

**THE FAR NORTH DISTRICT COUNCIL
(FNDC)**

AND

**THE NORTHLAND REGIONAL COUNCIL
(NRC)**

REVISED TRANSFER AGREEMENT

**TRANSFERS OF FUNCTIONS, POWERS
AND DUTIES PURSUANT TO SECTION 33
RESOURCE MANAGEMENT ACT 1991**

**TRANSFERS IN EXCHANGE OF FUNCTIONS, POWERS AND DUTIES PURSUANT TO
SECTION 33 RESOURCE MANAGEMENT ACT 1991**

DEED effective the 1st day of December 2001; and as Revised on 13th day of December 2006.

PARTIES

1. THE FAR NORTH DISTRICT COUNCIL ("FNDC")
2. THE NORTHLAND REGIONAL COUNCIL ("NRC")

INTRODUCTION

- A.** Pursuant to the enabling powers of the parties by virtue of section 33 of the Resource Management Act 1991, and in accordance with the procedures of section 716A of the Local Government Act 1974 the parties have agreed to continue the transfer by the District to the Region, and by the Region to the District of certain functions, powers and duties.
- B.** The parties agree that the transfers of certain functions, powers and duties as set out in this deed are desirable on all of the following grounds, namely:
 - (i) The transferee Council represents the appropriate community of interest relating to the exercise or performance of the functions, powers and duties transferred, and
 - (ii) The efficiency for these purposes of the transferee Council, and
 - (iii) The technical capability and expertise of the transferee Council

THIS DEED RECORDS:

Commencement

1. That as from 1 December 2001, and as revised and refined in December 2006, the functions, powers and duties set out in the first schedule to this deed are transferred from the District to the Region, and those set out in the second schedule are transferred from the Region to the District.

Extent

2. That the transfers evidenced by this deed shall be to the fullest extent authorised by law, including the power to institute and prosecute or defend, respond to or join any proceeding in any court or tribunal relative to any function, power or duty so transferred in the name of the transferee Council alone.

Reporting

3. That upon written request from the transferor Council the transferee Council shall report to the transferor Council with such particularity as has been requested upon the performance, exercise or fulfilment by the transferee Council of any or all of the functions, powers or duties transferred, or in respect of any particular specified action taken by the transferee Council **AND** the information to be so supplied shall not be limited or restricted in any way notwithstanding the Local Government Official Information and Meetings Act 1987. Reporting shall be not less frequently than annually coinciding with the local government financial year.

Revocation

4. That any of the transfers evidenced by this deed may be revoked by the transferor Council or relinquished by the transferee Council by the giving of not less than 3 months' notice in writing to the other. Notwithstanding the transfers evidenced by this deed and any revocation or relinquishment in terms of the preceding clause, any proceeding initiated by or against or joined by either party of which either party has received notice, shall be continued by or against that party alone.

Information

5. That the parties shall provide such information and records and do all such things as may be necessary or conducive to the fulfilment of the transfers evidenced by this deed or any revocation or relinquishment as provided in Clause 4.

Differences/disputes

6. That in the case of any difference or dispute arising as to any clause, matter or thing contained or implied in this deed or as to its construction or arising in any way in respect of this deed or the transfers evidenced by this deed, all such differences or disputes shall be referred to the arbitration of one independent person as sole arbitrator to be agreed upon by the parties within 14 days of one party giving notice to the other of the person nominated by the first party as arbitrator, and failing such agreement to be appointed by the President of the Local Government New Zealand and every such reference shall be deemed a submission to arbitration within the meaning of the Arbitration Act 1996 and shall be conducted and take effect accordingly except only so far as the provisions of that Act are modified by this clause.

EXECUTION

THE COMMON SEAL of
THE FAR NORTH DISTRICT COUNCIL)
was affixed in the presence of:)



1

Chief Executive

Mayor

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THE COMMON SEAL of
THE NORTHLAND REGIONAL COUNCIL)
was affixed in the presence of:)

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FIRST SCHEDULE

(Transfer by Far North District Council)

A. Resource Management Act 1991

1. The processing, administration, and enforcement of Resource Consents for the following activities:
 - (a) Land Use consents for construction earthworks for earth dams;
 - (b) Land use consents for Private jetties and Boat Ramps that straddle cma;
 - (c) Costs of these services to be recovered directly from the applicant/exacerbator.

SECOND SCHEDULE

(Transfer by Northland Regional Council)

A. Resource Management Act 1991

1. The processing, administration, monitoring and enforcement of Resource consents for the following activities:
 - (a) Sale of liquor activity from premises in the coastal marine area adjoining the Far North District;
 - (b) On-site discharges of (contaminants) treated sewage effluent from dwellings, up to a maximum daily volume of 3 cubic metres, from dwellings, commercial buildings and the like;
 - (c) Minor structures which straddle the Coastal Marine Area boundary (e.g., where small structures for which the major proportion of the proposal is above the CMA boundary and there are not other resource consents require from the Regional Council – such as coastal board walks, boat sheds and small landings, less than 10 square metres that have no effects on physical coastal processes).

Costs of the above services to be recovered directly from the applicant/exacerbator.

2. The administration and enforcement of the control of unauthorised noise originating in the coastal marine area adjoining the Far North District, under Part II of the Act; Costs of this service to be actual and reasonable, as set in Administrative charges fixed from time to time by the Council.
3. The control of contaminant discharges on the foreshore of the coastal marine area adjoining the Far North District, being those from live and dead stock, abandoned vehicles, rubbish and fires. Costs of this service to be actual and reasonable, as set in Administrative charges fixed from time to time by the Council.
4. In the case of impounding of dogs or stock in the CMA plus all actual costs incurred in the employment of a contractor to remove stock to the pound, advertising of stock for auction, and sustenance for the period dog/stock are held in the pound as set in Administrative charges fixed from time to time by the Council. All monies not recovered from the auction (stock) will be charged to the NRC.

B. Deleted, as now superseded under provisions of Building Act 2004.**Notes**

1. It is intended that the performance of those functions, which are directly recoverable by way of fees, or costs of enforcement shall be met by the applicant/exacerbator. Where this is not the case the costs of performing the function shall be met by the transferor party upon receipt of suitable documented invoice, quarterly from the transferee.
2. In the exercise of the transfer of the control of noise in the coastal marine area (Second Schedule A.2.), particularly in regard to the operation of noisy vessels such as jet skis, the transferee party shall in the first instance, ensure that the response to such an

incident is not already being addressed by the NRC via its suitably qualified officer/
harbour warden pursuant to harbour bylaws.

3. Deleted as now superseded under provisions of Building Act 2004.