

I hereby give notice that an ordinary meeting of the Golden Bay Community Board will be held on:

**Date:** Tuesday 10 July 2018  
**Time:** 9.00 am  
**Meeting Room:** Takaka Office, 78 Commercial Street,  
**Venue:** Takaka

## Golden Bay Community Board

### CORRESPONDENCE

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**Emma Gee**

**From:** Abbie Langford <[abbie.langford22@gmail.com](mailto:abbie.langford22@gmail.com)>  
**Sent:** Friday, 1 June 2018 8:15 a.m.  
**To:** Emma Gee  
**Subject:** Fwd: GB A&P Assn/GBSRF mediation

Can we add as late correspondence please? It will need a response

Thanks  
 Abbie

----- Forwarded message -----

**From:** budgie baigent <[budgiebaigent@hotmail.com](mailto:budgiebaigent@hotmail.com)>  
**Date:** Wed, 30 May 2018, 5:53 PM  
**Subject:** GB A&P Assn/GBSRF mediation  
**To:** Abbie Langford <[Abbie.Langford22@gmail.com](mailto:Abbie.Langford22@gmail.com)>  
**Cc:** Paul <[sangsters33@xtra.co.nz](mailto:sangsters33@xtra.co.nz)>, Golden Bay A&P Association <[goldenbayshow@gmail.com](mailto:goldenbayshow@gmail.com)>, Duncan McKenzie <[dr.mckenzie@xtra.co.nz](mailto:dr.mckenzie@xtra.co.nz)>

Hi Abbie,

GBCB18-05-4

At last night's A&P Assn AGM I put a motion to have Cr Olgivie chair a mediation between the parties A&P Assn, GBSRF and TDC with the attendance of GBCB. After much discussion members did not favour having a Councillor mediate as there could be influence from Council. This in no way reflects the ability of Cr Olgivie, just that members are not comfortable with the way Council has handled other issues since the new facility commenced operations at the Park. The Assn resolved that an 'independent' mediator be sought and provided by the GBCB. The A&P Assn reiterates that as an Inc Charitable Society we do not have funds to mediate using solicitors.

I have contacted the Arbitrators and Mediators Institute of NZ who advise there are suitably qualified people in the Nelson region;  
 Jenny Leith - Lower Moutere (03) 9700715  
 Nigel Dunlop - Atawhai 021685910

I don't know exactly how they operate or what fees they charge and haven't contacted them so as to remain impartial.

We would appreciate if the GBCB could provide an independent mediator at the earliest opportunity.

Kind regards,

Noel Baigent  
 Vice President  
 GB A&P Assn  
 5257566

**From:** budgie baigent <[budgiebaigent@hotmail.com](mailto:budgiebaigent@hotmail.com)>  
**Sent:** Sunday, 13 May 2018 10:23 PM

**To:** Abbie Langford  
**Cc:** Paul  
**Subject:** Re: Chairing a meeting

Hi Abbie,

I've got a meeting with the Grandstand Restoration Society tomorrow morning then RSA in the evening.....I'll talk with the A&P Exec soon afterwards to seek their cooperation for a Council chaired mediation. We did ask GBCB to mediate but I understand the requirement for Council to be there. I know some A&P members have reservations about having a Councillor chair the meeting but I'm sure Cr Ogilvie can be impartial and just provide 'chairmanship' for the meeting.

I'll get back to you.

Kind regards,

Noel

---

**From:** Paul <[sangsters33@xtra.co.nz](mailto:sangsters33@xtra.co.nz)>  
**Sent:** Thursday, 10 May 2018 7:03 a.m.  
**To:** 'Noel Baigent'; Abbie Langford  
**Subject:** Chairing a meeting

Hi Noel and Abbie, I talked with David Ogilvie yesterday and he would be happy to chair a meeting with all. Paul S.

**Emma Gee**

**From:** Paula Cater on behalf of Reception Richmond  
**Sent:** Wednesday, 6 June 2018 11:09 a.m.  
**To:** Sue Brown; Richard Kempthorne; Peter Canton; Kit Maling; Stuart Bryant; Tim King; Paul Hawkes; Trevor Tuffnell; Golden Bay Community Board  
**Subject:** FW: attn Councilors and GB Community Board

Reception Richmond  
 Customer Services Team  
 DDI 03 543 8400 | [Reception.Richmond@tasman.govt.nz](mailto:Reception.Richmond@tasman.govt.nz)  
 Private Bag 4, Richmond 7050, NZ



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**From:** rl <uttakaos@xtra.co.nz>  
**Sent:** Wednesday, 6 June 2018 10:25 a.m.  
**To:** Reception Richmond <Reception.Richmond@tasman.govt.nz>  
**Subject:** attn Councilors and GB Community Board

'Attn To'..

Sue Browne, Richard Kempthorne, Peter Canton, Kit Maling, Stuart Bryant, Tim King, Paul Hawkes, Trevor Tuffnell. AND

Golden Bay Community Board.

Hi team , your decision to 'Demolish' Takaka Grandstand has been made based on

incomplete,

incorrect, .... reports are found factually incorrect.

selective information.

-- i seek to have the vote overturned and then have a full review of the facts.

best regards

Rod Langford

Onekaka.



----- Forwarded message -----

From: Project Resource Ltd. <[info@projectresource.co.nz](mailto:info@projectresource.co.nz)>

Date: Sun, 10 Jun 2018, 6:22 PM

Subject: The Golden Bay Grandstand and Unanimous CB Resolutions

To: Abbie Langford <[abbie.langford22@gmail.com](mailto:abbie.langford22@gmail.com)>, Dave Gowland <[dgowland@xtra.co.nz](mailto:dgowland@xtra.co.nz)>, Averill

Grant <[averillgrant@hotmail.com](mailto:averillgrant@hotmail.com)>, <[tribulldrums@xtra.co.nz](mailto:tribulldrums@xtra.co.nz)>

Cc: <[sue.brown@tasman.govt.nz](mailto:sue.brown@tasman.govt.nz)>, <[paul.sangster@tasman.govt.nz](mailto:paul.sangster@tasman.govt.nz)>

Hello Abbie

I am very pleased to hear that you are now attempting to recover your reputation from the consequences of the treasonous debacle you perpetrated in conjunction with Cr Brown at the last Council Meeting.

I will unfortunately not be able to be able to be present at the CB meeting on Tuesday to provide my thoughts to you and your supporter Board Member Knowles in person. However from what I understand from your current stated intentions my planned delivery may not now be necessary in the manner I intended.

I look forward to seeing further record of your actions being now completely transparently focused on the unanimous resolution of the Board you currently chair. This resolution is backed up by the obvious community support for the current proposal evidenced by actual numbers of signatures and actual numbers of attendance at protest gatherings and the obvious maleficence of the actions of Council Staff in reporting to Council which you and I witnessed at the last Council meeting.

Cr Brown opportunity will have to wait for another CB meeting.

Regards

Dick Lamb





**Emma Gee**

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**From:** Janine Dowding  
**Sent:** Monday, 11 June 2018 6:56 p.m.  
**To:** Councillors; Managers (Departmental); Golden Bay Community Board  
**Subject:** Update on the Golden Bay Grandstand  
**Importance:** High

Good evening

There have been further developments today as outlined below:

**High Court proceedings:**

Last Friday, the Council was served with High Court proceedings taken by the Golden Bay Grand Stand Community Trust Incorporated (the Trust) and the Golden Bay Agricultural and Pastoral Association Incorporated (A&P) (together the Applicants) in relation to the Golden Bay Grandstand.

The Applicants have sought:

1. a judicial review of Council's decisions to demolish the grandstand (the substantive hearing); and
2. interim relief to prevent demolition of the grandstand while awaiting determination of the substantive hearing (the interim relief application); and
3. an undertaking that the Council would not take any steps to demolish the grandstand while awaiting determination on the interim relief application .

In summary, the Applicants have alleged that the Council breached the A&P's rights under the Reserves and Other Lands Disposal Act 1959 and that the Council acted unlawfully in making its decisions to demolish the grandstand. The Applicants have sought (amongst other things) a declaration that the Council acted unlawfully in the decisions to demolish the grandstand and orders setting aside the Council's decisions to demolish the grandstand.

**Current situation & next steps:**

A judicial teleconference was held today before Her Honour Justice Cull. James Winchester from Simpson Grierson joined for the Council, and Craig Linkhorn and Tom Bennion joined for the Trust/A&P.

In summary:

- Justice Cull indicated that the Council should give an **undertaking** to not take any irreversible action in relation to the removal of the grandstand until the interim relief application is heard and determined.
- This undertaking is likely to be filed with the Court tomorrow (Tuesday)
- Our lawyers and the Trust/A&P's lawyers will agree a timetable which allows for an **urgent hearing** on the interim relief application
- The Court will try and find a half day for the interim relief hearing (most likely in Wellington), hopefully in the next few weeks

Given that this matter is before the Court, it would not be appropriate to enter into an email exchange or publicly discuss the detail or merits of the case. It is anticipated that it will be discussed at the next Council meeting on 28 June.

Regards  
Janine

Item

**Janine Dowding**  
Chief Executive Officer  
DDI 03 543 7205 | [Janine.Dowding@tasman.govt.nz](mailto:Janine.Dowding@tasman.govt.nz)  
Private Bag 4, Richmond 7050, NZ



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Attachment 4

18/05/2018

**Tasman Bays  
Historic Wharves  
Trust**

**Deed of Trust**

Attachment 5

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Fletcher Vautier Moore  
Lawyers  
Richmond

g:\client data\455328\288\180506srr-deed of trust.docx

18/05/2018

**Deed****Between**

- (1) [name], of [address], [occupation]
  - (2) [name], of [address], [occupation]
  - (3) [name], of [address], [occupation]
  - (4) [name], of [address], [occupation]
  - (5) [name], of [address], [occupation]
- (Trustees)

**Background**

- A** The parties to this deed wish to establish a charitable trust (**Trust**) for the purposes described in clause 4.1 of this deed.
- B** The Trustees have agreed to enter into this deed specifying the purposes of the Trust and providing for its control and governance.

**This Deed Witnesses****1. Name and trust property**

- 1.1 The name of the Trust shall be **Tasman Bays Historic Wharves Trust**.
- 1.2 The Trustees acknowledge and declare that they have received the sum of \$100.00 which they hold, together with such other assets as may be added from time to time, upon the trusts declared in this deed.

**2. Incorporation**

- 2.1 The Trustees will apply for incorporation as a Board under Part 2 of the Charitable Trusts Act 1957.
- 2.2 The name of the Board shall be **Tasman Bays Historic Wharves Trust** or such other name as the Board may determine from time to time.

**3. Registered office**

- 3.1 The registered office of the Board shall be such place in the Nelson/Tasman region as the Board may determine from time to time, and shall first be at [ ].

**4. Purposes**

- 4.1 To carry out the following charitable purposes within the Tasman region:

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- (a) To foster, promote and celebrate a sense of history and awareness of the importance of the Tasman District's heritage and identity represented by the wharves at Milnthorpe, Waitapu, Collingwood, Mangarakau, and the old Motueka wharf, and as far as practical to enable the wharves to be continued to be used by the citizens of Tasman District in particular, and New Zealand in general.
- (b) To restore and maintain the wharves at Milnthorpe, Waitapu, Collingwood, Mangarakau and Motueka for the benefit of the citizens of Tasman District in particular, and New Zealand in general.
- (c) To co-ordinate and apply funds and other resources from central and local government, and from the private sector, for the attainment of the charitable purposes of the Trust.
- (d) Without restricting the scope of the foregoing, to take all ancillary and related actions to achieve the charitable purposes of the Trust.
- (e) Any private benefit derived by an individual, business or anyone receiving funding from the Trust (other than remuneration for their services as a trustee or employee) will be incidental to the pursuit of the Trust's charitable purposes.
- 4.2 In this deed, "**special resolution**" means a resolution of the Board, passed by a majority of not less than two thirds of the Trustees.
- 4.3 In this deed, "**major transaction**" means a transaction, undertaking, agreement or arrangement that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities, the value of which is more than 25% of the value of the Trust assets at that time.
- 4.4 In this deed, unless the context otherwise requires:
- (a) Clause headings are inserted for reference only and shall not affect the interpretation of this deed.
- (b) References to statutes, or provisions thereof, include that statute or provision as from time to time amended, or re-enacted, and a statute or provision enacted in substitution thereof.
- (c) References to the singular include the plural and vice versa.
- 5. Trustees**
- 5.1 There shall be no more than 8 trustees and no fewer than 5 trustees. The initial Trustees shall be the signatories to this deed.
- 5.2 If at any time there is less than the minimum number of Trustees in office then the remaining Trustees shall restore the number of Trustees to the minimum number.
- 5.3 Unless otherwise specified in this deed, a Trustee shall cease to hold office upon the date the Trustee:

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- (a) Dies; or
- (b) Is declared bankrupt; or
- (c) Is convicted of an offence punishable by a term of imprisonment of two or more years; or
- (d) Is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
- (e) Resigns as a Trustee by written notice to the Board; or
- (f) Fails to attend three consecutive meetings of the Board unless the failure to attend is excused (whether before or after the meeting) at a meeting of the Board; or
- (g) Is disqualified from being a Trustee under section 16 Charities Act 2005; or
- (h) Is removed under the power contained in clause 6.4 of this deed.

#### **6. Appointment/ Retirement/ Removal**

- 6.1 At the conclusion of each Annual Meeting of the Trust two of the Trustees for the time being shall retire from office. The Trustees who so retire shall be those Trustees who have been longest in office since their appointment or reappointment. As between persons who became Trustees on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot.
- 6.2 Subject to clause 6.3 a retiring Trustee will be eligible for reappointment as a Trustee, but the decision to reappoint a Trustee is entirely at the discretion of the Board.
- 6.3 No person shall hold office as a Trustee for more than 8 years.
- 6.4 The power to appoint and remove Trustees is vested in the Board. The power to remove a Trustee must be exercised by special resolution.

#### **7. Board**

- 7.1 From the date of incorporation the Board, consisting of the persons who are for the time being the Trustees, shall be responsible for the governance of the Trust.
- 7.2 The Board shall meet at such times and places as it determines.
- 7.3 The initial chairperson of the Board shall be [ ] and shall hold office until the conclusion of the second Annual Meeting of the Trust unless that Person ceases to hold office as a Trustee under clause 5.4 of this deed. Thereafter, the chairperson shall be as elected by the members of the Board from time to time. The Board shall determine the period for which the chairperson is to hold office, and the Board (excluding the chairperson) may at any time by special resolution remove the chairperson.

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- 7.4 The chairperson shall preside at all meetings of the Board at which he or she is present. In the absence of the chairperson from any meeting, the members present shall appoint one of their number to preside at that meeting.
- 7.5 A quorum for a meeting of the Board is a majority of the Trustees, and no business shall be transacted unless a quorum is present.
- 7.6 The Board shall exercise its powers and discretions by a majority of votes of members present unless otherwise specified in this deed. If the voting is tied, the chairperson shall have a casting vote.
- 7.7 A minute book shall be kept by the Board and all proceedings of the Board shall be entered in the minute book.
- 7.8 The Board shall have the power to appoint and remove a Secretary and/or Treasurer.
- 7.9 Trustees shall be given notice of all meetings by phone, fax, email or letter provided that it will not be necessary to give notice of a meeting of the Board to any Trustee for the time being absent from New Zealand.
- 7.10 The Board shall meet as necessary to conduct the business of the Trust but shall meet not less than once every three months. One of such meetings, to be held not more than three months after the end of the financial year, shall be designated as the Annual Meeting of the Trust. Meetings of the Board shall be convened by the chairperson at such place and time as the chairperson may determine.
- 7.11 A resolution in writing signed by all of the Trustees entitled to receive notice of a meeting of the Board will be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Trustees.

## **8. Meetings by Way of Electronic Communication**

- 8.1 The contemporaneous linking together by telephone or other means of communication of a number of Trustees being not less than the quorum (whether or not any one or more of the Trustees is out of New Zealand) shall be deemed to constitute a meeting of the Board and all the provisions of this deed in respect of such meetings shall apply, so long as the following conditions are met:
- (a) All the Trustees for the time being entitled to receive notice of a meeting of the Board shall be entitled to notice of the meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting and shall have received two working days notice prior to such meeting; and
  - (b) Each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees taking part in the meeting; and
  - (c) At the commencement of the meeting each Trustee must identify himself/herself to the other Trustees and must acknowledge the Trustee's presence for the purpose of the meeting to all other Trustees taking part.

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**9. Powers**

9.1 In addition to the powers implied at law including the powers contained in the Trustee Act 1956 and the Charitable Trusts Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

- (a) To use the Trust property as the Board thinks necessary or proper in payment of the costs and expenses of the Trust, including the employment of professional advisers, agents, and staff as appears necessary or expedient;
- (b) To purchase, take on lease or in exchange or hire or otherwise acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient for the purposes of the Trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid;
- (c) To carry on any business;
- (d) To construct, maintain, improve, manage, develop any real or personal property which, or an interest in which, forms part of the Trust property, or in respect of which the Board holds a licence to occupy, in such manner as the Board thinks fit;
- (e) To lend upon such terms and conditions as the Board thinks fit;
- (f) To accept donations and make gifts for the purposes of furthering the charitable purposes of the Trust;
- (g) To invest surplus funds in any way permitted by law for the investment of Trust funds and upon such terms as the Board thinks fit;
- (h) To borrow or raise money from time to time with or without security and upon such terms as to priority and otherwise as the Board thinks fit;
- (i) To appoint, employ, dismiss and remunerate employees;
- (j) To enter into any arrangement with any local authority or the Government that is conducive to the Trust's purposes, or any of them, and to obtain from any such local authority or the Government any rights, privileges and concessions which the Board think is desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (k) To carry out such fund raising activities for the purposes of the Trust as the Board in their sole and absolute discretion think fit and to expend monies belonging to the Trust for the purposes of carrying out or promoting such activities in such manner as the Board shall in their sole and absolute discretion think fit;
- (l) To acquire, hire, operate and maintain any vehicles;
- (m) To open and maintain bank accounts;
- (n) To advertise the existence and purposes of the Trust;



- (o) To enter into any contract of indemnity, or act as surety, or give any guarantee, provided that any such indemnity, guarantee or security given must relate to the purposes of the Trust;
- (p) To mediate or refer to arbitration any actions, proceedings, disputes, claims or demands against the Board;
- (q) To pay for any Trustee's Liability Insurance cover taken out by the Board from time to time;
- (r) To do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.

9.2 The Board may reimburse the Trustees for all reasonable out of pocket expenses incurred by the Trustees in attending meetings of the Board, and attending to the business of the Trust.

#### **10. Professional Trustees**

10.1 Any person who is a Trustee shall be entitled to charge and receive fees for professional services performed in relation to the administration or execution of the Trust as he or she would have been entitled to make or receive if he or she had not been a Trustee.

#### **11. Restriction on Exercise of Trustees' Powers**

11.1 Trustees may not enter into a major transaction unless the major transaction is:

- (a) authorised by a special resolution; or
- (b) conditional upon the passing of a special resolution.

#### **12. Income, benefit or advantage to be applied to charitable purposes**

12.1 Any income, benefit or advantage is derived by the Trustees in trust for charitable purposes and shall be applied to the charitable purposes of the Trust.

12.2 No Trustee or person associated with a Trustee shall derive any income, benefit or advantage from the Trust where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is remuneration for professional services in accordance with clause 10.1.

#### **13. Accounts and Audits**

13.1 The financial year for the Trust shall be from 1 April in each year to 31 March of the following year.

13.2 The Board shall keep true and fair accounts of all money received and expended.

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Attachment 5

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**14. Delegation by Board**

- 14.1 The Board may from time to time appoint any committee or person and may delegate any of its powers and duties to such committee or person, and the committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.
- 14.2 Any committee or person to whom the Board has delegated powers or duties shall be bound by the terms of this deed.
- 14.3 Every such delegation shall be revocable by the Board at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.
- 14.4 It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

**15. Execution of Documents**

- 15.1 All documents shall be executed in accordance with Section 19 of the Charitable Trusts Act 1957. Upon incorporation as a Board the Trustees shall adopt a common seal, to be held at the office of the Board. A contract which if made by private persons would be by law required to be by deed may be made on behalf of the Board in writing under the common seal of the Board, attested by at least 2 of the Trustees.

**16. Alteration/Variation of the Trust Deed**

- 16.1 The Board may pursuant to a special resolution by supplemental deed make alterations or additions to the terms of this deed provided that no such alteration or addition shall:
- (a) Detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
  - (b) Affect the charitable purposes of the Trust, or clauses 12.1, 12.2 or 17.1 of this deed.

**17. Winding up of the Board**

- 17.1 On the liquidation of the Board or on its dissolution by the Registrar of Incorporated Societies, all surplus assets after the payment of costs, debts and liabilities shall be applied to such charitable purposes within New Zealand as are generally consistent with the purposes of the Trust as set out in this deed, or disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.
- 17.2 The Board shall not be put into voluntary liquidation unless the Trustees unanimously resolve to liquidate the Board.

**18. Trustees' Liability and Indemnity**

- 18.1 No Trustee shall be liable for any losses or liabilities in connection with the Trust not arising out of his or her own dishonesty, wilful default or wilful breach of trust.
- 18.2 Each Trustee shall be indemnified out of the Trust assets for and in respect of all losses, liabilities and expenses incurred or sustained by him or her in the exercise or attempted exercise of the powers and discretions vested in the Trustees under this deed, unless such losses, liabilities or expenses are attributable to the Trustee's own dishonesty, wilful default or wilful breach of trust.

**19. Patron**

- 19.1 The Board may at any time and from time to time appoint a person of its choice as Honorary Patron of the Trust (**Patron**). The Patron shall be entitled to attend, and participate in, any meetings of the Board but shall not be entitled to vote on any matter arising at the meeting.

IN WITNESS WHEREOF this deed is made this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signed by [ \_\_\_\_\_ ] in the presence of:

[ \_\_\_\_\_ ]

18/05/2018

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

Signed by [ ] in the presence of:

[ ]

Witness Signature

Witness Name

Witness Occupation

Witness Address

18/05/2018

Signed by [ ] in the presence of:

[ ]

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signed by [ ] in the  
presence of:

[ ]

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

18/05/2018

Signed by [ ] in the  
presence of:

[ ]

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address



Clr Sue Brown:

I am humbled to be asked to present to the Golden Bay Community Board today on behalf of the Golden Bay Goodwillers. I ask members present to receive this with open hearts and minds.

Since the 24<sup>th</sup> May 2018 Full Council meeting of Tasman District Council many people have been in contact with me.

A number of them are surprised and distressed to find agreed restoration of the grandstand has been replaced by demolition. Commonly they have not been intimately involved during the last two years with the two groups who were seeking to save the grandstand.

They feel they have been silenced and not been heard among the noise of the current hysteria of demonstration, "Takaka Notice Board" and media attention.

They recognise too, that at this late stage, more than two years since this issue was raised, there are constraints on council options due to prior community consultation mandates, the HeritageNZ report and the Environment Court decision.

I fully support their proposal and as a Golden Bay Ward Councillor my pledge to them is:

Firstly, to ask the Golden Bay Community Board to today accept their proposal and collate expressions of intent, from individuals or organisations, which maybe anonymous, and then;

Secondly, to duly present to the CEO of Tasman District Council a suitable motion to come forward to the 28th June 2018 Full Council meeting. My hope and expectation is that the Mayor and my fellow Councillor's will all support this desire and this vision but most importantly, support this plea and allow the Golden Bay community to heal.

Item

Hello Sue,

Please will you read this appeal to the Golden Bay Community Board in public forum.

The reason for anonymity is because of the hostility of the activist groups who wish to stage a battle with the Council over the grandstand.

The silent majority does not support civil disobedience and so they are asking for the Community Board and the Council to allow goodwill to work its magic.

Thank you,  
**GOLDEN BAY GOODWILLERS**

Attachment 6



To be tabled at Golden Bay Community Board on Tuesday 12 June 2018.

## **GOODWILLERS are calling for civility in our community**

We will work with Tasman District Council, Community Board and Rec Park Centre. We will seek to save the grandstand roof and resurrect shade, shelter and seating.

We will support the annual Golden Bay Agricultural and Pastoral Show.

We will not write serial letters to the GB Weekly, or send emails to Councillors.

We will never post on FaceBook and seek to name, shame and blame.

We believe in solutions not protest, restoration not litigation, heritage not rampage, construction not obstruction, builders not barristers, allies not enemies.

If you share these values and want to do what is best for Golden Bay, then we ask you to contact GB Community Board Chair, Abbie Langford.

Several generous donors are prepared to pledge seeding funds.

Is there a majority of law-abiding, community-minded goodwillers in Golden Bay?

*You may be anonymous but you are not invisible*

*Because speech is silver but silence is golden*



WHITE ROCK ENG  
2049 TAKAKA VALLEY HIGHWAY  
TAKAKA  
GST 15-299-940

QUOTE

# WHITE ROCK ENGINEERING

## WORK SHEET

NAME GRANT KNOWLES 11.06.18

MAKE UP 30 FRAMES FOR STREET

ART

ASSEMBLE FRAMES

GRANT TO SUPPLY 30 HALF FRAMES.

COST PER UNIT \$68.50 + GST

CHEERS

COLIN WILSON



WAITAPU ENGINEERING LIMITED

PO BOX 152  
 TAKAKA 7142  
 (03) 525-9575 FAX 525-8634

\*QUOTATION\*

No.: 2600  
 Date: 03/11/17  
 GST No.: 10-988-322  
 Customer: NACS  
 Order Number:  
 Our Reference:

Deliver TO:  
 GRANT KNOWLES

Charge TO:  
 NON-ACCOUNT CASH SALES

Phone: Fax: Page 1

Code Description Unit Quantity Price Amount

TO ALTER 25X BRACKETS SUPPLIED & MAKE 35X MORE BRACKETS TO COMPLETE A FRAME FOR GALV STEEL CUT OUTS WELDED TOGETHER & PANEL RIVETED IN PLACE

A 10% DISCOUNT OF \$294.13 & GST WILL BE GIVEN IF INVOICE IS PAID BY 20TH OF THE MONTH FOLLOWING

TO ALTER 25X BRACKETS SUPPLIED & MAKE 35 MORE BRACKETS TO COMPLETE A FRAME FOR GALV STEEL CUT OUTS WELDED TOGETHER & PANEL RIVETED IN PLACE.

Code	Description	Unit	Quantity	Price	Amount
JOHN	LABOUR	HR	30.00	\$62.00	1860.00
1916DGM	DURAGALV 19X19X1.6MM	MTR	63.00	\$12.01	756.63
24	PIPE BENDER	HR	2.00	\$20.00	40.00
4	CUTOFF SAW	HR	1.00	\$25.00	25.00
21	MIG WELDING - MEDIUM	HR	2.00	\$36.00	72.00
3	DRILL - HAND	HR	4.00	\$20.00	80.00
CON	WORKSHOP CONSUMABLES	EACH	1.00	\$30.00	30.00
CON	ZINC IT PAINT	EACH	1.00	\$21.28	21.28
4	POP RIVITS 29AS52	EACH	9.00	\$5.68	51.12
4	4.1MM DOUBLE ENDED DRILLS	EACH	2.00	\$2.66	5.32

10% DISCOUNT IF PAID BY 20TH OF MONTH FOLLOWING INVOICING OF \$294.13 & GST

JOHN WHITAKER

NET amount	\$2941.35
GST amount	\$441.20
Total	\$3382.55

We endeavour to hold the quote firm and valid for a period of 30 days. We reserve the right to vary the quote where goods materials or services have been obtained from another party and there have been price increases beyond our control.



**Takaka ITM**  
 5 Buxton Lane  
 Takaka 7110  
 Phone: 03 525 8222  
 Email Address: sales@itmtakaka.co.nz

**Quote 4079689**

To:  
 Grant Knowles  
 Happy Acre  
 Puramahoi  
 RD 2  
 Takaka 7182

Quote No : **4079689**  
 Quote Date : **08/06/2018**  
 Customer Code : **KNOG**  
 GST : **81-857-202**

Customer Ref: (J) FRAME SIGN      Salesperson: A Salesperson  
 Salesperson Email:

<u>Code</u>	<u>Description</u>	<u>Qty</u>	<u>Retail</u>	<u>Net</u>	<u>Extended</u>
	Price to fit a 40 x 40 H3.2 Pine Frame around Metal Sign. Price is based on doing one sign, if done in groups of 10+ it will be \$18.75+GST per unit cheaper	1.00			86.49
				Subtotal	86.49
				Tax (GST)	12.97
				Total	99.46

**Our Quote T&Cs**

- \* Quoted prices are subject to supplier price increases, plan or site variations.
- \* The timber lengths quoted may not always be available.
- \* To ensure your quoted rates please state this quote number when ordering.
- \* Customer Special (non stock) orders are not returnable for credit.
- \* Promotional prices quoted are only valid during the period of the promotion.
- \* Delivery charges may be applied for delivery by an ITM Service vehicle.
- \* Quotes are valid for 30 days from date of issue unless otherwise stated.



**The Golden Bay Grandstand Restoration Society Inc.**

65 Selwyn St,  
RD 1,  
Takaka 7183  
12th June 2018

The Grandstand

The Chairperson  
Golden Bay Community Board (GBCB)

On 9 February 2016 I brought to Council's attention, through this Community Board, the lack of governance on two counts;

- Lack of elevated, covered seating at the Recreation Park – the response from the Community Development Manager stated "lack of seating is an issue.....we accept more seating needs to be provided and we will be pursuing this" – so where are the seats?
- Failure to recognise heritage by not including the Grandstand in the TRMP – In the Environment Court Ms Craig (General Manager, Heritage NZ Central) expressed the view the Grandstand should have been included in the schedule [TRMP]. The Environment Court Judge (Judge Dwyer) stated "It was apparent from the responses which Mr L McKenzie gave ...that the Council's approach to [heritage issues] was driven by non-inclusion of the Grandstand in the [TRMP] and a lack of knowledge of its history". The Judge summed up his decision by stating "[Councils] consideration of historic heritage matters relevant to the Grandstand was perfunctory at best".

The Recreation Centre is fully open - there are no elevated, covered seats and the historic Grandstand is still standing. The Grandstand itself meets 45% NBS and was perfectly functional until the stairs were removed. How many more reasons does Council need to retain and restore it – yet the Mayor has the cheek to say the Society doesn't have feasible options!

The Society, like the Trust before it, has been subject to much deceit and lies from Council since we formed in January this year. For example; our new entity [later to become the Society] agreed we would preserve and restore the Grandstand once Council had moved it onto a site 18m SE of its current position - simple as that. Five respected Community members, Council CEO [Lindsay McKenzie] and Environment Planning Manager [Dennis B-K] met and shook hands on that deal and the next day the Trust formally agree to that proposal in writing. What happened the next day is crucial - on 14 December 2017 the CEO deceived Councillors [RCN17-12-03] by suggesting the Grandstand must be moved off Council land, restored, then moved a second time to a site that had to be negotiated. Neither the Trust, the A&P Assn nor the new entity was ever consulted about this change but nonetheless an agreement was placed before us so, just like the Trust, we were faced with signing a document that did not reflect either the two party agreement or the Council resolution - the 18m site was not even on the agreement. We had no option but to sign it otherwise the Grandstand would be demolished. It was not the Society that went back on its word.

Moving it twice not only doubled the risk of structural damage but also doubled the cost to all parties and negotiations have continued between our Project Manager and the EPM to try and find the most sensible and economic way to effect the restoration. When the cost blew out to \$180,000 the option of removing the extremities and leaving it-situ was suggested not only by the Society but also by Mr Dennis B-K. So once again it was not the Society going back on its word – we genuinely want a sensible resolution to this debacle and have been doing our very best to try and achieve that.

Last month senior Council staff yet again deceived Councillors by not including the Society and this Community Boards recommendation to 'leave the GS in-situ for a trial period'. It was hidden in the report [CRN18-05-03] and only options 1 [demolish] or 2 [more funding] were put before Council. I later enquired of the CEO the validity of this action which resulted in a response stating "staff do not have to mirror the views of individuals or groups, including the Community Board". This is in direct conflict with Councils SIGNIFICANCE & ENGAGEMENT POLICY (Pursuant to Section 76AA of the Local Government Act 2002) Part 2 Section 2.3 which states in part "Council will recognise elected Community Board members".

Council has failed this District through cover-ups and deceit. This Council is corrupt, not the Councillors, the Council. From the beginning [of this Rec Centre development] Council has allowed the Rec Centre people to 'do as they please' without providing proper governance and Council continues to fight sensible solutions in the Courts – using our ratepayer funds. This Community Board was initially the lead agency in the Rec Centre development but Council allowed that to be eroded and taken over by the Rec Centre committee.

We learnt on the weekend that the GBCB may consider public consultation to decide if the Grandstand should be retained. This is not a popularity contest – a 1,000 signature petition, a unanimous recommendation from this Board, a lack of covered seating and the overwhelming evidence of the Environment Court stating the Grandstand should have been included in the TRMP is sufficient to justify it staying.

The Society requests, through the GBCB that;

- Councils resolution of 24 May 2018 to demolish the Grandstand be rescinded and replaced by that proposed by this Community Board (option 3), and
- Council revisit the Significance and Engagement policy and advise the GBCB how it intends to enact that policy.

Yours faithfully,



Noel Baigent  
Chairperson  
GBGRS





File: R407-07  
 susan.edwards@tasman.govt.nz  
 Phone (03) 543 8509

5 May 2016

Noel Baigent  
 65 Selwyn Street  
 RD1  
 Takaka 7183

Dear Noel

**Golden Bay Recreation Park Grandstand**

I am responding to your letter dated 29 April 2016 concerning the proposed demolition of the grandstand at the Recreation Park.

We accept that there are some members of the community who do not want the grandstand to be removed and are passionate for its retention. I acknowledge your desire that it be retained.

The grandstand is not recorded on the Heritage NZ register and is not protected under the Tasman Resource Management Plan (TRMP).

It has been substantially modified in recent history and does not meet minimum seismic requirements. While it may be regarded as iconic to some, the reason that it is not recorded on the Heritage NZ register or protected under the TRMP may be that it does not meet the required thresholds listed in your letter.

Before the grandstand is removed, we will follow any Heritage NZ process that may be required for an archaeological assessment of the land. I can assure you that proper processes will be observed and that an archaeologist or iwi monitor will be on site during demolition, if required.

We agree that the lack of seating is an issue which needs to be reviewed and we will be discussing this at the next Working Party meeting. As you know, there is some viewing of the grounds from inside the facility but it has restrictions. We agree there needs to be additional seating and will be working toward providing that, possibly as part of decking on the playing field side of the new facility.

The removal of the grandstand was discussed during the community consultation process and the desire to retain it was only raised this year after the contract was let. While we acknowledge that sections of the community have differing views on whether the grandstand should be retained or removed, we are of the view that the majority opinion is to remove or demolish the building and to embrace the new facility. As I mentioned above, we accept that more seating needs to be provided and will be pursuing this.

Yours sincerely

Susan Edwards  
 Community Development Manager  
 g:\manager & edit\susan\correspondence\baigent n 05-05-16.docx

Tasman District Council  
 Email info@tasman.govt.nz  
 Website www.tasman.govt.nz  
 24 hour assistance

**Richmond**  
 136 Selwyn Street  
 Private Bsp 4  
 Richelund Road  
 New Zealand  
 Phone 03 543 8509  
 Fax 03 543 8504

**Murchison**  
 40 Halifax Street  
 Murchison 7160  
 New Zealand  
 Phone 03 523 1111  
 Fax 03 523 1112

**Motueka**  
 Foxhill Park Place  
 PO Box 104  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2021  
 Fax 03 528 2057

**Takaka**  
 11 Junction Street  
 PO Box 24  
 Takaka 7142  
 New Zealand  
 Phone 03 522 4000  
 Fax 03 522 6972

Decision No. [2017] NZEnvC 92

IN THE MATTER of the Heritage New Zealand Pouhere  
Taonga Act 2014

2

Court: Environment Judge B P Dwyer  
Environment Commissioner J R Mills  
Deputy Environment Commissioner D Kernohan

Hearing: In Nelson on 8 and 9 February 2017

Closing Submissions Received 20 March 2017

Appearances: W J Heal for Appellant  
R M Devine for First Respondent  
J G A Winchester and K E Viskovic for Second Respondent

Date of Decision: 29 June 2017

Date of Issue: 29 June 2017

[47]

protection. Interestingly, Ms C S H Craig (General Manager, Central for HNZ) who gave evidence for the Council, expressed the view that the Grandstand should have been included in the Schedule<sup>26</sup> but that is not something that can be resolved in these proceedings;

[67] It is unfortunate that the process of development of the Facility was undertaken in the way that it was, without a detailed appraisal of the heritage values of the Grandstand and the feasibility of its retention. It was apparent from the responses which Mr L McKenzie gave to questions from members of the Court that the Council's approach to these considerations was driven by non inclusion of the Grandstand in the Schedule and a lack of knowledge as to its history. He acknowledged that had the Council become aware earlier of the heritage issues which have been raised it would have taken a more detailed appraisal.<sup>41</sup> It is apparent that all the experts agree that such an appraisal should have included preparation of a Conservation Plan for the Grandstand.<sup>42</sup>

[105] Secondly, although we have found that the Council was legally entitled to act in the manner which it has, it is apparent that its consideration of historic heritage matters relevant to the Grandstand was perfunctory at best. Mr L McKenzie acknowledged that had the Council been aware of these matters it would have undertaken a more detailed examination of them<sup>62</sup>. This is a very old building of considerable significance in the context of the Park whose proposed demolition obviously warranted such a detailed examination to see if it could be preserved even if the ultimate outcome may have been that identified by Ms Coats.

**From:** Lindsay McKenzie <lindsay.mckenzie@tasman.govt.nz>  
**Date:** Fri, Dec 1, 2017 at 5:21 PM  
**Subject:** RE: Golden Bay Grandstand  
**To:** Grand Stand <gbgrandstand@gmail.com>, Lindsay McKenzie <lindsay.mckenzie@tasman.govt.nz>  
**Cc:** Kate Redgrove <Kate.Redgrove@tasman.govt.nz>, Dennis Bush-King <Dennis.Bush-King@tasman.govt.nz>, Susan Edwards <Susan.Edwards@tasman.govt.nz>, Sarah Taylor <Sarah.Taylor@tasman.govt.nz>

Hi Hazel

Thank you for your letter on behalf of the Trust. It seems that taking possession of parts of the grandstand is very much a last resort for the Trust and you haven't got a reuse proposal for Council to consider.

That said, I have a concept that I'd be interested in your thoughts on. It arises out of Jane McDonald's proposal to move the grandstand forward a few metres. The concept follows. Can you please note that I'm bound by what Council has decided and am not promoting this concept but am, nevertheless, interested in the Trust's position.

I met Merv Solly and Jane MacDonald on site today to hear what they had to say about moving the grandstand forward. You refer to that proposal in the third paragraph of your letter.

Moving the grandstand forward doesn't meet the Council's objectives. As the Council didn't find the Trust's restoration and preservation plan acceptable it really doesn't matter whether the grandstand stays in-situ or moves forward a few metres.

**At the meeting Merv proposed moving the upper level of the grandstand onto a new foundation and ground floor structure about 18m to the SE of where the pre 1911 structure currently is located. That would put it where the squash court is give or take a metre or two.**

His thinking was that the lower level would be an open structure with parking under.

Can you let me know if the Trust would be prepared to preserve and restore the upper level of the grandstand on that site. It is important to know the Trust's position in principle before too much more work goes into the costing and logistics of the concept of shifting part of the structure to that location.

Can you let me know the Trust's views as soon as possible please. I have a reporting deadline of Wednesday next week.

Regards  
 Lindsay

.....  
**12<sup>th</sup> December 2017** Members of the Trust, a Trust engineering expert and a Heritage GB representative met with Lindsay McKenzie and Dennis B-K at the Takaka Council office to discuss the feasibility of this plan. **The plan agreed upon was to remove the entire upper level of the grandstand in one piece and relocate it onto new foundations and ground floor structure approximately 18 metres southeast of its current position, salvaging all ground floor materials in the process. This was to move it once only – from its current site to the final location.** The understanding by both parties was that Council would pay for the relocation and [site] foundations. Integral to this proposal was that a new entity be formed to manage the project. All parties agreed to this procedure by way of handshake, to be confirmed in writing by 13<sup>th</sup> December 2017

.....  
 Golden Bay Community Grandstand Trust

**13<sup>th</sup> December 2017**

Dear Lindsay,

Thank you for the opportunity for the Golden Bay Grand Stand Community Trust and supporters to meet with you and Dennis Bush-King yesterday afternoon to discuss the future of the Golden Bay grandstand.

The outcome of this discussion is that the Trust advises Council of its decision to take ownership of the grandstand materials. As a much preferred option over deconstruction, the Trust fully supports the McDonald/Solly proposal to **remove the entire upper floor of the grandstand in one piece and salvage all ground floor materials, and to relocate the upper grandstand on new foundations and ground floor structure, sited approximately 18 metres southeast of its current position (please refer to the attached plan).** If the condition of the grandstand after the demolition of the adjoining structures allow, the Trust would like the option of moving it in one piece to be considered.

The Trust is prepared to preserve and restore the upper level of the grandstand on that site and it is the Trust's strong preference to have the new ground floor constructed in timber or timber/steel (rather than all steel as proposed by Merv Solly), utilizing all salvageable material with the intention of recreating the grandstand as it was in 1911. We record our understanding that Council will pay for the relocation of the grandstand on a new lower floor and [ground] foundations. The Trust proposes that the cost of the new [structure] foundations and lower floor would be met from community fundraising and grants rather than be a cost to TDC. **It is essential that the proposed relocation site is urgently confirmed by Council in order to make this a viable option.**

It is intended a wider community will now be formed to better enable us to tap into the skills, support and energy required for fundraising and restoration. This group could be either under the umbrella of Heritage Golden Bay (HGB), for which HGB have given approval in principal, or a separate Incorporated Society. There is tentatively confirmed membership of locals with leadership, business, heritage, financial, engineering project management and construction

experience. The current Trust will be represented and Te Manawhenua ki Mohua has expressed support and probable membership. The Trust expects that Council, GB Community Board and GB Shared Recreation Facility Committee should be able to nominate representatives to any such new body.

We wish to make a brief statement in Thursday's Public Forum in support of this letter and will be available to answer questions.

Yours sincerely,

Hazel Pearson (signed)

Jill Pearson (signed)

Averill Grant (signed)

Duncan McKenzie (signed)

Tasman District Council Full Council Agenda – 14 December 2017

### 8.3 GOLDEN BAY GRANDSTAND

Decision Required

<b>Report To:</b>	Full Council
<b>Meeting Date:</b>	14 December 2017
<b>Report Author:</b>	Lindsay McKenzie, Chief Executive
<b>Report Number:</b>	RCN17-12-03

**4.9** **What might work** is if the Trust, Heritage GB, a new entity or potentially the A&P Assn took a lead and said to Council – *“remove the top level intact, place it on (some A&P land), we'll take ownership of it, fundraise to restore and reposition it, let's agree in principle its future siting then, discuss the nuts and bolts with Council and other stakeholders”*.

Agenda

Page 216

Neither the Trust, Heritage GB, new entity or the A&P Assn actually said or proposed any such thing and nor were they afforded the option to question this statement which is markedly different from what was discussed and agreed at the 12 December meeting and in the Trusts proposal of 13 December. I categorically swear that at the meeting in Takaka TDC office on 12th Dec 2017 - Duncan McKenzie, Barry Cashman, Graeme Hughson, Averill Grant and I shook hands with Lindsay McK and Dennis B-K agreeing on the deal to move it once - to a site 18m SE. That was followed up the very next day with a letter from the Trust confirming those arrangements.

What happened the very next day is crucial - In para 4.9 of his report to Full Council [RCN17-12-03] Lindsay McKenzie stated;

**What might work** is if the Trust, Heritage GB, a new entity or potentially the A&P Assn took a lead and said to Council – *“remove the top level intact, place it on (some A&P land), we'll take ownership of it, fundraise to restore and reposition it, let's agree in principle its future siting then, discuss the nuts and bolts with Council and other stakeholders”*.

So instead of moving once 18m SE of its current position Lindsay suggested a new group *might* take a lead and *move it off Council land* and then *negotiate in its final location*. When the Society was presented the agreement to sign we were shocked to see it had to be moved twice and the final location was not even guaranteed. Though the resolution stated the the final location was 18m SE, the agreement presented to us did not even contain that - that is not a coincidence - so I added it to the agreement before signing it. If we didn't sign it the grandstand would have been demolished in December 2017.

**From:** Dennis Bush-King [mailto:Dennis.Bush-King@tasman.govt.nz]  
**Sent:** Wednesday, 18 April 2018 8:47 AM  
**To:** Graeme Hughson  
**Subject:** Support structure plans for Grandstand removal

Hello Graeme

As discussed we have received the estimate to remove the grandstand and demolish the balance of the building and complete the sealing and drainage works. The estimate exceeds our budget of \$100,000 by \$46,000 and we have already incurred a cost of \$20,000 to remove the asbestos. So we have a funding problem. We are going back to Gibbon's to see if there is any opportunity for cost reduction.

The largest cost item is the steel cradle which has been designed to place the grandstand on temporarily. The fact that the steel is going to be treated and painted suggests to us it may have an enduring life – if it was temporary why go to this cost? The design proposed by Waitapu Engineering is attached.

In light of this information we are reviewing the options available to Council. They include:

- 1) Proceed with demolition, as cost exceeds committed budget
- 2) Reduce costs to within budget
- 3) Share the costs in some way, especially if the structure can be used by the Restoration Society longer term
- 4) Ask council to meet the extra costs

There are the other options such as leaving the grandstand *in situ* for a while longer given Council is securing additional parking at the end of the rugby field in lieu of having a signed lease with A&P Society which will enable an unconstrained CPU to be issued to the Rec facility; the Council has previously rejected this option. The other suggestion of moving the grandstand to allow restoration on its final resting place is unlikely to reduce the costs to Council and in any event there are still processes to go through before a final location can be secured.

I appreciate you may have questions about the structure beyond what can be ascertained from the attached plans in order to tell me whether you see any longer term value in the cradle which has been designed. However given the cost estimate is likely to be more than half the budget, we are looking for ways to reduce costs before we go back to Council. So any guidance you might be able to give will be helpful. I understand you are away on Thursday overseas so if I can get any further information to assist, please let me know.

Thanks

Dennis

**TASMAN DISTRICT COUNCIL**

**SIGNIFICANCE & ENGAGEMENT POLICY (Pursuant to Section 76AA of the Local Government Act 2002).**

**Part 2**

**2.3 ENGAGEMENT WITH ELECTED REPRESENTATIVES.** This policy recognises the role of elected representatives, both Councillors and Community Board members, as valued and recognised conduits to the communities they represent. Council, when engaging with affected or interested communities, will recognise the relationship elected members have with the location, specific communities and individuals affected by consultation or engagement initiatives. Participation of elected representatives is an essential step to consider, in light of broader community good, when initiating any project requiring engagement

Why Our GrandstandTo: Chairman  
GBCB

12/6/18

I am a local born and bred with family generations towards the grandstand and grounds.

With my grandfather Herbert, Uncle Ray, Father George and brother Jim all life members and who were on the A & P show committee, so that shows how many generations of the Nalder family have been involved with this grandstand with Jim still on the committee

I don't like the lies that have been told and the way things are being handled.

As for our Councillor Sue Brown her grandfather would turn over in his grave if he knew what his granddaughter has done to her community. Words fail me, you are going to be a one term Councillor in view of many.

Bert Nalder





**Emma Gee**

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**From:** Sandie Hutchinson  
**Sent:** Wednesday, 13 June 2018 3:42 p.m.  
**To:** Emma Gee  
**Subject:** RE: Copy of statement

Hi Emma

Here are the Mayor's notes from the GB meeting yesterday morning (Tuesday). Please note I have changed the last bullet point as the Council has now given the undertaking (yesterday morning it had not been given).

Kind regards,  
Sandie

- Last Friday, the Council was served with High Court proceedings in relation to the grandstand.
- The case has been brought by the Golden Bay Grand Stand Community Trust and the Golden Bay A&P Association
- They have sought a judicial review of Council's decisions to demolish the grandstand and applied for interim relief (which is like an injunction) to prevent demolition of the grandstand while awaiting determination of the judicial review
- It wouldn't be appropriate for me to go into detail about the Court case, but I can say that:
  - we are hoping for an urgent hearing on the interim relief application; and
  - the Council ~~will be giving~~ **has now given** an undertaking that it will not take any irreversible action in relation to the removal of the grandstand until the interim relief application is heard and determined.

**Sandie Hutchinson** | Executive and Governance Services  
Executive Assistant - Mayor's Office  
DDI 03 543 8512

**From:** Emma Gee  
**Sent:** Wednesday, 13 June 2018 9:43 a.m.  
**To:** Sandie Hutchinson <Sandie.Hutchinson@tasman.govt.nz>  
**Subject:** Copy of statement

Hi Sandie

Please could you email me a copy of the statement that Richard read out at the community board meeting yesterday.

Thanks  
Emma

**Emma Gee** | Community Development  
Team Leader Customer Services - Takaka  
Extension 454 | DDI (03) 525 0054



**Emma Gee**

---

**From:** Jenny Randall <jenny@gbcw.co.nz>  
**Sent:** Thursday, 14 June 2018 1:34 p.m.  
**To:** Emma Gee  
**Subject:** Chair's Report - Village Green

Hi Emma – The Village Green Society had it's AGM recently and the committee asked me to send a copy of the chair's report for the Community Boards information, if you could please pass it on.

**Chair's Report – Village Green Acquisition Society AGM 8 June 2018**

The Green continues to host two markets per week – the Wednesday Organic Growers market and the Friday market. It has been a reasonably uneventful year in terms of managing the Green with stall holders honouring the trust basis that we operate on and no vandalism of trees etc.

Having a voluntary receptionist at the Community Workers on Fridays has allowed the collection of stall fees to happen with more regularity – hence the income is slightly up this year.

Stall holders that on sell produce and those that cook or process produce in some way require registration with TDC. We had one report of a stall on-selling fresh produce on the Green without registration. From spring, when the market gets going again, we will ask all stallholders selling food or on selling produce to provide a copy of their registration/permits that we will keep on file. Those that sell produce they have grown and is not processed do not need to be registered under the Food Act.

Committee members: Abbie Langford, Sheryl Nalder, Kirstie Macleod (Treasurer), Dave Myall, Jenny Randall (Chair), Carolyn McLellan, Peter Finlayson, Shane Butland.

Jenny Randall  
Office Manager  
Golden Bay Community Workers  
03 525 9728

**Note:**

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Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

Thank You.



**Emma Gee**

---

**From:** Karen Campbell <kacampbell132@gmail.com>  
**Sent:** Thursday, 14 June 2018 1:31 p.m.  
**To:** Golden Bay Community Board  
**Cc:** Reception Richmond  
**Subject:** Takaka Grandstand

To everyone who reads this, We are writing in support of the Grandstand. Please reconsider destroying this piece of history. In our 40 years of living in Golden Bay we have sat in this lovely structure to watch rugby matches and taken shelter from the sun and rain while attending the Annual A&P shows.

As rate payers for most of the 40 years we have lived here, we would love to see the grandstand stay in place and for those who represent us realize it is ok to change the current decision without losing face.

Please reconsider your bad decision to destroy the grandstand.

Regards, Karen and John Campbell



Abbie Langford  
GB Community Board

I wish to express  
my desire to see  
the Grandstand  
retained (in situ)  
not demolished.

much appreciated

Carole

Thomas.

Takaka

(+5259077)

*Carole Thomas*







**Emma Gee**

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**From:** webmaster@tasman.govt.nz  
**Sent:** Friday, 15 June 2018 5:50 p.m.  
**To:** Golden Bay Community Board  
**Subject:** Contact from Council Website

Your name\* - Marianne Rocourt

Your phone number - 03 5248087

Your e-mail address\* - mhhrocourt@gmail.com Your message\* - G'day I would like to express my deep concerns that a Councillor representing the Golden Bay ward (S, Brown) was able to put a statement into the Golden Bay weekly (Friday 15 June page 7) with undemocratic values and provocative content in which she urges the community to stop the freedom of speech and to stop the right to protest. This is absolutely against democratic rights. In my view this behaviour of a representative of the community of Golden Bay should be strongly opposed by the Community Board with a motion of no confidence in S. Brown.

Attach file or document - Array

Please add a date - 15/06/2018



**Takaka Crime Prevention, Public Safety****Digital camera and recording system****Access from Police Station****Scope and concept****Ken Eccles****Licensed CCTV consultant****Licensed installer****40 years CCTV engineering  
and law enforcement****REA**

Contacted by Francie Wafer TDC re technical and operational solution for managed CCTV outcome Takaka TDC assets.

Visited Takaka on Wednesday 8<sup>th</sup> Feb. Contacted Kane Haerewa Officer Takaka Police.

Visited areas suggested for coverage and evaluated camera sites and radio network.

See Photographs and comment below.

**Concept**

As is, currently installed Motueka (contact Grant Heney Motueka Police), Richmond, Murchison and Mapua). A total of 100 cameras giving wide public safety, property protection and resolution of crime post event.

A distributed digital IP recording system using Panasonic HD colour cameras. The digital data recorder for best operational and security outcome to be located at the Takaka Police Station. This also allows direct access from the station by authorised staff and management of the data.

To allow proposed and future camera sites to connect with the 16-input data recorder, a Microwave wireless 5.8 gig Access Point will be established on top of the TNL building. All camera traffic will be encrypted and secured through this site with no public access.

The system is totally expandable. The wireless system can work over many Km's. Thus, by installing the TDC 3 camera infrastructure and having the data secured and available at the Police station the incentive will be to expand off this backbone.

**Site 1**

**TDC Assets ANZAC and Playground**



**From Toilets to Park**



**From Computer business seaward side ANZAC to street**



#### From Street to ANZAC and Playground

Each of these 3 HD 1080p cameras with self-illumination at night will have a 90 deg field of view.

The one mounted on the toilet will be protected and cameras will self-view each other.

Toilet camera will need to pick up power from the toilet block and be linked to the computer building. The cameras on this building are then linked via TNL to the Police Station and recorder.

The component costs to build this first essential infrastructure would be

- 1) Police station: Recorder 16 input and 2x 2TB hard drive, UPS, IP 8 input switch, Screen, Cable, Link and Link SS pole \$2,010 Plus GST
- 2) TNL Access Wireless Node non-public 5.8gig: Wireless Access point, Pole and cable \$1100 plus GST
- 3) ANZAC park and Play ground: 3 HD external cameras, 2x IP switches, 3 Links, Mast, Electrical box WC and Cable \$1930 plus GST

Total Phase 1 \$5040 Plus GST and Electrician Toilet block power

I will not bill Hours but would need to recover km travelled @70c per Km. I would try to do as much as possible each day to minimise Km.

In time as private funds allow, a camera can be added to cover the pedestrian crossing By ANZAC park giving number plates both ways. This part of the system is expandable to pick up future cameras.

**Top of Town**

The old set of analogue cameras at the Dairy have been removed. I understand a new site will be required This site was funded by TDC.

To upgrade camera coverage for highway access to Takaka will require a site to give coverage of the road system before traffic can bypass camera's. possibilities would be I site, Super Market or Hotel.

4x cameras 3 HD 1 numberplate, IP Switch, Link, cable and Pole \$1550 to \$1850 plus GST

Linked to TNL and Police station recorder

**To add cameras**

I would suggest with local funds

**As examples**

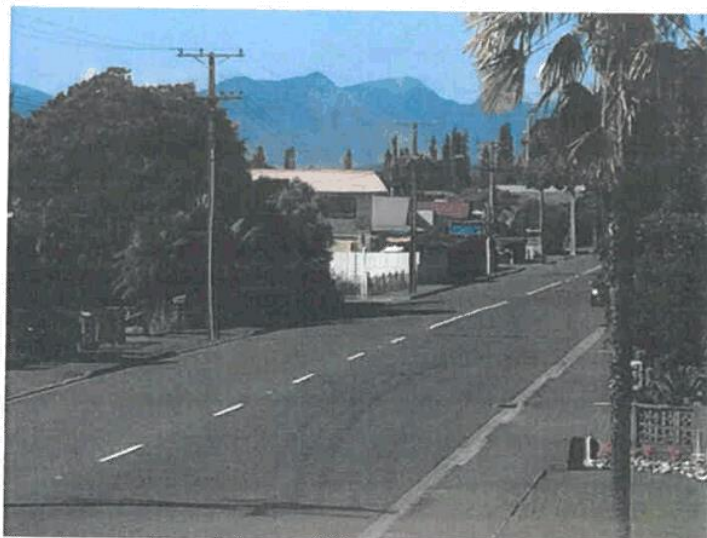
Each new site similar to Top of Town about \$1550 to \$1900

Number plate at crossing ANZAC camera and cable \$380

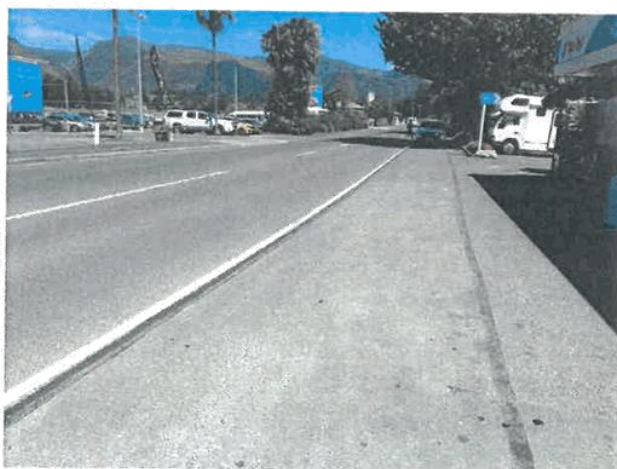


TNL street and yard say 2 cameras \$800

All back to the police station



TNL from Police Station



For registration plates both ways

Item



Attachment 15





A long shot to cover toilets and Info site 2 cameras

**Police Station**

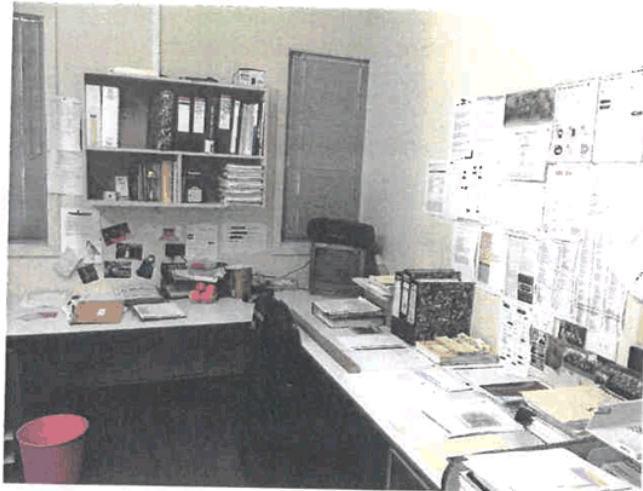
Wireless aerial on front with extended mast to see TNL.

Item

Attachment 15



Aerial on roof to look over trees



Area in Station for monitor and data recorder to access all cameras. Cable to wireless on roof. Extend height of current aerial mast and SAR aerial.

Preliminary report K R Eccles (Ken) 11/2/2018

0295432738

Keni2c@outlook.com

**Item**

**Attachment 15**

**Emma Gee**

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**From:** Janine Dowding  
**Sent:** Wednesday, 27 June 2018 10:57 a.m.  
**To:** Councillors  
**Cc:** Golden Bay Community Board; Managers (Departmental)  
**Subject:** Golden Bay Community Board Resolution relating to the Grandstand  
**Attachments:** GBCB\_12062018\_MIN.pdf

Good Morning

I would like to apologise for an omission on the Chief Executive's report on the Notice of Motion.

At the Golden Bay Community Board meeting the following resolution was carried:

**That the Golden Bay Community Board**

**1. reaffirm the resolution made at the 8 May meeting to leave the grandstand in situ for a 12mth period and supports Cr Sangster and Ogilvie's intention to move a notice of motion at the Council meeting of the 28 June to rescind the 28 May Council decision.**

It would have been appropriate for the Council to have been informed of this resolution whether by the NOM report or other means. I've have left a message with the Chair of the Community Board expressing my apologies.

The minutes of the meetings are attached.

Regards

Janine

**Janine Dowding**  
Chief Executive Officer  
DDI 03 543 7205 | [Janine.Dowding@tasman.govt.nz](mailto:Janine.Dowding@tasman.govt.nz)  
Private Bag 4, Richmond 7050, NZ



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**Emma Gee**

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**From:** Emma Gee  
**Sent:** Thursday, 7 June 2018 8:44 a.m.  
**To:** 'uttakaos@xtra.co.nz'  
**Subject:** FW: SH60 "slippery when wet" signs Tak -Cwd

Hi Rod

Please see a response to your recent email to the Golden Bay Community Board from NZTA.

Kind Regards  
Emma

Emma Gee  
Team Leader Customer Services - Takaka  
DDI (03) 525 0054 | [Emma.Gee@tasman.govt.nz](mailto:Emma.Gee@tasman.govt.nz)  
PO Box 74, Takaka 7142, NZ



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**From:** Gareth Baxter <Gareth.Baxter@nzta.govt.nz>  
**Sent:** Tuesday, 5 June 2018 2:11 p.m.  
**To:** Emma Gee <Emma.Gee@tasman.govt.nz>; Jeremy Katterns <Jeremy.Katterns@tasman.govt.nz>  
**Cc:** Roger Ashworth <Roger.Ashworth@nzta.govt.nz>; Frank Porter <Frank.Porter@nzta.govt.nz>; Peter McDonald <Peter.McDonald@nzta.govt.nz>; HUNT, Dean <Dean.Hunt@fultonhogan.com>; POWICK, Eamon <Eamon.Powick@fultonhogan.com>  
**Subject:** FW: SH60 "slippery when wet" signs Tak -Cwd

Emma,

My response to your email enquiry via Jeremy to Dean Hunt refers, with apologies for the delay in replying.

It is acknowledged that additional "Slippery when Wet" signs have been erected on SH60 in Golden Bay. These are a temporary/safety measure taken until such time as the excess binder can be water-cut off the surface, and/or a SCRIM seal can be placed next summer.

It is confirmed that the Watercutting Subcontractor started work on Takaka Hill on Saturday (2nd June) and will be progressing along SH60 through Golden Bay this week. 3,960m<sup>2</sup> is programmed to be water-cut (4,470m<sup>2</sup> was done last year).

It is noted that SH60 has had a significantly heavier than normal heavy traffic loading in recent times, due to the rock cartage to the barges for Transmission Gully, and the highway is suffering from that loading. Significant heavy pavement maintenance has been done.

Works currently programmed on SH60 Golden Bay are as follows:

- Puamahoe Straight - 2.4km (both sides) of high lip removal and reforming water tables programmed - to be completed by 30th June.
- Puamahoe Straight - 4 short lengths of Area Wide Pavement Treatments (granular overlays) programmed to be done next summer (totalling 473 metres length).
- 2018/19 Reseals on SH60 Golden Bay (Cobb Valley Road to end of SH60) - 2.39km currently programmed, inclusive of 260 metres of SCRIM (skid) seals. There will also be a post-winter inspection to confirm whether other reseal sites need to be advanced due to accelerated deterioration.
- 2019/20 reseals as above - currently programmed for 473 metres of second coat sealing to AWPTs, with the Annual Planning and Post Winter processes to come.

Reseal lengths completed in recent years are as per the following table:

SH60 RS 70 to End - Chipsealing	
Financial Year	Carriageway Length (m)
2005/06	10,262
2006/07	12,661
2007/08	4,237
2008/09	4,925
2009/10	2,644
2010/11	5,595
2011/12	0
2012/13	3,943
2013/14	4,476
2014/15	1,272
2015/16	3,933
2016/17	365
2017/ May18	0
Grand Total	54,313
Average/year	4,178 metres

Hopefully the above is sufficient for your needs, but don't hesitate to email me if you require anything further.

Regards  
Gareth

Gareth Baxter / Senior Network Manager  
System Design and Delivery  
Wellington – Majestic Centre  
DDI 64 4 894 6155 / Mob 021 877 046  
Email [gareth.baxter@nzta.govt.nz](mailto:gareth.baxter@nzta.govt.nz)

-----Original Message-----

From: HUNT, Dean [<mailto:Dean.Hunt@fultonhogan.com>]  
Sent: Thursday, 24 May 2018 7:37 a.m.  
To: Roger Ashworth; Frank Porter; Peter McDonald; Gareth Baxter  
Cc: Anabelle Chaney (Fulton Hogan); Jeremy Katterns  
Subject: FW: SH60 "slippery when wet" signs Tak -Cwd

Morning All,

This request has come through Council from the Golden Bay community board, originally from a public enquiry, with questions asked about the slippery when wet signage recently erected.



probably best that the Agency answer these questions, not sure who would 'manage' the response

Regards dean

-----Original Message-----

From: Jeremy Katterns [<mailto:Jeremy.Katterns@tasman.govt.nz>]  
 Sent: Thursday, 24 May 2018 7:31 AM  
 To: HUNT, Dean <[Dean.Hunt@fultonhogan.com](mailto:Dean.Hunt@fultonhogan.com)>  
 Cc: Abbie Langford <[abbie.langford22@gmail.com](mailto:abbie.langford22@gmail.com)>; Emma Gee <[Emma.Gee@tasman.govt.nz](mailto:Emma.Gee@tasman.govt.nz)>  
 Subject: RE: SH60 "slippery when wet" signs Tak -Cwd

Hi Dean,

As all the below questions appear to be related to the SH, can you please respond to the Community Board?

Thanks,  
 Jeremy

Jeremy Katterns  
 Road Engineer  
 DDI 03 543 7239 | Mobile 027 223 4001 | [Jeremy.Katterns@tasman.govt.nz](mailto:Jeremy.Katterns@tasman.govt.nz) Private Bag 4, Richmond 7050, NZ  
<http://scanmail.trustwave.com/?c=2838&d=gcOF21CR3NRtHwx648C8QW-VVvY2h4f1xiiMw5JuSA&u=http%3a%2f%2fwww%2etasman%2egovt%2enz>

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-----Original Message-----

From: Emma Gee  
 Sent: Monday, 21 May 2018 9:13 a.m.  
 To: Jeremy Katterns <[Jeremy.Katterns@tasman.govt.nz](mailto:Jeremy.Katterns@tasman.govt.nz)>  
 Cc: Abbie Langford <[abbie.langford22@gmail.com](mailto:abbie.langford22@gmail.com)>  
 Subject: FW: SH60 "slippery when wet" signs Tak -Cwd

Hi Jeremy

Are you able to answer any of Rod's queries, please reply to me and I can pass onto the Board to prepare a response to Rod.

Thanks  
 Emma

Emma Gee  
 Team Leader Customer Services - Takaka  
 DDI (03) 525 0054 | [Emma.Gee@tasman.govt.nz](mailto:Emma.Gee@tasman.govt.nz) PO Box 74, Takaka 7142, NZ  
<http://scanmail.trustwave.com/?c=2838&d=gcOF21CR3NRtHwx648C8QW-VVvY2h4f1xiiMw5JuSA&u=http%3a%2f%2fwww%2etasman%2egovt%2enz>

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-----Original Message-----

From: rl <[uttakaos@xtra.co.nz](mailto:uttakaos@xtra.co.nz)>  
 Sent: Monday, 21 May 2018 9:06 a.m.

To: Averill Grant <[averillgrant@hotmail.com](mailto:averillgrant@hotmail.com)>; Golden Bay Community Board  
<[GoldenBayCommunityBoard@tasman.govt.nz](mailto:GoldenBayCommunityBoard@tasman.govt.nz)>; [r07lgf0rd@gmail.com](mailto:r07lgf0rd@gmail.com)  
Subject: SH60 "slippery when wet" signs Tak -Cwd

Good Morning Several signs have appeared between Onekaka and Takaka and a 50km speed 'temporary' limit was in place - maybe still?- at Milnthorpe.

This is the new - in lieu of, 'sealing the roads', plan - People will chash on these slippery roads. "Slippery when WET" is a very cheap and dangerous option

1/ What sealing has happened on Golden Bay state highways the last two years- 2016 and 2017 ?

2/ What sealing happened on average, each year , of the last ten - 2005 -2015 ?

3/ What sealing is forecast for SH60 Golden Bay, the next two years 2018 , 2019 ?

Under last govt bugger all sealing and roadside mowing happened .

TDC complaints resulted in TDC increasing again mowing around richmond (and probly mot) as townies like it tidy. - TDC newsletter -a rough quote

Plenty of TDC roads have just been sealed in Takaka area, this Autumn .

SH60 from Upper Takaka to COLLINGWOOD is slippery when wet and a danger to all road users , due to NO annual maintenance.

This shows as long stretches of seal with no road chip on top in both wheel tracks in both lanes.

Rod Langford

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**Item**

**Attachment 17**



15 June 2018

**Media Release**

**Hardship grants offer assistance to cyclone-hit families and businesses**

Tasman Mayor Richard Kempthorne says every person and business who applied for financial aid following ex-Cyclones Fehi and Gita will receive a grant.

The Council had \$132,000 to allocate to those experiencing hardship following the February storms, provided by the Ministries of Civil Defence and Business, Innovation and Employment, the Tasman Mayoral Relief Fund, and donations from community members and organisations.

Richard said the Council received 40 applications for financial assistance. Everyone who applied would receive a grant, he said.

“Because the funding was limited and the needs of the community widespread, we imposed a cap of \$5000 on the grants. We weren’t able to give all the applicants the full amount they requested, but everyone will receive some assistance. I really hope the money helps the recipients, their families and businesses recover from the effects of the devastating weather we’ve experienced.”

Independent advisors from the Nelson Regional Development Agency, Nelson Building Society, Golden Bay and Nelson-Tasman Chamber of Commerce assessed the applications against the criteria and made recommendations to a panel of councillors, who approved the final grant allocations.

The assistance is on top of the \$5 million the Council has spent on flood recovery work to public land and infrastructure such as roads, pipework, parks and public reserves.

The recipients were advised of the outcome of their applications on Friday, 15 June, and will receive the money next week.

ENDS

For more information, contact Mayor Richard Kempthorne

Phone: (03) 543 8402

Mobile: 027 223 4000

Email: [Richard.kempthorne@tasman.govt.nz](mailto:Richard.kempthorne@tasman.govt.nz)