

10 September 2026



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Dear [REDACTED]

Thank you for your request for official information dated 15 July 2026 for the following:

*I request the following information regarding the transfer of ownership of the Hokonui Heritage Centre building (including the Moonshine Museum building) from the Hokonui Heritage Centre Trust to the Council in 2022–2023:*

- 1. Copies of the original and current Memorandum of Understanding (MOU)*
- 2. Any related agreements or resolutions authorising the transfer.*
- 3. Council meeting minutes, notes, reports, or briefings that discuss or approve the transfer (including any committee or full council meetings in 2022–2023).*
- 4. Any correspondence or advice provided to councillors or staff about the implications for ratepayers (e.g., depreciation, maintenance costs, or ongoing funding).*

I will respond to your above points in turn.

1. There is no MoU with Hokonui Heritage Centre Trust, therefore we are refusing under section 17(e) of the Act – that the document alleged to contain the information requested does not exist.

A copy of the MoU with Hokonui Moonshine Museum Trust is attached.

2. Letter from Hokonui Heritage Centre Trust to Council – 16 September 2022 attached.
3. Letter from Steve Parry confirming Council accepted HHCT's proposal 10 October 2022 attached

Minutes from Council meeting 6 October 2022 in Committee (p13-15) motion carried 2022/123

4. This is answered within the In Committee minutes of 6 October 2022 (highlighted by the red box)

You have the right to seek an investigation and review by the Ombudsman of this decision.  
Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz).

Yours sincerely

A handwritten signature in dark ink, appearing to read 'DL', with a long, sweeping horizontal stroke extending to the right.

Deborah Lascelles  
Chief Executive

Enc.

## **Memorandum of Understanding between the Gore District Council (GDC) and Hokonui Moonshine Museum Charitable Trust (HMMCT)**

### **1. Purpose**

- 1.1. This Memorandum of Understanding sets out the framework agreed by the Gore District Council and the Hokonui Moonshine Museum Charitable Trust in respect of the governance relationship and outcomes desired between the two entities.
- 1.2. The purpose of the Hokonui Moonshine Museum Charitable Trust is the promotion, establishment, and operation of a public museum to recreate and encompass all aspects of the history surrounding the legendary distilling of Hokonui Moonshine and any other purpose relating to these objectives.

### **2. Role of Hokonui Moonshine Museum Charitable Trust**

- 2.1. The Hokonui Moonshine Museum Charitable Trust will supply:
  - Collections of local, regional and national significance;
  - Displays of local, regional and national significance;
  - Projects and programmes of local and regional significance;
  - Resources pertinent to the management, care, and research of heritage material; and
  - Resources necessary to produce spirits and other consumables relating to the objectives of the museum.
- 2.2 The collections, displays, projects and programmes will all be measured as part of the HMMCT agreed KPIs with the Council.
  - Plays an active role in the precinct wide engagement of 50 school and special interest groups per annum.
  - Museum open 360 days per annum.
  - Satisfaction rate from visitors greater than 80%.
  - One major heritage-themed event per year.
- 2.3 The heritage collections in storage and on display are owned and maintained by the Hokonui Moonshine Museum Charitable Trust. Equipment, materials, licensing and brands relating to the production of spirit and other consumables are also owned by the Trust.

### **3. Role of the Gore District Council**

- 3.1 To enable the Hokonui Moonshine Museum Charitable Trust to achieve the outcomes, the Gore District Council will assist the HMMCT by providing the following:
  - A fit for purpose, compliant and climate controlled premises, suitable for the care, research, exhibition and interpretation of community owned arts and heritage collections and associated programmes.
  - Council owned or Council controlled building(s) for museum operations in acknowledgment of the vesting of HMMCT's share of the premises at 16 Hokonui Drive, Gore.
  - Annual rent of \$150.00 per annum.

- Staff to operate the museum to achieve the KPIs set by the Council, staff will be managed by the Arts and Heritage department of the Council.
- Operating grant of \$24,500 per annum.
- Power.
- Telephones.
- IT services including internet, computers, photocopier etc.
- Broker and underwriting services for the insurance cover of equipment, fittings, fixtures and collections.
- All internal building compliance including the structure.
- All mechanical service including air conditioning.
- All stationery to operate the museum.
- A dedicated Council liaison officer to sit on the management committee as ex-officio to help the Trust achieve its short-term and future outcomes.

#### **4. Objectives**

- 4.1 The objectives of the Council and HMMCT in establishing this Memorandum are to ensure that the governance relationship and outcomes between the Council and HMMCT.
- 4.2 Enables HMMCT to fulfil its legislative requirement to operate as a successful Charitable Trust under the Charities Act 2005.
- 4.3 Accords with the legal roles and responsibilities of the Council and the HMMCT and their respective governing bodies and sound governance practice.
- 4.4 Recognises the key investment of the Council and the HMMCT, noting the regional importance of the HMMCT collection and its positive contribution to the Gore District.

#### **5. Core principles**

- 5.1 The Council and the HMMCT to operate as a successful business and each will work within their respective roles to assist the objective.
- 5.2 Council and HMMCT acknowledge that the trustees of HMMCT and the council as stakeholders have important roles and responsibilities, and each will respect the role and responsibilities of the other entity and work constructively with each other on that basis.
- 5.3 Any disputes arising between the Council and the HMMCT in relation to governance matters will be addressed under an agreed process as set out in this Memorandum.

#### **6. Monitoring, liaison and reporting**

- 6.1 Executive Council officers will receive monthly reporting on the KPIs being achieved by the HMMCT. These reports will be written by the District Arts and Heritage Curator.
- 6.2 The District Arts and Heritage Curator will provide an advisory service to the Hokonui Moonshine Museum Charitable Trust and the Curator, along with any other Council employee, does not and will not have any voting rights at any of the Trust's meetings.
- 6.3 An executive Council officer will attend the HMMCT meeting three times per annum along with the nominated Council liaison officer to continue to work with the Trust and the Council's elected member representatives at an executive level. A Council-appointed representative will attend all meetings as set out in the MOU.

- 6.4 Council officers to draft a six-monthly report for the Council to update elected Council members on the performance of the HMMCT and the outcomes being achieved.
- 6.5 The arts and heritage department manages an operational budget to maintain the wider precinct good. These costs include subcontractor maintenance, consultant fees, tools and workshop materials. This budget is used for promotions, maintenance and has a wider cross-facility public benefit. This budget is managed by the District Arts and Heritage Curator who will report any anomalies with the budget to his executive manager.
- 6.6 An appropriate sum will be set aside on top of any Council cash grant to record the estimated level of in-kind service provided by Council staff.

## 7. Dispute resolution

- 7.1 The Council and HMMCT agree that any differences of view or disputes between them should be addressed frankly and constructively between the parties, and in the first instance, between the Council assigned liaison officer and the Chair of the HMMCT.
- 7.2 If either party identifies a matter that requires escalation it shall be referred to the executive officer and the Chair of the HMMCT for discussion between them, and then at the request of either the Chief Executive or to the Mayor for discussion.
- 7.3 While nothing in this Memorandum restricts the legal rights of either party, both council and HMMCT note the desire to resolve disputes through discussion, or if necessary, through mediation.

## 8. Status of Memorandum of Understanding

- 8.1 This Memorandum is not legally binding, although the parties may agree that protocols or arrangements in respect of any matter will be.
- 8.2 This Memorandum and any action under it, is subject to all applicable laws.
- 8.3 Any variation or termination of this Memorandum shall require the approval of both parties.

Signature



Gore District Council Chief Executive

Date

23 June 2022

Signature



Chairperson Hokonui Moonshine Museum Charitable Trust

Date

16th June 2022

## HOKONUI HERITAGE CENTRE TRUST

C/- Gore District Council  
PO Box 8  
Gore 9740

Telephone 03-209-0330

E-Mail - [sjones@goredc.govt.nz](mailto:sjones@goredc.govt.nz)

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16 September 2022

The Chief Executive  
Gore District Council  
PO Box 8  
Gore 9740

Dear Stephen

### **Hokonui Heritage Centre Trust (HHCT)**

As the Council will know, the **Hokonui Moonshine Museum** project has been a long-running community joint venture initiative supported by Gore District Council and Maitāwhiri Licensing Trust.

The project aimed to capture the Gore District's vibrant heritage of its pioneering settlers and the history of distilling in the region whilst protecting historical artifacts and ensuring the significant history of distilling in this region continued.

Subsequently, the **Hokonui Moonshine Museum Charitable Trust (HMMCT)** was established for project fundraising and managing the museum as a community asset, an amenity for our local people and a much-needed visitor attraction.

As part of the project, Davidsons Discount Store at 16 Hokonui Drive was purchased, requiring the formation of the **Hokonui Heritage Centre Trust (HHCT)** to facilitate the purchase and redevelopment of this vital community asset. In addition, HHCT holds the licences for the Hokonui trademarks and associated IP and has recently built and commissioned a modern working still to enable the distilling history to continue and eventually transition into a commercial visitor attraction and community amenity. When completed, this multi-purpose museum development will house a significant proportion of the district's history and historical artifacts, being:

- The Hokonui Moonshine Museum (Hokonui Moonshine Museum Charitable Trust)
- The Gore Historical Museum (Gore District Historical Society – previously housed at 19 Hokonui Drive)
- The Hokonui Heritage Research Centre (Gore Group of Genealogists – formerly part of the Gore Library)

The Hokonui Heritage Centre Trust is pleased to update you on the project and to inform you that the building part of the project is largely completed. With the aid of public funding (see appendices), the Hokonui Heritage Centre Trust has ensured the following "public good" the following elements of the project and main building fabric are in place:

- Land and buildings purchased and held as an asset of the Hokonui Heritage Centre Trust;
- Fully relined and fire-rated ground floor for the Gore District Historical Society's heritage collection store within the Win Hamilton Wing;
- Upgraded fire and security system throughout the entire building;
- Newly re-pitched and compliant roof, flashings and guttering for the main building;
- Fully relined and carpeted display spaces;
- Investment in heating and ventilation to preserve historical artifacts and displays; and
- Considerable investment in lighting, sound and props to tell and display our history to a high standard.

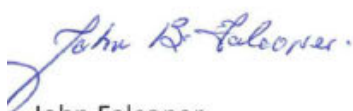
As reported at a recent Trust meeting, there are only nominal costs (\$60,000) to fully complete this part of the project, which can be broken down into project retentions (\$25,000) and incidentals (\$35,000). The trustees respectfully request a grant from the Council to HHCT to ensure the project can be completed expediently and avoid any further cost escalations due to COVID and ongoing building supply chain issues.

Given this part of the project is nearing completion, trustees of HHCT and HMMCT recommend the building vests in the Gore District Council. We believe all stakeholders see this as essential and in the broader community's interests. Doing so ensures this vital asset, which protects and displays the district heritage, is in public ownership. We also note this was the original intent of the key stakeholders as outlined in the Memorandum of Understanding and the Council's Annual Plan. It should also be noted a recent valuation valued the land, building and improvements at \$4,040,000.

I trust this provides the necessary context for the Council to progress the vesting of HHCT assets (building) into Council ownership, provide a grant to finish this component of the project and support the ongoing development of the entire project. We believe these requests align with previous intentions and to the benefit of all stakeholders.

Should you require any further information to support our requests, then please feel free to contact us.

Yours sincerely



John Falconer  
Chairman



Bernard May  
HHCT & HMMCT Trustee

Q3 –

10 October 2022

The Chairman  
Hokonui Heritage Centre Trust  
PO Box 8  
Gore 9740

Dear John

Thank you for your letter dated 16 September in which you ask that the Council consider acquiring the Hokonui Heritage Centre Trust's building assets for the consideration of \$60,000. Your letter was considered by the Council at its most recent meeting held on Thursday 6 October.

I am pleased to advise that following careful consideration, the following resolution was passed by the Council:

*THAT the Council approve the request of the Hokonui Heritage Centre Trust for the trust's building asset at 16 Hokonui Drive to be transferred to the Gore District Council for the consideration of \$60,000,*

*THAT the Council note that the value of the asset being transferred is in the vicinity of \$4 million,*

*THAT the Council authorise the Chief Executive to enter into a sale and purchase agreement with the Hokonui Heritage Centre Trust to memorialise the proposed transaction and bring about a timely transfer of land and buildings into the Council's ownership,*

*AND THAT the Council note that the purchase price of \$60,000 will be funded from proceeds received from the sale of Matai Ridge sections.*

I will now arrange for a sale and purchase agreement to be prepared to give effect to the Council's resolution. Once the agreement has been executed by both parties, the funds of \$60,000 can be advanced at the nominated settlement date.

Yours sincerely

Stephen Parry  
**Chief Executive**

6. HOKONUI HERITAGE CENTRE TRUST – VESTING OF ASSET (sc3450)

A report had been received from the Chief Executive profiling a request received from the Hokonui Heritage Centre Trust for its building asset to be vested in the Gore District Council. A copy of the letter from the Trust had been circulated with the agenda. In exchange for a \$60k contribution, the Council would receive an asset valued at just over \$4 million.

The Trust had been established to hold ownership of the former Davidson's Discount Store at 16 Hokonui Drive which had been acquired to convert the premises into a compelling community asset celebrating and memorialising the district's heritage. At that time the Council was not in a financial position to commit to the purchase and redevelopment of the premises. Subsequently, the HHCT in tandem with the Gore Historical Society Inc developed a Moonshine Museum, general museum reflecting the heritage of the district and a dedicated research centre known as the Hokonui Research Centre, all within the purchased building.

Development evolved to a point where after 20 years of operation, the moonshine museum required a complete overhaul to provide a more contemporary and interactive experience for visitors. The redevelopment of the moonshine museum and consequential relocation of Gore Historical Society artifacts and the research centre had been made possible via funding secured through the Provincial Growth Fund (PGF). HHCT was the contracting agency with the PGF and had also entered into building contracts with Signal Management Group and the various trades companies that had worked on the development and ultimate completion of the new moonshine museum, complete with an operating still.

With its development objectives substantially completed, HHCT is wanting to wind up the trust and vest the redeveloped building asset, including the upgraded moonshine museum, in the Gore District Council. The figure of \$60,000 had been set to relieve the trust of its residual liabilities and enable an orderly conclusion of its affairs to occur. The \$60,000 was made up of final accounts that had come in for the moonshine museum redevelopment, including building retentions. The Trust had expended all its reserves to complete the redevelopment and with that accomplishment, its *raison d'être* was no longer valid.

The Chief Executive had put forward two options for consideration – either accept the proposal or decline the request. It had been suggested that the funding to meet the cost of \$60,000 could come from the proceeds of sale of Matai Ridge sections which were due to be settled around March-April 2023. The transfer of ownership to the Council would allow a greater focus being placed on operation of the new museum facility.

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Cr Highsted moved THAT the Council approve the request of the Hokonui Heritage Centre Trust for the trust's building asset at 16 Hokonui Drive to be transferred to the Gore District Council for the consideration of \$60,000 plus GST,

THAT the Council note that the value of the asset being transferred is in the vicinity of \$4 million,

THAT the Council authorise the Chief Executive to enter into a sale and purchase agreement with the Hokonui Heritage Centre Trust to memorialise the proposed transaction and bring about a timely transfer of land and buildings into the Council's ownership,

AND THAT the Council note that the purchase price of \$60,000 will be funded from proceeds received from the sale of Matai Ridge sections.

The motion was seconded by Cr Phillips.

Cr MacDonell asked if the issue was urgent. It affected a future Council particularly if the funding was going to be met from the sale of Matai Ridge sections. He thought it was unfair to make a decision when there could be some changes to the next Council. He thought it should be deferred.

The Chief Executive said it was opportune to consider the issue at the meeting. The next Council would not formally meet until mid November. It was political discretion as to whether it was deferred or not.

Cr Highsted said from a Trust point of view, it was urgent. The MoU had been signed with the Council some months ago and the bank balance was being hammered with electricity and other costs. It was a \$4 million asset and a very long project that was in the final stages of completion. The Trust was 60k short to complete. The Council had put in \$925k in total and 23% of the costs. The trustees would lose faith. For the non-Council trustees, it had taken a long time and some trustees had left.

Cr Davis asked if it was in Council ownership, the building would be eligible for the penny per unit. Cr Highsted confirmed it would be. Cr Davis was also a little concerned about the funding coming from section sales at Matai Ridge. If it did not come from Matai Ridge, where would the funding come from.

The Chief Executive said 35 sections had been sold with deposits paid. The expected profit was \$400k after taking into account the land purchase and development costs. The Council had nothing earmarked for the revenue when it came through in March 2023 when titles were expected to be issued.

Cr Dickson asked what the 60k covered. Cr Highsted referred to the attachment to the letter and noted the Trust had not been greatly served by Signal in terms of its reporting. There were also costs associated with a sensor for the still that had been initially unexpected. There was 25k of retentions and a gradual build up of other costs.

Cr MacDonell asked who would be responsible for the costs associated with the building once the Council assumed ownership. The Chief Executive said the Council had paid some in the past with annual infrastructure grants. Once the Council owned the building, it would be responsible for costs, although the electricity costs would be significantly reduced compared to the Trust that had not had the benefit of the penny per unit agreement.

Cr Davis said the Council had not made any decision about what any surplus from Matai Ridge might be used for. Cr Gardyne recalled there was a policy for land disposal that stipulated one third went to debt repayment, one third for public consultation and one third at the Chief Executive's discretion.

**The motion was put and it was carried.**

**2022/123**