

Wānaka-Upper Clutha Community Board

24 September 2026

Report for Agenda Item | Rīpoata moto e Rāraki take [2]

Department: Community Services

Title | Taitara: Lease Public Notification for Wānaka Riding for the Disabled for Albert Town Reserve

Purpose of the Report | Te Take mō te Pūroko

The purpose of this report is to consider publicly notifying the intention to grant a lease to Wānaka Riding for the Disabled for Albert Town Recreation Reserve.

Recommendation | Kā Tūtohuka

That the Wānaka-Upper Clutha Community Board:

1. **Note** the contents of this report;
2. **Approve** the public notification of the proposed lease to Wānaka Riding for the Disabled for Albert Town Recreation Reserve; and
3. **Recommend to Council** to appoint a hearing panel to hear submissions (if required).

Prepared by:



Name: Matthew Judd
Title: Parks Property Planner

1 September 2026

Endorsed by:



Name: Dave Winterburn
Title: Parks Manager

1 September 2026

Reviewed and Authorised by:



Name: Kenneth Bailey
Title: General Manager
Community Services

3 September 2026

Context | Horopaki

1. Wānaka Riding for the Disabled Incorporated (WRDA) are an incorporated society and registered charity who provide interaction with horses to improve health and wellbeing outcomes for people experiencing disability, or who have specific challenges or needs.
2. WRDA have been operating since 2009 and currently have 26 riders and 42 volunteers, operating approximately 20 days per year during school terms one and four. The current sessions are undertaken at Waterfall Equestrian Centre. The lease for Waterfall Equestrian Centre is coming to an end and WRDA are looking for a new home.
3. WRDA have applied to lease approximately nine hectares of Albert Town Recreation Reserve on a long-term basis to undertake this activity. They have proposed a 30-year lease term and would fence the site and construct an arena along with some covered storage and shelter structures. A proposal from WRDA for this lease area is included as Attachment A. This proposal identifies the potential lease area, shown as the yellow area below in Figure 1. For horse safety, public access will be prohibited from the horse grazing areas. WRDA are open to other compatible organisations using their arena and facilities.

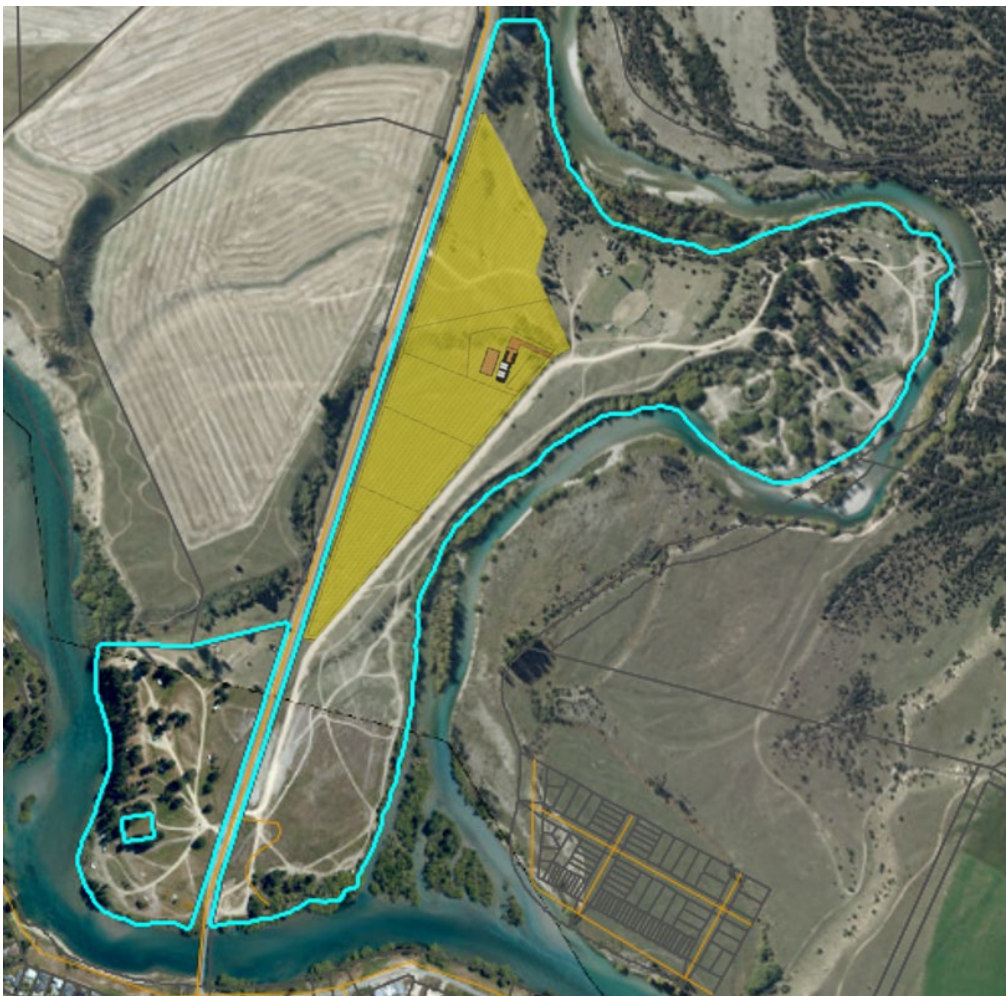


Figure 1: WRDA potential lease area

4. Albert Town Recreation Reserve (the Reserve) is legally described as Lot 1 and Lot 2 DP 375247 and comprises an area of 49.0937 hectares. Its boundaries are clearly defined by the Clutha/Mata-Au River to the West and South and the Hawea River to the East. The reserve is comprised of two lots, divided in two by the Lake Hāwea - Albert Town Road (State Highway 8).
5. The proposed lease area is a largely barren reserve with the primary vegetation being sparse patches of kānuka. Some restorative native planting has been undertaken on the sloping bank which divides the upper and lower terraces.
6. The area is largely unused apart from infrequent recreational use. It is noted that the upper terrace area is used for access and parking for the Wānaka Rodeo held in January each year. WRDA have advised that they would allow this activity to continue if the proposed lease was granted.
7. Development within the reserve is limited by a lack of service connections. No water or wastewater connections serve this reserve. The western campground area adjoining the Clutha River has a bore and a septic disposal field for the amenities.

Analysis and Advice | Tatāritaka me kā Tohutohu

8. The WRDA are seeking a large lease area to enable the riding activity and to graze the horses needed to run the activity. Queenstown Lakes District Council (QLDC) has limited large appropriate land parcels within the Upper Clutha region. Initially three potential land parcels were identified, being:
 - The large parcel of undeveloped land adjacent to the Cardrona River (adjoining the northern boundary of Hook to the unformed legal road running off SH6 opposite Allison Avenue);
 - Albert Town Recreation Reserve; and
 - Hāwea Domain.
9. The site adjoining the Cardrona River is undeveloped and currently subject to a subdivision to subdivide the wastewater treatment infrastructure. There are currently no services or formed access to this site. Timeframes on completing the subdivision and providing services are unknown.
10. Hāwea Domain would likely be seen as the most appropriate location within the Upper Clutha for horse related activities. Hāwea Domain is already home to the Hāwea Wānaka Pony Club and the Hāwea Picnic Races. The location is approximately ten minutes further drive from Wānaka than Albert Town Recreation Reserve. This additional distance is seen as a barrier for WRDA. Car travel can be distressing for their participants, and the aim is to minimise travel as much as possible. Additionally, with many volunteers, additional travel time compounds significantly and would likely affect the ability of some volunteers to participate.

11. Based on the above factors, WRDA's preferred site is Albert Town Recreation Reserve.
12. There are two existing leases within the Reserve; the two campground areas (Western parcel adjacent to the Clutha River and the Eastern parcel, adjacent to the Hāwea River) are leased to Hampshire Holiday Parks Ltd until 2039. The rodeo grounds are leased to Wānaka Rodeo Club until 2045. There are additional access licences for Paddle Wānaka and Go Jets Wānaka to access the adjoining rivers.
13. The Reserve is subject to the Albert Town Recreation Reserve Management Plan 2010. This plan does not anticipate or provide for this potential lease to WRDA. Accordingly, the lease would require public notification in accordance with the Reserves Act 1977 (Act).
14. Section 54 of the Act allows the administering body of the reserve to lease recreation reserve land to a voluntary organisation for recreational activity and associated buildings. Section 73 allows the administering body to lease recreation reserves for grazing. Both require approval of the Minister (of Conservation) prior to granting the lease (this authority being delegated to Full Council).
15. The Wānaka Upper Clutha Community Board (WUCCB) holds the delegation to notify long term land leases (lease period greater than 5 years).
16. Leasing of QLDC reserve land is currently covered by the Community Facilities Funding Policy 2019 (CFFP). This policy identifies how community organisations are charged for leasing or licencing QLDC reserve land.
17. This policy has a default rate of \$1 for community organisations. For organisations occupying more than 10,000sqm an annual rental rate of \$0.018 per square metre is applied to the additional area. A rental of \$1,441 per annum is anticipated for a community organisation leasing approximately nine hectares.
18. It is noted this policy is currently under review. Fees charged for community tenancies will be reviewed during this process, although the policy review will not be completed until mid-2027, which would be after potential granting of this lease.
19. Council has traditionally granted long term leases for community organisations wanting to occupy reserve land. The maximum initial term permitted under the Act is 33 years.
20. The CFFP does not provide guidance as to the length of lease term QLDC should grant. In 2016 Council adopted indicative lease and licence terms for community organisations based on the level of investment required from the organisation to occupy the land. These standard terms and conditions for community leases are included as Attachment B. It is anticipated these terms will be reviewed during the current CFFP review process.

21. WRDA have advised that indicative costs to occupy Albert Town Reserve are in the vicinity of \$200,000 - \$250,000 + GST. This will initially comprise of fencing, accessing water (bore), preparatory ground works and cultivation and arena construction, followed by structures for storage and shelter.
22. Accordingly based on the standard terms and conditions for community leases adopted in 2016, this would provide an indicative lease term of ten years plus a ten year right of renewal (by agreement of both parties - QLDC has discretion to grant the renewal or not).
23. Due to the rapid recent expansion and development of Wānaka and the surrounding areas, we expect to see more pressure on recreation reserve land in the future. Granting a long-term lease would commit this recreation reserve land to a single use for a significant period of time. Noting large areas of this reserve area already subject to long term leases for the next 13-19 years.
24. Based on the above factors, including uncertainty as to future development and likely pressures on reserve land, the indicative initial lease term of ten years is more appropriate than the 30-year term applied for.
25. This shorter lease term may impact the viability of this location for WRDA.
26. It is also recommended that the steep bank between the upper and lower terraces (excluding the track) be excluded from the lease area to allow restorative planting to be undertaken within this area. This area would need to be fenced.
27. This report identifies and assesses the following reasonably practicable options for assessing the matter as required by section 77 of the Local Government Act 2002 (LGA).
28. Option 1: Agree to publicly notifying the intention to grant a new ten-year lease with ten-year renewal to Wānaka Riding for the Disabled at Albert Town Reserve.

Advantages:

- Will assist WRDA to provide recreational opportunities for people with disabilities.
- Enables use of a currently largely unused part of recreation reserve.

Disadvantages:

- Commits a large area of the Reserve to a long-term lease.
- Restricts public access to a large area of this Reserve.

29. Option 2: Decline to publicly notifying the intention to grant a new ten-year lease with ten-year renewal to Wānaka Riding for the Disabled at Albert Town Reserve.

Advantages:

- Doesn't encumber the Reserve or restrict public access.

Disadvantages:

- Leaves WRDA, their participants and volunteers with uncertainty as to future operation.

30. Option 3: Agree to publicly notifying the intention to grant a new lease to Wānaka Riding for the Disabled at Albert Town Reserve for a different length of term or lease area.

Advantages:

- Allows the WUCCB to decide on an appropriate lease area or lease length.

Disadvantages:

- May reduce the ability of WRDA to secure funding or operate efficiently.

31. This report recommends **Option 1** for addressing the matter because it will allow public to input into the lease process and provide feedback on the proposal.

Consultation Process | Hātepe Matapaki

Significance and Engagement | Te Whakamahi i kā Whakaaro Hiraka

32. This matter is of medium significance, as determined by reference to the Council's Significance and Engagement Policy 2024 because it involves the possibility of leasing a strategic asset (reserve land) for a long term.

33. The persons who are affected by or interested in this matter are lease holders and users of Albert Town Recreation Reserve and participants and volunteers of Wānaka Riding for the Disabled.

34. Council will publicly notify the intention to grant the lease if the recommended option is approved. This will allow anyone the opportunity to submit on this proposal.

Māori Consultation | Iwi Rūnaka

35. Council will publicly notify this proposal, allowing everyone including iwi to submit on the proposal.

Risk and Mitigations | Kā Raru Tūpono me kā Whakamaurutaka

36. This matter relates to the Community & Wellbeing risk category. It is associated with RISK10005 Ineffective planning for community services or facilities within the QLDC Risk Register. This risk has been assessed as having a moderate residual risk rating.
37. The approval of the recommended option will allow Council to avoid the risk. This will be achieved by allowing a community organisation to continue to provide an important service to the Wānaka community.

Financial Implications | Kā Riteka ā-Pūtea

38. There are no financial requirements associated with this decision. If a lease is eventually granted it will provide a small income to QLDC.

Council Effects and Views | Kā Whakaaweawe me kā Tirohaka a te Kaunihera

39. The following Council policies, strategies and bylaws were considered:
- QLDC's Strategic Framework including the Vision Beyond 2050: Our Strategic Framework - this item specifically aligns with; Thriving People and Opportunities for all;
 - The QLDC Disability Policy;
 - The Reserves Act 1977; and
 - Community Facility Funding Policy 2019.
40. The recommended option is consistent with the principles set out in the named policies.
41. This matter is not included in the Long Term Plan/Annual Plan.

Legal Considerations and Statutory Responsibilities | Ka Ture Whaiwhakaaro me kā Takohaka Waeture

42. QLDC is required to follow the process within the Reserves Act 1977 as administering body of the Reserve.

Local Government Act 2002 Purpose Provisions | Te Whakatureture 2002 o te Kāwanataka ā-Kiaka

43. Section 10 of the LGA states the purpose of local government is (a) to enable democratic local decision-making and action by, and on behalf of, communities; and (b) to promote the social, economic, environmental, and cultural well-being of communities in the present and for the future. This allows democratic decision making by enabling the public to submit on the proposal and be heard. As such, the recommendation in this report is appropriate and within the ambit of Section 10 of the LGA.

44. The recommended option:

- Can be implemented through current funding under the Long Term Plan and Annual Plan;
- Is consistent with the Council's plans and policies; and
- Would not significantly alter the intended level of service provision for any significant activity undertaken by or on behalf of the Council or transfer the ownership or control of a strategic asset to or from the Council.

[Attachments | Kā Tāpirihaka](#)

A	Wānaka Riding for the Disabled Proposal for Albert Town Reserve
B	QLDC Standard Terms & Conditions for Community Leases (2016)



BUILDING OUR NEW HOME

CHAPTER 1 • WHO WE ARE

WĀNAKA RIDING FOR THE DISABLED

Every week, children and adults arrive at Wānaka Riding for the Disabled carrying challenges that aren't always visible. Through the unique partnership between horse and rider, they discover confidence, independence, strength, and joy.

Today, we support 27 riders from local schools, colleges, Pact, and even one rider who travels from Queenstown to attend our sessions.

Behind every rider is an incredible team of people. It takes 47 dedicated volunteers generously giving their time each week to make our sessions possible, supported by a passionate committee working behind the scenes to ensure Wānaka Riding for the Disabled continues to thrive.

OUR PROGRAMME IN NUMBERS

27 RIDERS SUPPORTED	47 VOLUNTEERS	18 YEARS RUNNING
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CHAPTER 2 · WE NEED A NEW HOME

BUILDING THE NEXT CHAPTER

Now, we have the opportunity and the necessity to build a new home where these life-changing moments can continue for generations. Together, we're not simply building facilities, we're building possibility.

We want to create a place where Wanaka RDA can remain long-term and to be able to create a special space our community can call their own.

Our goal is for this to become a multi-use facility for our community.



CHAPTER 3 • THE LAND WE'RE SEEKING

PROPOSED SITE

We are seeking to lease a parcel of QLDC-held land located directly adjacent to the Wānaka Rodeo Grounds. This proposal outlines the site we have identified, the facilities we hope to establish, and why this location is the right fit for the future of Wānaka Riding for the Disabled.

Approximately 80% of our riders travel from Wānaka to attend their sessions. For many of our riders, the journey itself can be a significant factor. The difference of even a few extra minutes in the car can be the difference between arriving feeling calm and ready to participate, or feeling overwhelmed before they even begin.

This location provides a central and accessible option for our community, positioned between Wānaka, Hawea, and Luggate, while also providing easier access for our rider travelling from Queenstown without needing to navigate through central Wānaka.

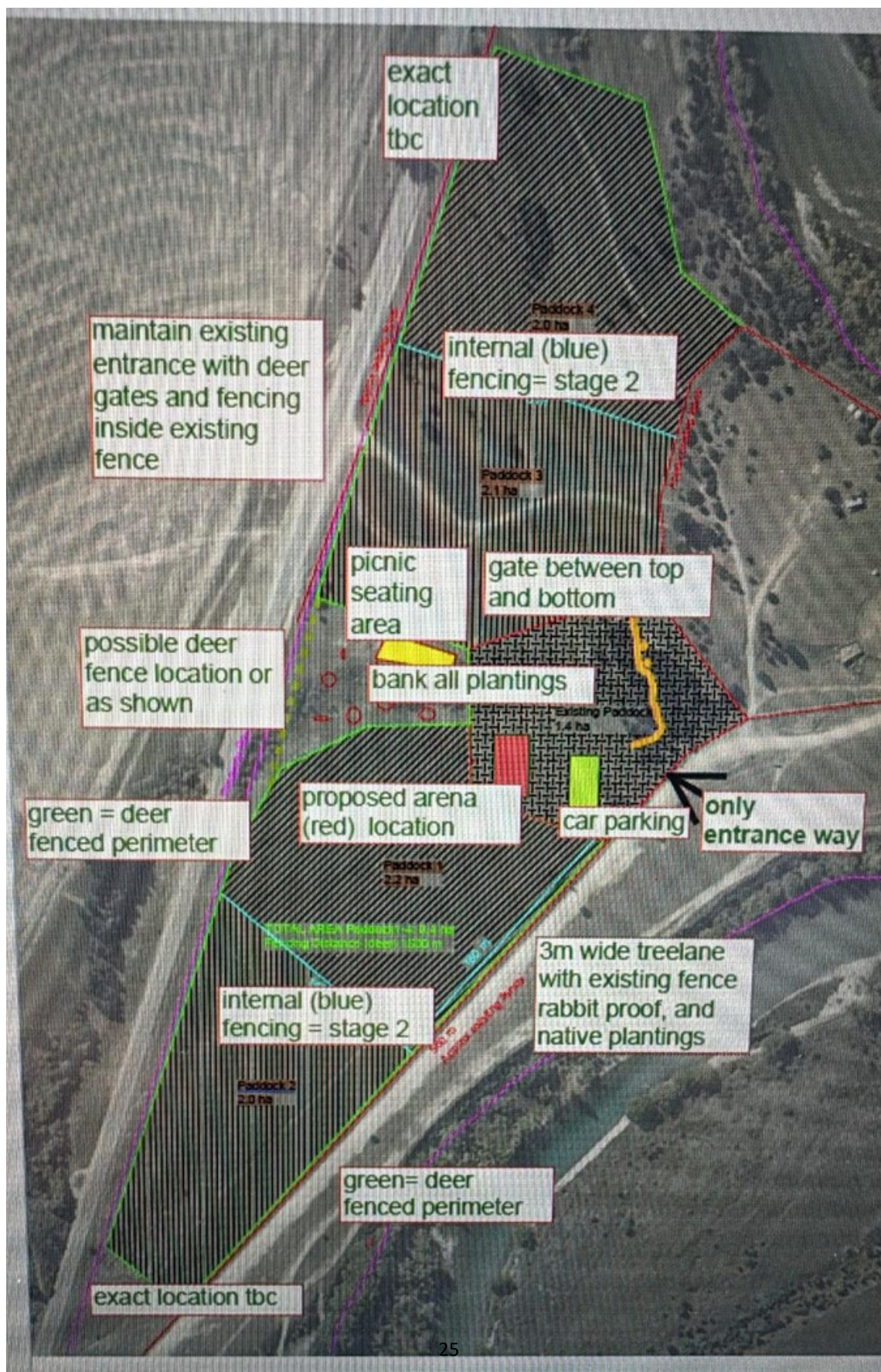
The size and location of this site provide us with the opportunity to create a sustainable home for Wānaka Riding for the Disabled, one that can support our current riders while allowing us to grow our capacity into the future.

Our vision is to create a facility that will serve our community for generations to come. A place where children and adults with disabilities, specific challenges or needs can experience the connection, confidence, independence, and joy that comes from working alongside horses.

With the right space, we hope to one day welcome more riders and extend the life-changing impact of RDA to even more people in our region

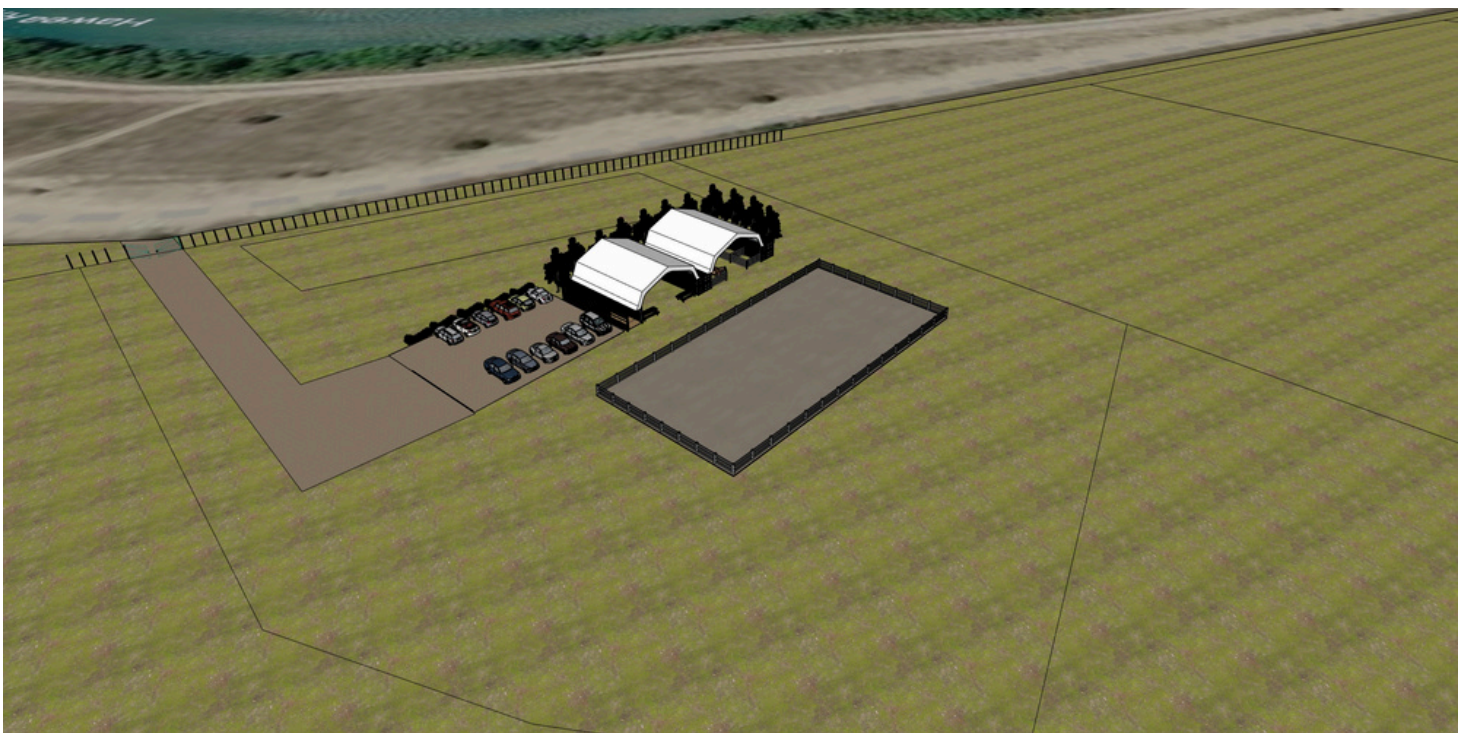
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PROPOSED SITE



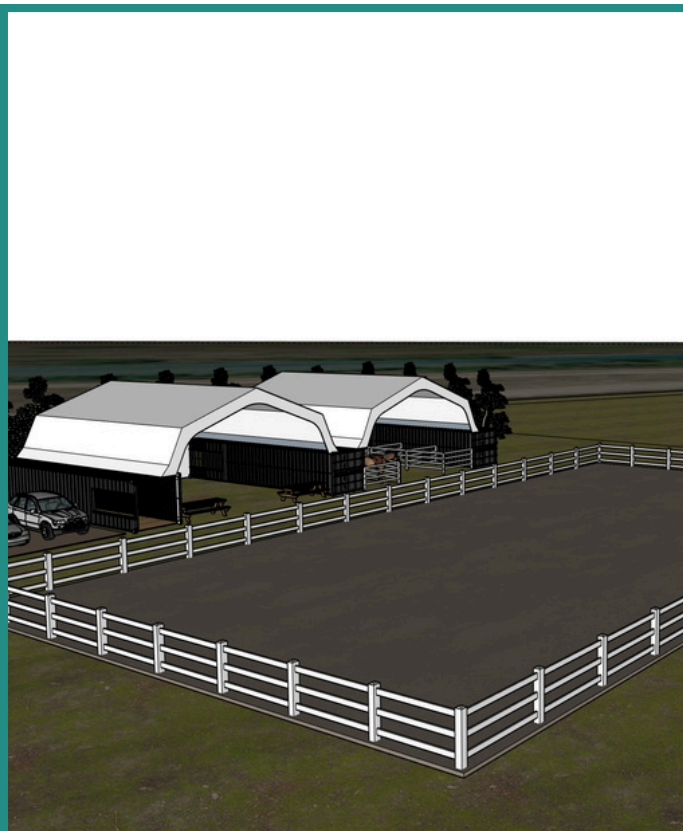
CHAPTER 3 • THE LAND WE'RE SEEKING

PROPOSED SITE



CHAPTER 3 • THE LAND WE'RE SEEKING

PROPOSED SITE



CHAPTER 4 • WHAT WE'RE BUILDING

THREE STAGES

STAGE 1 — SECURE THE HORSES

Fencing, paddocks, water and shelters for every horse.

STAGE 2 — BUILD THE HEART

Storage, feed room, volunteer hub and caregiver shelter.

STAGE 3 — CREATE THE ARENA

A dedicated riding arena where our riders can develop, safely and at their own pace.



THANK YOU

QUEENSTOWN LAKES DISTRICT COUNCIL

30 JUNE 2016

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1. Community Lease and Licence Terms

A report from Joanne Conroy (Property Advisor, APL Property Ltd) assessed and proposed a standard set of terms to be included in new lease and licences granted to community groups to occupy Council buildings or Council land.

Mrs Conroy and Mr Hansby joined the table.

Regard was had to the concerns with the policy expressed by the legal advisor to the Canterbury Westland Kindergarten Association Inc which were principally as follows:

- The inclusion of a termination provision of any length is opposed;
- If a termination clause is deemed necessary, five years' notice is more reasonable than two;
- The meaning of 'core infrastructure projects' needs definition;
- Clarification of the method of determining compensation is needed.

In addition, regard was had to the concern highlighted in the officer report that the Central Lakes Trust (and similar organisations) would have difficulty funding a project with only a 10 year confirmed lease.

Consideration was given to the definition provided in the proposed Break Clause policy for 'core infrastructure services'. It was suggested that this would be difficult to clarify further, as it was impossible to know what infrastructure requirements there may be in 30 years. It was agreed that the definition should recognise this and provide scope for unknown. Following further discussion 'public transport' was added so that the definition read 'drinking water supply, waste water collection and treatment, stormwater management and discharge, roading, public transport and footpaths.'

As it represented a new policy, it was agreed that the text of the break clause options presented with the report should be included in full in the resolution.

Councillor Gilmour noted that this review also provided an opportunity to standardise rent reviews, especially as many rents were only \$1/annum pursuant to the community pricing policy and it was unnecessarily onerous to review them every two years. She proposed a new policy whereby 'rent reviews shall be five yearly or consequential to any change to the community pricing policy.' Members agreed that this was a reasonable suggestion and should be added to the resolution.

The adverse impact that shorter lease terms could have on community groups' funding options was considered. Members acknowledged that for many groups an investment of \$250,000 or more was very large. In such cases it was not unreasonable for such groups to be seeking lengthy lease terms and a long notice period of lease termination. Mrs Conroy confirmed that the maximum initial lease term allowable under the Reserves Act was 33 years this was proposed as the standard for new leases on Council land for sporting, arts, cultural and service groups where their investment was over \$500,000. Members questioned why there was a difference between this

category and those making a similar investment but their prior lease had expired and also those where the investment was between \$250,000 and \$500,000, particularly as this could have a negative impact on these groups when seeking funding. It was noted that with the proposed break clauses (in each case, five years), the difference in lease terms was immaterial. Accordingly, it was agreed that in each of these categories the term should be 33 years.

The Council also supported the change proposed by Councillor Gilmour for leases on Council land for sporting, arts, cultural and service groups where their investment was between \$50,000 and \$250,000 or terms of 10 years (+10+10) and the addition to the 'Termination Clause' column that it should only be invoked 'if required for core infrastructure'. In addition, Councillor Gilmour suggested that the 'Term' be retitled 'Indicative Term' [of lease] and that termination time periods be expressed in years rather than months. These suggestions were supported and included in the resolution.

**On the motion of Councillors Gilmour and MacLeod
it was resolved that the Council:**

- 1. Note the contents of this report;**
- 2. Accept the proposed standard terms and conditions for community leases shown below:**

Type	Indicative Term	Termination Clause if required for core infrastructure	Treatment on Early Termination	Examples
Sporting, Arts, Cultural or service group in Council building	3 years, with two renewals of 3 years each by agreement of both parties	1 year (but not in the first 3 year term)	N/A e.g. they can just walk away	DQ Qtn Arts Centre Wanaka Art Centre CAB
Sporting, Arts, Cultural or Service Group on Council Land, where their investment is less than \$50,000	3 years, with two renewals of 3 years each by agreement of both parties	1 year (but not in the first 3 year term)	Lessee can choose to remove improvements and make good or improvements revert to Council ownership	Mt Bike Club Wanaka Bike Club Wanaka Pony Club
Sporting, Arts, Cultural or Service Group on Council Land, where their investment is between \$50,000 and \$250,000	10 years with two renewals for a further 10 years each by agreement of both parties	2 years (but not in the first 2 years)	Lessee can choose to remove improvements and make good or improvements revert to Council ownership	Wanaka Soccer Club (proposed new lease) Wanaka Plunket assn.
Sporting, Arts, Cultural or Service Group on Council Land, where their investment is between \$250,000 and \$500,000	33 Years	5 years	Lessee can choose to remove improvements and make good or improvements revert to Council ownership	
Sporting, Arts, Cultural or Service Group on Council Land, where their	33 years	5 years	Compensation or relocation costs payable by Council.	Arrowtown Sports Trust Wakatipu Coastguard

Type	Indicative Term	Termination Clause if required for core infrastructure	Treatment on Early Termination	Examples
investment is over \$500,000				
Sporting, Arts, Cultural or Service Group on Council Land, where the value of their asset is over \$500,000 but their prior lease has expired.	33 years	5 years	Compensation payable by Council.	Frankton Kindergarten Kingston Community Association

3. Agree that rent reviews for sporting, arts, cultural or service groups in Council buildings or on Council land shall be five yearly or consequential to any change to the community pricing policy.

4. Adopt the Queenstown Lakes District Council Break Clause Policy:

Lessor Termination Right

Termination Notice: If the Lessor requires possession of the Premises for:

the provision of core infrastructure services (being drinking water supply, waste water collection and treatment, stormwater management and discharge, roading, public transport and footpaths);

then the Lessor may terminate this Lease on not less than [] months' prior written notice to the Lessee (**Termination Notice**). A Termination Notice may only be served on the Lessee [] years after the Commencement Date] *[Note: To decide whether or not Council can only terminate after a certain number of years or whether this right should be exercisable at any time].*

Surrender of Lease: On the expiry of the period specified in the Termination Notice the Lessee will be deemed to have surrendered the estate and interest of the Lessee in this Lease and the term will expire. The Lessee will yield up vacant possession of the Premises and [all provisions of the Lease applicable on expiry of the term will apply] / [the Lessee shall be required to leave the Premises in a clean and tidy condition but shall not be required to comply with its reinstatement and make good obligations under the Lease] *[Note: To decide whether the Lessee is required to comply with its reinstatement obligations on the termination date]*

Compensation: *Elect one of the following options:*

No compensation: The Lessee may not recover from the Lessor any damages or compensation of any kind, or obtain any order, injunction or other remedy against the Lessor as a consequence of receiving the Termination Notice or the operation of this clause.

OR

Compensation: On the date that the Lessee yield up vacant possession of the Premises [and complies with its reinstatement obligations] in accordance with clause 1.2 above the Lessor

will pay to the Lessee an amount (plus GST) calculated in accordance with the following formula:

$$A - \frac{(A \times B)}{C}$$

Where:

A = [the cost of the Lessee's improvements installed or to be installed at the Premises (as certified by a quantity surveyor)] / [the value of the Lessee's improvements installed at the Premises (as certified by a registered valuer)] or \$[] *[Note: Value of improvements can either be assessed or a value agreed up front between the parties]*

B = the number of days from and including the Commencement Date, or (if applicable) the earliest date on which a Termination Notice may be served, to and including the expiry of the notice period under the Termination Notice

C = the number of days from and including the Commencement Date or, (if applicable) the earliest date on which a Termination Notice may be served, to and including [insert the date the Lease would have expired if the Termination Notice had not been served]

PROVIDED that the Lessee shall not be entitled to any compensation pursuant to this clause if a Termination Notice is served after [insert date]. *[Note: To decide whether or not compensation should cease to be payable after a certain date]*

The Lessee will not otherwise recover from the Lessor any damages or compensation of any kind, or obtain any order, injunction or other remedy against the Lessor as a consequence of receiving a Termination Notice or the operation of this clause.

2. **Proposed New Lease for the Young Family: Zoological Gardens, Frankton**

A report from Joanne Conroy (Property Advisor, APL Property Ltd) detailed the process undertaken to determine whether a new lease for the Young family to operate the Zoological Gardens in Frankton should be granted, noting that it had been publicly notified and a hearing had been held to hear submissions. The report highlighted the key considerations to which the hearings panel had had regard and presented the panel's recommendation to grant a new lease for five years, subject to conditions.

Mrs Conroy, Mr Quin and Mr Walker presented the report.

Members noted that the hearings panel's recommendations were for terms and conditions different from the policy adopted in the previous item, but observed that this indicated that the policy would not be appropriate for some situations. Consideration was also given to the applicant's request made in the public forum for a term of at least ten years and the concerns raised about what would occur if the Council was unable to prepare a Reserve Management Plan ['RMP'] for the area within the proposed five years of the lease.