrestrial wetland) is a 4-6 time multiplier, although it is acknowledged that FWs can not duplicate all of the functions of a terrestrial wetland.

BOPRC has agreed to the use of a FW as part of the mitigation.

Total area agreed to be 4.33ha new or 8.66ha rehabilitated.

BOPRC agreed that 2.5ha to 3ha to be new terrestrial based wetland or 5ha to 6ha of rehabilitated wetland. The remainder can be mitigated by a floating wetland.

The report by ecologist John MacIntosh (attached) has been reviewed and considered by BOPRC to determine what level of effectiveness of FW versus terrestrial wetland will be accepted. BOPRC has accepted a benefit ratio of 6:1 for FW versus terrestrial wetland.

3.4.2 Rotorua District Council Airport Designation

Rotorua District Council Planning has been consulted about Rotorua District Council Consent requirements (eg Landscape, Visual effects etc).

Rotorua District Council planning agreed in principle that a FW can be used to partially offset the mitigation requirements for Condition (e) of the airport designation.

Total area agreed to is 4.97ha new or 9.94ha rehabilitated.

Rotorua District Council has agreed that minimum of 2.5ha to 3ha be terrestrial based new wetland or 5ha to 6ha of rehabilitated.

The report by ecologist John MacIntosh (attached) has been reviewed by Rotorua District Council planning and the level of effectiveness of FW versus terrestrial wetland accepted by BOPRC has been accepted by Rotorua District Council planning.

The wetland spelling "Rotorua" is considered a sign requiring resource consent from Rotorua District Council, which has been obtained.

3.5 Floating Wetland Size

Based on BOPRC and Rotorua District Council feedback a total area of 2 ha of new wetland is required. Applying a 6:1 effectiveness ratio gives 3333m² of FW required. (Note this includes the 4m perimeter influence area.)

The proposed wetland will have a surface area of 3,500m². Cost estimate to build is \$875,000 + GST. Consultation costs are not included and are estimated to be of the order of \$25,000. Estimated total project cost of \$900,000

3.6 Wetland Construction

The wetland is made of modules that are about 2m wide by 4m long by 150cm thick. The modules have been manufactured by the supplier and are at their site in Kaiwaka. The modules will be transported to Rotorua and assembled to make the wetland.

Two or more modules are bolted together on land to form a strip. The strip is then launched into the lake. Each strip is bolted to an adjoining strip. The size of each strip is limited to the ability to move the strip into the lake without damaging the modules.

When enough strips have been assembled a wire rope is threaded thru the modules, tightened and clamped to lock the strips together. Getting sufficient tension on the rope is crucial to the successful assembly of the wetland. Tensioning the rope is not possible unless the water is calm.

The proposed final location of the wetland is by the airport. The closest assembly point at Hannah's Bay is fully exposed to wind and chop and is not suitable for assembly of the wetland.

We have searched for an alternative site to assemble the wetland. The bay to the west of sulphur point has been identified as ideal for the assembly site, as it is sheltered from the prevailing westerly and southerly winds, shallow allowing easy assembly by the contractor crew, and had a sealed carpark area suitable for unloading of trucks carrying modules.

As the wetland is assembled it will need to be temporarily moored until assembly is completed. Once complete, it is proposed that the wetland is moved to the eastern side of the lake to its final location where it will be permanently moored adjacent to the Airport.

3.7 Consultation

Affected and interested parties have been consulted. DOC and Fish and Game have been consulted and have no issues with the location of the floating wetland. The operator of Rotorua Airport has raised concerns regarding attracting birds. Approval from the operator RRAL has been given on the understanding that if any issues do arise regarding birds, that we will investigate and find solutions to remedy the issue.

The Harbour Master has advised that a 5 knot speed restriction applies near any moored structure and will apply around the wetland. We are also required to establish and maintain navigational lights on the wetland.

We have contacted the local iwi Ngati Uenukukopako regarding locating the wetland in the lake in their rohe. We have met twice to outline our proposals for a possible location for the wetland. The final location of the wetland is subject to their approval. Consultation is continuing.

3.8 Funding

Funding of the wetland has been secured and approved, RDC 50% and 50% by Bay of Plenty Regional Council and MfE.

4. Attachments

Attachment 1 – Rotorua Island Concept Plan

ROTORUA DISTRICT COUNCIL

His Worship the Mayor
Chairperson and Members
NGATI WHAKAUE GIFTED RESERVES COMMITTEE

60-12-270\02

PUKEROA ORUAWHATA TRUST AND ROTORUA DISTRICT COUNCIL WORKING RELATIONSHIP AGREEMENT PROPOSAL

Report prepared by: Garry Page, Parks and Recreation Manager

Report approved by: Nico Claassen, Group Manager Infrastructure Services

1. PURPOSE

The purpose of the report is to inform the members of the Ngati Whakaue Gifted Reserves Protocol Meeting about the proposal to begin working on a 'Working Relationship Agreement' between Pukeroa Oruawhata Trust and Rotorua District Council.

2. RECOMMENDATION 3

- 2.1 THAT THE REPORT TITLED 'PUKEROA ORUAWHATA TRUST AND ROTORUA DISTRICT COUNCIL WORKING RELATIONSHIP AGREEMENT PROPOSAL' BE RECEIVED AND THE CONTENTS NOTED; AND**
- 2.2 THAT THE PROPOSAL TO DEVELOP A "PUKEROA ORUAWHATA TRUST AND ROTORUA DISTRICT COUNCIL WORKING RELATIONSHIP AGREEMENT" BE SUPPORTED BY THE GIFTED RESERVES PROTOCOL COMMITTEE.**

3. BACKGROUND

With the significant amount of development activity Pukeroa Oruawhata Trust is undertaking in the city both currently and into the future it has been suggested that there could be a management agreement between the two parties to help define and eliminate some of the reoccurring technical process issues that some of the standard Council policies are causing.

The District Council acknowledges Pukeroa Oruawhata as a significant partner in developing the future of the city and would like to reflect this in an appropriate working agreement to help enhance and build on a more efficient and effective working relationship.

An initial meeting between Hulton Patchell and the District Council around some working difficulties with the Rotorua Central construction highlighted the potential for providing some policy exceptions for Pukeroa Oruawhata.

Pukeroa Oruawhata is a major landowner and developer (current & future) of significant areas of the CBD. Similar to Council they represent a significant number of our local residents and are developing at such a scale that warrants a stronger partnership and understanding to achieve the best for our cities future.

4. **VISION**

This will be both a visionary document highlighting how Council staff and Pukeroa Oruawhata staff would communicate and share information, plus a process agreement identifying how Council Policies might be managed between the two parties.

This would be a working document, that would evolve as the partnership and projects evolve in the development of the city.