



Agenda

**Notice is hereby given of
an Ordinary Council Meeting**

Tuesday 15 April 2025

9:30am

Function Room
Waimate Event Centre
15 Paul Street
Waimate

www.waimatedc.govt.nz

Notice is hereby given that a meeting of the Council will be held in the Function Room, Waimate Event Centre, 15 Paul Street, Waimate, on Tuesday 15 April 2025, commencing at 9:30am.

Elected Members

Craig Rowley	Chairperson
Sharyn Cain	Deputy Mayor
John Begg	Councillor
Peter Collins	Councillor
Sandy McAlwee	Councillor
Tom O'Connor	Councillor
Colin Pankhurst	Councillor
Lisa Small	Councillor
Rick Stevens	Councillor

Quorum – no less than five members

Significance Consideration

Evaluation: Council officers, in preparing these reports have had regard to Council's Significance and Engagement Policy. Council and Committee members will make the final assessment on whether the subject under consideration is to be regarded as being significant or not. Unless Council or Committee explicitly determines that the subject under consideration is to be deemed significant then the subject will be deemed as not being significant.

Decision Making

The Council, in considering each matter, must be:

- i. Satisfied that it has sufficient information about the practicable options and their benefits, costs and impacts, bearing in mind the significance of the decision;
- ii. Satisfied that it knows enough about and will give adequate consideration to the views and preferences of affected and interested parties bearing in mind the significance of the decisions to be made.

Stuart Duncan
Chief Executive

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OPENING

1 OPENING OF MEETING

Cr Sandy McAlwee will open the Council Meeting.

2 PUBLIC FORUM

3 APOLOGIES

The Chair will call for any apologies.

4 VISITORS

5 CONFLICTS OF INTEREST

As per the Local Authorities (Members' Interests) Act 1968 (as below), the Chair will enquire if there are any Conflicts of Interest to be declared on any item on the agenda, and if so, for any member to declare this interest.

Local Authorities (Members' Interests) Act 1968

Councillors are reminded that if they have a pecuniary interest in any item on the agenda, then they must declare this interest and refrain from discussing or voting on this item and are advised to withdraw from the meeting table.

6 IDENTIFICATION OF MAJOR (URGENT), MINOR OR PUBLIC FORUM ITEMS NOT ON THE AGENDA

1. The Chair will call for any major (urgent business) or minor items not on the agenda to be raised according to Standing Orders, as below:

- a. **Standing Orders 3.7.5 – Major Items**

An item not on the agenda for a meeting may be dealt with at the meeting if the local authority by resolution so decides, and the presiding member explains at the meeting at a time when it is open to the public –

- i. The reason why the item was not listed on the agenda; and
 - ii. The reason why discussion of the item cannot be delayed until a subsequent meeting.

- b. **Standing Orders 3.7.6 – Minor Items**

An item not on the agenda for a meeting may be dealt with at the meeting if –

- i. That item is a minor matter relating to the general business of the local authority; and
 - ii. The presiding member explains at the beginning of the meeting, at a time when it is open to the public, that the item will be discussed at the meeting; but
 - iii. No resolution, decision, or recommendation may be made in respect of that item except to refer that item to a subsequent meeting of the local authority for further discussion.

MINUTES**7 CONFIRMATION OF MINUTES****7.1 MINUTES OF THE COUNCIL MEETING HELD ON 18 MARCH 2025**

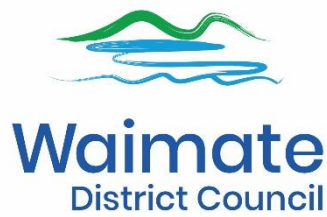
Author: Karalyn Reid, Committee Secretary and PA to the Mayor
Authoriser: Tina Stevenson, Corporate Services Group Manager
Attachments: 1. Minutes of the Council Meeting held on 18 March 2025

PURPOSE

To present the unconfirmed Minutes from the Council Meeting held on 18 March 2025 for confirmation.

RECOMMENDATION

That the Minutes of the Council Meeting held on 18 March 2025 be adopted as a true and correct record.



MINUTES

Ordinary Council Meeting

18 March 2025

**MINUTES OF WAIMATE DISTRICT COUNCIL
ORDINARY COUNCIL MEETING
HELD AT THE FUNCTION ROOM, WAIMATE EVENT CENTRE, 15 PAUL STREET, WAIMATE
ON TUESDAY 18 MARCH 2025, COMMENCING AT 9:30 AM**

PRESENT: Mayor Craig Rowley (Chair), Deputy Mayor Sharyn Cain, Cr John Begg, Cr Peter Collins, Cr Sandy McAlwee, Cr Tom O'Connor, Cr Colin Pankhurst, Cr Lisa Small, Cr Rick Stevens

IN ATTENDANCE: Stuart Duncan (Chief Executive), Rachel Holley-Dellow (Human Resources Manager), Carolyn Johns (Community and Strategy Group Manager), Michelle Jones (Executive Support Manager), Dan Mitchell (Asset Group Manager), Dylan Murray (Regulatory and Compliance Group Manager), Tina Stevenson (Corporate Services Group Manager), Karalyn Reid (Committee Secretary)

OPENING

1 OPENING

Cr Tom O'Connor opened the Council Meeting, highlighting his thoughts that the restrictions and controls in a democratic society are essential for an orderly society, and the sacred trust between those making the decisions should be guarded and respected while they are in office.

2 PUBLIC FORUM

There were no speakers at the Public Forum.

3 APOLOGIES

Nil

4 VISITORS

Nil

5 CONFLICTS OF INTEREST

The Chair called for any Conflicts of Interests:

Cr Rick Stevens declared a non-pecuniary conflict of interest, as Council's representative on Waimate Historical Society, and that he would not be participating in 16.6 Heritage Grant Application – Waimate Historical Society.

6 IDENTIFICATION OF MAJOR (URGENT) OR MINOR ITEMS NOT ON THE AGENDA

An item 'Remedial Works of the Gym and Squash Court Areas of the Waimate Event Centre Report' was identified as a major item.

The reason it wasn't on the agenda was because the report has just become available and it cannot be delayed until the next meeting because of urgency to award the rebuild contract to ensure the Waimate Event Centre opens as quickly as possible.

This item needs to be taken at the end of the public excluded section of the meeting because:

s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7:

- a. s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information; and
- b. s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities; and
- c. s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).

IDENTIFICATION OF MAJOR/MINOR ITEM NOT ON THE AGENDA**RESOLUTION 2025/24**

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Tom O'Connor

That the Major/Minor item 'Remedial Works of the Gym and Squash Court Areas of the Waimate Event Centre Report' is taken at the end of the closed (public excluded) section of the meeting.

CARRIED

MINUTES**7 CONFIRMATION OF MINUTES****7.1 MINUTES OF THE COUNCIL MEETING HELD ON 18 FEBRUARY 2025****RESOLUTION 2025/25**

Moved: Cr John Begg

Seconded: Cr Rick Stevens

That the Minutes of the Council Meeting held on 18 February 2025 be adopted as a true and correct record.

CARRIED

8 RECEIPT OF MINUTES**8.1 MINUTES OF THE ORARI-TEMUKA-OPIHI-PAREORA ZONE COMMITTEE MEETING HELD ON 3 FEBRUARY 2025****RESOLUTION 2025/26**

Moved: Cr Lisa Small

Seconded: Cr Tom O'Connor

That the unconfirmed minutes of the Orari-Temuka-Opihi-Pareora Zone Committee Meeting held on 3 February 2025 be received.

CARRIED

Note:

Deputy Mayor Sharyn Cain noted she wasn't able to attend this brief meeting despite requesting a team's link to Timaru District Council staff.

**8.2 MINUTES OF THE WAIMATE DISTRICT CIVIC AWARDS COMMITTEE MEETING
HELD ON 3 MARCH 2025****RESOLUTION 2025/27**

Moved: Mayor Craig Rowley

Seconded: Cr Lisa Small

That the unconfirmed minutes of the Waimate District Civic Awards Committee Meeting held on 3 March 2025 be received.

CARRIED**8.3 MINUTES OF THE LOWER WAITAKI SOUTH COASTAL CANTERBURY ZONE
COMMITTEE MEETING HELD ON 10 FEBRUARY 2025****RESOLUTION 2025/28**

Moved: Deputy Mayor Sharyn Cain

Seconded: Mayor Craig Rowley

That the unconfirmed minutes of the Lower Waitaki South Coastal Canterbury Zone Committee Meeting held on 10 February 2025 be received.

CARRIED**REPORTS****9 MAYOR'S REPORT****9.1 MAYOR'S REPORT****RESOLUTION 2025/29**

Moved: Mayor Craig Rowley

Seconded: Cr Tom O'Connor

That the Mayor's Report is accepted.

CARRIED**10 DEPUTY MAYOR'S REPORT****10.1 DEPUTY MAYOR'S REPORT****RESOLUTION 2025/30**

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Lisa Small

That the Deputy Mayor's Report is accepted.

CARRIED

11 COUNCILLORS' REPORT

11.1 COUNCILLORS' REPORT

RESOLUTION 2025/31

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Rick Stevens

That the Councillors' Report is accepted.

CARRIED

Note:

Council discussed the talk Climate Change Evidence Talk with Ian McIntosh held in Timaru on 19 February and that he had presented to several other Councils, and suggested it may be useful that he be invited to present his views to Council at a suitable forum.

12 CHIEF EXECUTIVE'S REPORT

12.1 CHIEF EXECUTIVE'S ACTIVITY REPORT

RESOLUTION 2025/32

Moved: Mayor Craig Rowley

Seconded: Cr Peter Collins

That the Chief Executive's Activity Report is accepted.

CARRIED

Correction:

The Chief Executive did not attend the zoom meeting with South Island Minister James Meager on 17 February 2025.

13 COUNCIL ACTIONS REPORT

13.1 OUTSTANDING COUNCIL ACTIONS REPORT - PUBLIC

RESOLUTION 2025/33

Moved: Cr John Begg

Seconded: Cr Lisa Small

That the Outstanding Council Actions Report – Public is accepted.

CARRIED

14 HUMAN RESOURCES REPORT

14.1 HUMAN RESOURCES REPORT

RESOLUTION 2025/34

Moved: Mayor Craig Rowley

Seconded: Cr Rick Stevens

That the Human Resources Manager's report is accepted.

CARRIED

15 AUDIT AND RISK COMMITTEE REPORT**15.1 AUDIT AND RISK COMMITTEE CHAIR'S REPORT****RESOLUTION 2025/35**

Moved: Cr Lisa Small

Seconded: Cr Rick Stevens

That the Audit and Risk Committee Chair's Report is accepted.

CARRIED**16 GENERAL REPORTS****16.1 RISK TOLERANCE REVIEW****RESOLUTION 2025/36**

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Rick Stevens

1. That the Risk Tolerance Review report is accepted; and
2. That Council approves the Risk Appetite Statement, as presented.

CARRIED**16.2 FINANCE REPORT FOR THE 7 MONTHS ENDED 31 JANUARY 2025****RESOLUTION 2025/37**

Moved: Cr Tom O'Connor

Seconded: Cr John Begg

That the Finance Report for the 7 months ended 31 January 2025 is accepted.

CARRIED**Note:**

Council requested clarification on the 'Other Projects' in the Capital Spends Projects Community Facilities table, and asked for the Corporate Services Group Manager to circulate additional details, and for future reports to contain more detail.

16.3 DELEGATIONS POLICY 308 AMENDMENTS

Council considered the reviewed 308 Delegations Policy amendment for adoption.

RESOLUTION 2025/38

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Rick Stevens

1. That the 308 Delegations Policy amendment report is received; and
2. That Council accepts the proposed changes to the 308 Delegations Policy as presented.

CARRIED

16.4 324 COMMUNITY HOUSING POLICY

Council considered the draft 324 Community Housing Policy for adoption.

RESOLUTION 2025/39

Moved: Mayor Craig Rowley

Seconded: Cr Lisa Small

1. That the 324 Community Housing Policy report is accepted; and
2. Council adopt the 324 Community Housing Policy, with minor amendments below:
 - a. 7.3 that 'or vaping' be added to the wording.
 - b. 4.9 (and 6.2a) that the wording be consistent that it be the appropriate Council Staff Member, not WDC when processing and determining applications.

CARRIED

16.5 314 LOCAL APPROVED PRODUCTS POLICY

Council considered the draft 314 Local Approved Products Policy for adoption.

RESOLUTION 2025/40

Moved: Cr Rick Stevens

Seconded: Cr Sandy McAlwee

1. That the 314 Local Approved Products Policy report is accepted; and
2. That Council adopts the 314 Local Approved Products Policy with the minor amendment below:
 - a. 4.1 Sensitive Site: that 'other community facilities' be defined to include specific facilities in the Waimate District that offer medical or mental health or addiction services.

CARRIED

16.6 HERITAGE GRANT APPLICATION - WAIMATE HISTORICAL SOCIETY

Council considered the Heritage Grant funding application from the Waimate Historical Society, however requested this be deferred until the 15 April Council Meeting in order for the applicant to provide a second quote, and that it be clarified that under the Heritage Grant Criteria, only 50% of the total cost of a project will be granted up to a maximum of \$1,000.

Cr Rick Stevens as Council's representative on Waimate Historical Society did not participate in the discussion for this item.

16.7 RECREATIONAL TRACK GRANT APPLICATION - WHITEHORSE MTB RIDERS INC

Council considered the Recreational Track Grant funding application from the Whitehorse MTB Riders Inc.

RESOLUTION 2025/41

Moved: Deputy Mayor Sharyn Cain

Seconded: Mayor Craig Rowley

1. That the Recreational Track Grant Application - Whitehorse MTB Riders Inc report is accepted; and
2. That Council approves the Recreational Track Grant funding application from Whitehorse MTB Riders Inc for \$10,000, GST exclusive.

CARRIED**16.8 LOCAL GOVERNMENT NEW ZEALAND FOUR MONTHLY REPORT - NOVEMBER 2024 TO FEBRUARY 2025****RESOLUTION 2025/42**

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Rick Stevens

That the Local Government New Zealand Four Monthly Report is received.

CARRIED**16.9 LOCAL GOVERNMENT NEW ZEALAND (ANNUAL GENERAL MEETING) SUBMISSION OF REMITS**

Council agreed to hold over this report until the 15 April 2025 Council Meeting, in order for Councillors to consider any further potential topics, and also for the Deputy Mayor to hold conversations at the upcoming LGNZ Zone 5 & 6 Meeting in Christchurch (10-11 April 2025) on potential topics and likely support from South Island councils.

17 CONSIDERATION OF MAJOR (URGENT) OR MINOR ITEMS NOT ON THE AGENDA

Nil

PUBLIC EXCLUDED

18 EXCLUSION OF THE PUBLIC REPORT

RESOLUTION TO EXCLUDE THE PUBLIC

RESOLUTION 2025/43

Moved: Deputy Mayor Sharyn Cain

Seconded: Cr Rick Stevens

That the public be excluded from the following parts of the proceedings of this meeting.

The general subject matter of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48 of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
18.1 - Public Excluded Minutes of the Council Meeting held on 18 February 2025	s6(a) - the making available of the information would be likely to prejudice the maintenance of the law, including the prevention, investigation, and detection of offences, and the right to a fair trial	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
18.2 - Outstanding Council Actions Report - Public Excluded	s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
18.3 - Alpine Energy Limited - Shareholders Letter of Expectations and Chair's Response	s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

CARRIED

19 RE-ADMITTANCE OF THE PUBLIC REPORT**RESOLUTION 2025/44**

Moved: Cr Lisa Small

Seconded: Cr Tom O'Connor

That Council moves out of Closed Council into Open Council.

CARRIED**MEETING CLOSURE**

There being no further business, the Chair declared the meeting closed at 10.45am.

The Minutes of this meeting are to be confirmed at the Ordinary Council Meeting scheduled on 15 April 2025.

.....
CHAIRPERSON

7.2 MINUTES OF THE EXTRAORDINARY COUNCIL MEETING HELD ON 1 APRIL 2025

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

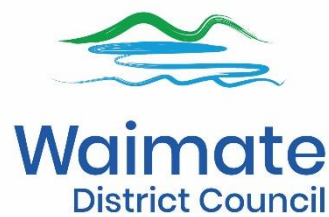
Attachments: 1. Minutes of the Extraordinary Council Meeting held on 1 April 2025

PURPOSE

To present the unconfirmed Minutes of the Extraordinary Council Meeting held on 1 April 2025 for confirmation.

RECOMMENDATION

That the Minutes of the Extraordinary Council Meeting held on 1 April 2025 be adopted as a true and correct record.



MINUTES

Extraordinary Council Meeting

1 April 2025

**MINUTES OF WAIMATE DISTRICT COUNCIL
EXTRAORDINARY COUNCIL MEETING
HELD AT THE FUNCTION ROOM, WAIMATE EVENT CENTRE, 15 PAUL STREET, WAIMATE
ON TUESDAY, 1 APRIL 2025, COMMENCING AT 11:00AM**

PRESENT: Mayor Craig Rowley, Deputy Mayor Sharyn Cain, Cr John Begg, Cr Peter Collins, Cr Sandy McAlwee, Cr Tom O'Connor, Cr Lisa Small, Cr Rick Stevens

ABSENT: Cr Colin Pankhurst

IN ATTENDANCE: Stuart Duncan (Chief Executive), Rachel Holley-Dellow (Human Resources Manager), Carolyn Johns (Community and Strategy Group Manager), Michelle Jones (Executive Support Manager), Dan Mitchell (Asset Group Manager), Dylan Murray (Regulatory and Compliance Group Manager), Tina Stevenson (Corporate Services Group Manager), Shey Taylor (Strategic Planner/Policy Analyst), Melissa Thomson (Accountant),
Karalyn Reid (Committee Secretary)

OPENING

1 OPENING MEETING

There was no formal opening of the Extraordinary Council Meeting.

2 PUBLIC FORUM

There was no Public Forum offered at this Extraordinary Council Meeting.

3 APOLOGIES

Nil

4 VISITORS

Nil

5 CONFLICTS OF INTEREST

The Chair called for Conflicts of Interests. There were no Conflicts of Interest identified.

6 IDENTIFICATION OF MAJOR (URGENT) OR MINOR ITEMS NOT ON THE AGENDA

There were no major/minor items identified.

REPORTS

7 GENERAL REPORTS

7.1 LONG TERM PLAN 2025-2034 CONSULTATION DOCUMENT

Council considered the supporting information and the unsigned Audit Opinion on the draft Consultation Document for the Long Term Plan 2025-2034 (LTP) as presented.

The consolidated Consultation Document was tabled to Council upon receipt of the signed Audit opinion, and will be attached to the minutes.

RESOLUTION 2025/45

Moved: Mayor Craig Rowley

Seconded: Cr Rick Stevens

1. That Council accepts the Long Term Plan 2025-2034 Consultation Document report; and
2. That Council approves the supporting information for inclusion in the Long Term Plan 2025-2034 consultation; and
3. That Council receives the Audit Opinion on the Consultation Document for the Long Term Plan 2025-2034; and
4. That Council adopts the Consultation Document, including the Audit Opinion, for the Long Term Plan 2025-2034 for public consultation; and
5. That, if necessary, the Chief Executive be authorised to make any minor and non-material corrections to the Long Term Plan Consultation Document before the Long Term Plan Consultation Document is publicly notified.

CARRIED

Note:

Both the Chief Executive and Council thanked Group Managers and their teams for the extensive work involved in producing the final 'no-frills' Long Term Plan for public consultation within the required deadlines.

There will be printed copies of the document provided at community chat sessions around the district, however online (electronic) submissions are preferred. A computer will also be set up in the library.

Staff will make a limited number of printed documents available to Ward Councillors to circulate to rural places such as schools or stores.

MEETING CLOSURE

There being no further business, the Chair declared the meeting closed at 11.43am.

The Minutes of this meeting are to be confirmed at the Ordinary Council Meeting held on 15 April 2025.

.....
CHAIRPERSON

8 RECEIPT OF MINUTES**8.1 MINUTES OF THE WAIMATE COMMUNITY ANZAC GROUP MEETING HELD ON 20 MARCH 2025**

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

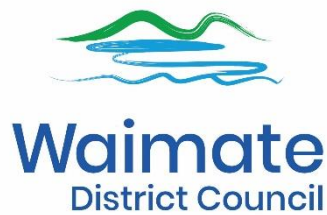
Attachments: 1. Minutes of the Waimate Community ANZAC Group Meeting held on 20 March 2025

PURPOSE

For the draft unconfirmed Minutes of the Waimate Community ANZAC Group Meeting held on 20 March 2025 to be presented for the information of the Council, with the permission of the Chair.

RECOMMENDATION

That the unconfirmed Minutes of the Waimate Community ANZAC Group Meeting held on 20 March 2025 be received.



UNCONFIRMED MINUTES

Waimate Community ANZAC Group Meeting

20 March 2025

**UNCONFIRMED MINUTES OF THE WAIMATE COMMUNITY ANZAC GROUP MEETING HELD
IN THE COUNCIL CHAMBER, WAIMATE DISTRICT COUNCIL, QUEEN STREET, WAIMATE
ON THURSDAY 20 MARCH 2025, COMMENCING AT 2:00PM**

PRESENT: Mayor Craig Rowley (Chair), Bridget Johnson (Rotary Rep), John Begg (Waimate Ministers Association Rep), Barry Casey and Bill Gates (Waimate RSA), Jeannie Hogarth (Waimate Red Cros), Cr Peter Collins (Council Rep)
RSA: Rob Boswell, Eddie Rademaker (President)

APOLOGIES: Jo Hunnikin (Waimate High School Rep)

IN ATTENDANCE: Karalyn Reid (Committee Secretary)

OPENING

1 APOLOGIES

COMMITTEE RESOLUTION 2025/1

Moved: Mayor Craig Rowley

Seconded: Bridget Johnson

That an apology from Jo Hunnikin be accepted.

CARRIED

2 VISITORS

Russell Wallace, Waimate Highland Pipe Band

3 CONFLICTS OF INTEREST

Nil

MINUTES

4 CONFIRMATION OF MINUTES

4.1 MINUTES OF THE WAIMATE COMMUNITY ANZAC GROUP MEETING HELD ON 27 NOVEMBER 2024

COMMITTEE RESOLUTION 2025/2

Moved: Bridget Johnson

Seconded: John Begg

That the Minutes of the Waimate Community ANZAC Group Meeting held on 27 November 2024 be adopted as a true and correct record.

CARRIED

REPORTS

5 FINANCIALS

5.1 FINANCIAL REPORT

COMMITTEE RESOLUTION 2025/3

Moved: John Begg

Seconded: Mayor Craig Rowley

That the Waimate Community Anzac Group receive the financial report.

CARRIED

Note:

Traffic Management Plan Cost

The Group agreed on the requirement for a Traffic Management Plan because of the risk to Council (the Chief Executive).

The Chair has spoken with the Chief Executive, who agreed Council would fund the lowest cost of a Traffic Management Plan this year.

The two quotes were SJ Allen Ltd \$4,480 plus GST, and Men at Work \$1,468.80 plus GST.

The Group agreed to lobby to Central Government for a nationwide grant similar to Matariki for Traffic Management, and write to the Minister of Transport and Minister of Veteran Affairs, as well as Council lobbying via a remit to LGNZ's Annual General Meeting.

6 GENERAL BUSINESS

6.1 CORRESPONDENCE REPORT

COMMITTEE RESOLUTION 2025/4

Moved: Chair Craig Rowley

Seconded: Jeannie Hogarth

That the Correspondence Report is received.

CARRIED

6.2 2025 WAIMATE COMMUNITY ANZAC CIVIC SERVICE PLANNING

COMMITTEE RESOLUTION 2025/5

Moved: Mayor Craig Rowley

Seconded: Jeannie Hogarth

That the Waimate Community Anzac Group discusses and confirms the below arrangements for the 2025 Anzac Civic Service:

Venue:

Waimate Event Centre

Duty Minister:

Chris Leathers

Guest Speaker:

Carol Abraham

Master of Ceremonies:

Mayor Craig Rowley

Entertainment:

Waimate Community Choir – Australian and New Zealand National Anthem and Soldier's version of Hallelujah

Wreaths:

To be announced before they are placed on the cenotaph. To be advised on all invitations to groups/organisations/schools.

Bugler:

David Owen/Harvey Wood

Road Closures/Parade:

Men at Work (see prior notes)

Waimate High School:

Assistance with setting up/setting down, ushers, circulating invitations, borrow stage. Members meet High School students at 10am to run through the programme.

Cenotaph Service:

30 chairs, sound system, power cords (in clock tower), Cr Peter Collins/Mayor meet at 9.45am to set up.

Flags:

Council's long poles from the Council Chamber can be used, Russell Wallace offered an Australian flag but this is not suitable so a new one will be purchased.

Morning tea:

The RSA noted the morning tea at the Waimate Town & Country Club this year was expected to cost \$700, and asked for the Group to fund 50%, which would be \$350.

MOTION

Moved: John Begg

Seconded: Cr Peter Collins

That the payment from the Waimate Community Anzac Group to the RSA for half share of morning tea be extended to \$350 for this year.

CARRIED

MEETING CLOSURE

There being no further business, the Chair closed the meeting at 2.26pm.

The Minutes of this meeting are to be confirmed at the next meeting of the Waimate Community ANZAC Group Meeting.

.....
CHAIRPERSON

8.2 MINUTES OF THE DOWNLANDS JOINT STANDING COMMITTEE MEETING HELD ON 17 MARCH 2025

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: 1. Minutes of the Downlands Joint Standing Committee Meeting held on 17 March 2025

PURPOSE

For the unconfirmed Minutes of the Downlands Joint Standing Committee Meeting held on 17 March 2025 to be presented for the information of the Council, with the permission of the Chair.

RECOMMENDATION

That the unconfirmed Minutes of the Downlands Joint Standing Committee Meeting held on 17 March 2025 be received.

MINUTES

**Downlands Water Supply Committee
Meeting**

Monday, 17 March 2025

Downlands Water Supply Committee Meeting Minutes

17 March 2025

**Minutes of Timaru District Council
Downlands Water Supply Committee Meeting
Held in the Meeting Room 1, District Council Building, King George Place, Timaru
on Monday, 17 March 2025 9:00 am**

Present: Cllr Scott Shannon (Chairperson), Cllr Stacey Scott, Cllr Rit Fisher, Cllr Sandy McAlwee, Anna Lyon,

In Attendance: Andrew Dixon, Group Manager Infrastructure, Andrew Lester, Drainage & Water Manager, Jo Williams, Minute Taker.

1 Apologies

1.1 Apologies

Resolution 2025/1

Moved: Cllr Scott Shannon

Seconded: Member Anna Lyon

That the apologies of Mayor Nigel Bowen and Cllr Sally Parker be received and accepted.

Carried

2 Identification of Items of Urgent Business

There were no items of Urgent Business.

3 Identification of Matters of a Minor Nature

Update on Capital Programme.

4 Declaration of Conflicts of Interest

There were no declarations of conflict of interest from any Committee member.

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5 Chairperson's Report

5.1 Chairperson's Report

Chairperson welcomed committee members to meeting. He appreciated the timing of this meeting as all councils are doing their annual plans. He requested that any Downlands updates be shared as soon as available.

Resolution 2025/2

Moved: Cllr Scott Shannon

Seconded: Member Anna Lyon

That the Chairperson's report be received.

.Carried

6 Confirmation of Minutes

6.1 Minutes of the Downlands Water Supply Committee Meeting held on 18 November 2024

There was a brief discussion on the on two items from the last meeting:

- Albury Connections – no hydraulic analysis completed to date. Traffic light system updated and working on updating website. Waiting for proposal from MacKenzie
- Nitrate Levels

Resolution 2025/3

Moved: Cllr Stacy Scott

Seconded: Member Anna Lyon

That the Minutes of the Downlands Water Supply Committee Meeting held on 18 November 2024 be confirmed as a true and correct record of that meeting and that the Chairperson's electronic signature be attached.

Carried

7 Reports

7.1 Downlands Scheme Update

The Drainage and Water Manager gave updates on following:

- Capital – Cleland / Davison Road contract - Tenders closed and will go to next Tenders & Procurement Meeting – competitive prices. This project will be split between this year and

Downlands Water Supply Committee Meeting Minutes

17 March 2025

next financial year. project will have materials purchased this FY, with construction also due to commence in May and completion FY26.

- 2024 landslide event at Taiko Reservoir – all works completed on site. Land movement monitoring programme in place including six monthly site visits and surveying.
- Reservoir Strategy – update on strategy – to assess the reservoirs' end of life and decommissioning if necessary. Also identifies the impact of the scheme in terms of water quantity and quality. Capital works expected to be carried out in 2025/2026 Financial Year.
- New Connections – spoke to report attached – 43 applications lodged, 31 completed, 35.0 new units in service. Answered questions on the timing of processing of applications- comes down to how prepared the person doing the application is and when they are ready to start. There is a 12 month time period for these applications.

Resolution 2025/4

Moved: Cllr Scott Shannon

Seconded: Member Anna Lyon

That the Committee receives and notes the Downlands Quarterly Network Update.

Carried

7.2 Downlands Financial Report December 2024

This report outlined progress on implementing year three of the 2024-34 Long Term Plan and report on the financial results for the 6-month period ending 31 December 2024 including Total Revenue, Total expenses, Operating Surplus / (Deficit) and Capital Expenditure.

The Drainage and Water Manager confirmed that a full revaluation of the scheme will be undertaken this year along with all other TDC water assets.

There was discussion about generating income from connections. Drainage and Water Manager advised a lot of modelling had been done. One of the pushbacks is shared cost. Weather plays a big part.

Resolution 2025/5

Moved: Cllr Scott Shannon

Seconded: Cllr Sandy McAlwee

That the summary financial results to 31 December 2024 be received and noted.

Carried

7.3 Resignation of Mackenzie/Waimate Independent Member

The Committee acknowledged the resignation and service of the Mackenzie and Waimate Independent Downlands Committee member, Bill Wright.

Resolution 2025/6

Downlands Water Supply Committee Meeting Minutes

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Moved: Cllr Scott Shannon
Seconded: Cllr Sandy McAlwee

That the Downlands Joint Committee acknowledge the resignation of the Mackenzie and Waimate Independent member, Bill Wright and thank him for his significant selfless contribution to the Downlands Water Scheme governance.

Carried

7.4 Update Nitrate Trends in Water Supply

This report provided the Downlands Water Supply Committee with an update on the state of nitrates in the Downlands Water Supply. It was agreed that the Graph "Downlands Water Supply nitrate Levels at Source" be included in the Downlands General Quarterly.

Resolution 2025/7

Moved: Cllr Sandy McAlwee
Seconded: Cllr Rit Fisher

That the Committee receives and notes the update on nitrate trends for the Downlands Water Supply.

Carried

7.5 Local Water Done Well Water Delivery Plans

This report is to seek agreement from the Downlands Water Supply Committee on the adaptation pathways for the Downlands Scheme following local water done well water services delivery reforms being undertaken by the Timaru, Waimate and Mackenzie District Councils. The report outlined four potential scenarios for water service delivery reform for the three Councils. Both Mackenzie and Waimate indicated that their preference for their Councils was "in house". Timaru indicated that they were looking at the Southern Water Done Well.

The agreement will ensure a consistent approach to public consultation on the Scheme as part of broader reforms and ensure there is a clear pathway for the Scheme to follow no matter the broader service delivery pathways chosen by each Council.

3The Downlands scheme must be included in all three Councils' Water Service Delivery Plan and must consult with the public on continuing to operate the scheme along with other water services. This will be informed by each Council's preferred model or arrangement for delivering water services.

The Chair confirmed that the three local mayors are all still talking.

Cllr Scott stated that it was her perception that Government did not want standalone entities and would put a Council in with others if that was the way the government wanted it to go. Timaru's preferred model would be something more local. She said councils need to realise they can't go it alone. Collaboration is needed. Officers should be undertaking the necessary modelling to clearly outline the benefits of a joint CCO.

Downlands Water Supply Committee Meeting Minutes

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Resolution 2025/8

Moved: Cllr Rit Fisher

Seconded: Cllr Sandy McAlwee

That the Committee

1. Receives the report and accepts the level of significance.
2. Accepts Option 1 (preferred) for the pathway to incorporate Downlands into the development of each Council's Water Service Delivery Plans.

Carried

The Meeting closed at 9.47am

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Chairperson

REPORTS

9 MAYOR'S REPORT

9.1 MAYOR'S REPORT

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: Nil

EXTERNAL MEETINGS & FUNCTIONS ATTENDED BY THE MAYOR

To present for the information of Council a register of meetings and functions attended outside of Waimate District Council meetings and general business from 8 March 2025 to 4 April 2025.

Date	Meetings and Functions
8 March 2025	Bushtown Waimate Steam Up and Woodchopping Event 2025 – Waimate
10 March 2025	Meeting with ratepayer re empty section on High Street – Council
10 March 2025	Monday Morning Meeting with Deputy Mayor and Chief Executive – Council
11 March 2025	Audit and Risk Committee Meeting – Council
11 March 2025	Citizenship Ceremony – Council
12 March 2025	Smithfield Alliance Closure Final Catch-Up – Microsoft teams
13 March 2025	Rotary Presentation: Abbeyfield Community House Proposal – Waimate
17 March 2025	Mayor's Taskforce for Jobs (MTFJ) Meeting with Coordinator – Council
17 March 2025	Monday Morning Meeting with Deputy Mayor and Chief Executive – Council
17 March 2025	Waimate District Licensing Committee (DLC) Hearing – Waimate
19 March 2025	Local Water Done Well Meeting with Waimate, Timaru and Mackenzie Elected Members and Chief Executives – Timaru
20 March 2025	Waimate Community Anzac Group Meeting - Council
24 March 2025	Monday Morning Meeting with Deputy Mayor and Chief Executive – Council
25 March 2025	Chief Executive's Performance Review Committee Meeting – Council
28 March 2025	Mayoral Musings with OJ (Mediaworks) – via cellphone
31 March 2025	MTFJ Meeting with Coordinator – Council
31 March 2025	Monday Morning Meeting with Deputy Mayor and Chief Executive – Council
31 March 2025	Waimate DLC Hearing (continued) – Council
31 March 2025	Broadgully Road Meeting with residents re forestry roading issues – Morven
1 April 2025	MTFJ Mayoral Briefing – Microsoft teams
1 April 2025	South Canterbury Councils Discussion with Waitaki MP Miles Anderson and Rangitata MP Hon James Meager – via Microsoft Teams
2 April 2025	Meeting with Chair Te Rūnanga O Waihao – via Microsoft teams

RECOMMENDATION

That the Mayor's Report is accepted.

10 DEPUTY MAYOR'S REPORT**10.1 DEPUTY MAYOR'S REPORT**

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: Nil

EXTERNAL MEETINGS & FUNCTIONS ATTENDED BY THE DEPUTY MAYOR

To present for the information of Council a register of meetings and functions attended as an appointed (or invited) elected member outside of Waimate District Council meetings and general business from 8 March 2025 to 4 April 2025.

Date	Meetings and Functions
10 March 2025	Monday Morning Meeting with Mayor and Chief Executive – Council
17 March 2025	Monday Morning Meeting with Mayor and Chief Executive – Council
19 March 2025	Local Water Done Well Meeting with Waimate, Timaru and Mackenzie Elected Members and Chief Executives – Timaru
24 March 2025	Monday Morning Meeting with Mayor and Chief Executive – Council
25 March 2025	Chief Executive's Performance Review Committee Meeting – Council
31 March 2025	Monday Morning Meeting with Mayor and Chief Executive – Council
1 April 2025	South Canterbury Councils Discussion with Waitaki MP Miles Anderson and Rangitata MP Hon James Meager – via Microsoft Teams
2 April 2025	Meeting with Chair of Te Rūnanga O Waihao and Mayor – via Microsoft Teams

RECOMMENDATION

That the Deputy Mayor's Report is accepted.

11 COUNCILLORS' REPORT**11.1 COUNCILLORS' REPORT**

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: Nil

PURPOSE

To present for the information of Council a register of meetings and functions attended as an appointed (or invited) elected member outside of Waimate District Council meetings and general business from 8 March 2025 to 4 April 2025.

Cr John Begg	
Date	Meetings and Functions
11 March 2025	Audit and Risk Committee Meeting (as observer) – Council
11 March 2025	Citizenship Ceremony – Council
12 March 2025	Civil Defence Natural Hazards Workshop – Waimate
19 March 2025	Local Water Done Well Meeting with Waimate, Timaru and Mackenzie Elected Members and Chief Executives – Timaru
4 April 2025	Predator Free Waitaha Regional Hui – Christchurch

Cr Peter Collins	
Date	Meetings and Functions
11 March 2025	Citizenship Ceremony – Council
20 March 2025	Waimate Community Anzac Group Meeting – Council
25 March 2025	Chief Executive's Performance Review Committee Meeting, as observer – Council

Cr Sandy McAlwee	
Date	Meetings and Functions
11 March 2025	Audit and Risk Committee Meeting (as observer) – Council
11 March 2025	Citizenship Ceremony – Council
17 March 2025	Downlands Water Scheme Committee Meeting – Timaru
17 March 2025	Waimate District Licencing Committee (DLC) Hearing – Waimate
19 March 2025	Local Water Done Well Meeting with Waimate, Timaru and Mackenzie Elected Members and Chief Executives – Timaru
25 March 2025	Chief Executive's Performance Review Committee Meeting, as observer – Council
31 March 2025	Waimate DLC Hearing (continued from 17 March) – Council

Cr Tom O'Connor	
Date	Meetings and Functions
11 March 2025	Audit and Risk Committee Meeting – Council
11 March 2025	Citizenship Ceremony – Council
12 March 2025	Civil Defence Natural Hazards Workshop – Waimate
19 March 2025	Local Water Done Well Meeting with Waimate, Timaru and Mackenzie Elected Members and Chief Executives – Timaru
25 March 2025	Chief Executive's Performance Review Committee Meeting – Council

Cr Lisa Small	
Date	Meetings and Functions
11 March 2025	Audit and Risk Committee Meeting (as observer) – Council
11 March 2025	Citizenship Ceremony – Council
12 March 2025	Civil Defence Natural Hazards Workshop – Waimate
17 March 2025	Biodiversity Meeting – via Microsoft teams
17 March 2025	Waimate District Licencing Committee (DLC) Hearing, as observer – Waimate
19 March 2025	Local Water Done Well Meeting with Waimate, Timaru and Mackenzie Elected Members and Chief Executives – Timaru
20 March 2025	Glenavy Reserves Meeting – Glenavy
25 March 2025	Chief Executive's Performance Review Committee Meeting, as observer – Council
31 March 2025	Broadgully Road Meeting with residents re forestry roading issues – Morven

Cr Rick Stevens	
Date	Meetings and Functions
11 March 2025	Audit and Risk Committee Meeting – Council
11 March 2025	Citizenship Ceremony – Council
11 March 2025	Waimate Historical Society Board Meeting – Waimate
20 March 2025	Creative Communities Scheme Committee Information Session – via Microsoft teams
25 March 2025	Chief Executive's Performance Review Committee Meeting, as observer – Council
25 March 2025	Waimate District Resource Trust Board Meeting – Waimate

RECOMMENDATION

That the Councillors' Report is accepted.

12 CHIEF EXECUTIVE'S REPORT**12.1 CHIEF EXECUTIVE'S ACTIVITY REPORT**

Author: Stuart Duncan, Chief Executive

Authoriser: Stuart Duncan, Chief Executive

Attachments: Nil

PURPOSE

1. To inform the Council of the Chief Executive's activities.

MEETINGS AND FUNCTIONS ATTENDED

2. Meetings and functions attended by the Chief Executive from 8 March to 4 April 2025:

Date	Meetings and Functions
11 March 2025	Meeting with Local Government Services Group representatives
19 March 2025	Local Water Done Well meeting with Waimate, Timaru and Mackenzie elected members and chief executives – Timaru
20 March 2025	Waimate 50 update with event organiser – Council
31 March 2025	Broadgully Road site visit with residents - Morven
2 April 2025	Alpine Energy shareholder catch-up – Microsoft teams
4 April 2025	Meeting with ANZ Bank representative – Waimate

RECOMMENDATION

That the Chief Executive's Activity Report is accepted.

13 COUNCIL ACTIONS REPORT**13.1 OUTSTANDING COUNCIL ACTIONS REPORT - PUBLIC**

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: 1. Outstanding Council Actions Report - Public [↓](#) 

PURPOSE

For the Outstanding Council Actions Report – Public to be presented for the information of Council.

RECOMMENDATION

That the Outstanding Council Actions Report – Public is accepted.

Meeting	Officer/Director	Section	Subject
Council 23-Apr-24	Mitchell, Dan	General Reports	Licence to use Response Assets (Fire and Emergency New Zealand)
RESOLUTION 2024/52			
<ol style="list-style-type: none"> 1. That the License to Use Response Assets (Fire and Emergency New Zealand) report is accepted; and 2. That Council recommends that the Chief Executive negotiate the transfer of debt and that the appliance remains in community if possible; and 3. That Council delegates the Chief Executive to negotiate directly with Fire and Emergency New Zealand. 			
CARRIED			
Note:			
08 Apr 2025: Currently under negotiation by the Chief Executive			

Meeting	Officer/Director	Section	Subject
Council 28-Jan-25	White, Stacey	General Reports	St Andrews Closed Landfill Assessment of Remedial Options
RESOLUTION 2025/20			
<ol style="list-style-type: none"> 1. That the St Andrews Closed Landfill Assessment of Remedial Options report, together with the St Andrews Assessment of Remedial Options Report (under separate cover) is accepted for finalisation by Environment Canterbury, as presented; and 2. That Council seeks advice and information on the implications of the report and agrees that staff seek joint conversations with all stakeholders on possible remediation options. 			
CARRIED			
Note:			
12 Feb 2025: Environment Canterbury informed Draft St Andrews Assessment of Remedial Options Report was accepted for finalisation, as presented., Advice and information on the implications of the report being sought, as well as joint conversations with stakeholders on possible remediation options.			

Meeting	Officer/Director	Section	Subject
Council 28-Jan-25	Reid, Karalyn	General Reports	Resignation of Council's Joint Representative on Downlands Joint Standing Committee
RESOLUTION 2025/17			
<ol style="list-style-type: none"> 1. That the Resignation of Council's Joint Representative on the Downlands Joint Standing Committee report is accepted; and 2. That Council consults with Mackenzie District Council on a replacement on this Committee accordingly. 			
CARRIED			
Note:			
08 Apr 2025: Report is provided for Council to consider replacement appointment at this meeting.			

14 HUMAN RESOURCES REPORT

Nil

15 AUDIT AND RISK COMMITTEE REPORT

Nil

16 GENERAL REPORTS

16.1 FINANCE REPORT FOR THE 8 MONTHS ENDED 28 FEBRUARY 2025

Author: Jacqueline Michael, Accounting Assistant

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: Nil

PURPOSE

- To present the Finance Report to Council.

Waimate District Council

Statement of Financial Performance

For the 8 months ended 28 February 2025

	Variance Note	Actual \$000	Year to date Budget \$000	Variance \$000	% Var.	Full Year Budget Including carry forwards
Operating Revenue						
Rates (net of remissions)		\$ 11,681	\$ 11,680	\$ 1	0%	\$ 16,004
Development and Financial Contributions		64	44	20	45%	66
NZ Transport Agency Subsidy	3a	2,105	2,590	(486)	(19%)	4,963
Fees and Charges		1,055	1,044	11	1%	1,480
Interest Revenue	4	62	54	9	17%	83
Transitional & Better Off Funding - 3Waters	5	400	-	400	100%	-
Other Revenue		1,395	1,536	(141)	(9%)	4,223
Total Operating Revenue		16,762	16,948	(186)	(1%)	26,819
Operating Expenditure						
Employment Benefit Expenses	6	4,264	4,535	271	6%	6,755
Depreciation and Amortisation	7	4,613	5,029	416	8%	7,543
Roading Expenses	3b	1,767	2,318	551	24%	3,662
Finance Costs	4	106	90	(17)	(19%)	428
Other Expenses	8	5,297	4,745	(551)	(12%)	9,821
Total Operating Expenditure		16,047	16,717	670	4%	28,209
Total Surplus/(Deficit)		\$ 715	\$ 231	\$ 484	210%	\$ (1,390)

- For the 8 months ended 28 February 2025, Council recorded a surplus of \$0.715M, compared to a budgeted surplus of \$0.231M; therefore, Council is tracking \$0.484M favourable to budget.

MAJOR VARIANCES TO BUDGET

- Subsidies from NZ Transport Agency are slightly below budget due to the reduced spending in operational and capital spends compared to budget.
 - The Roothing Expenses are below budget due to reduced spends in the area of Drainage below budget by \$182,460 and pavement rehabilitation below budget by \$292,091.
- Due to lower cash reserves, borrowings were required earlier this year to alleviate cashflow requirements at peak times, leading to higher finance costs than expected for the year to date. The variance to date is due to budget phasing and expected to correct by the end of the year. Returns on cash in the bank and the timing of capital and operational spends being later than anticipated, has resulted in higher interest revenue compared to budget.
- Transitional and Better off funding was not budgeted in the enhanced Annual Plan, thus reflecting a higher variation to budget.

6. Employment benefit expenses are below budget primarily due to some continued staff vacancies. While the labour market is now loosening, there are extra considerations impacting the vacancies such as potential reconfiguration of some roles within teams.
7. Depreciation and amortisation expenses are below budget mainly in the area of Three Waters due to the timing and deferral of capital projects.
8. Other expenses are above budget mainly due to;
 - Roothing Professional Services Recoveries yet to be processed. (Actual: Nil Budget: \$272,340).
 - The Waimate Event Centre Fire (Actual: \$22,960 Budget: Nil).
 - RAMM Data Standard Implementation (Actual: \$44,770 Budget: Nil), that is recovered from NZ Transport Agency.
 - Asset Manager Support Unit: operational spends Stimulus Fund (Actual: \$42,063 Budget: Nil).
 - Repairs and maintenance above budget mainly due to Community Housing painting and general maintenance above budget by \$22,022 and Knottingley Park hut repairs above budget by \$22,554. The Waitaki Lakes ground maintenance above budget by \$78,128 mainly due to tree maintenance which is partially funded from the Te Aka recreational reserve fund.
 - Grants are above budget by \$83,212 mainly in the area of recreational tracks for Project Waimate contribution to the Waimate trail.

Waimate District Council
Statement of Financial Performance by Activity Group
For the 8 months ended 28 February 2025

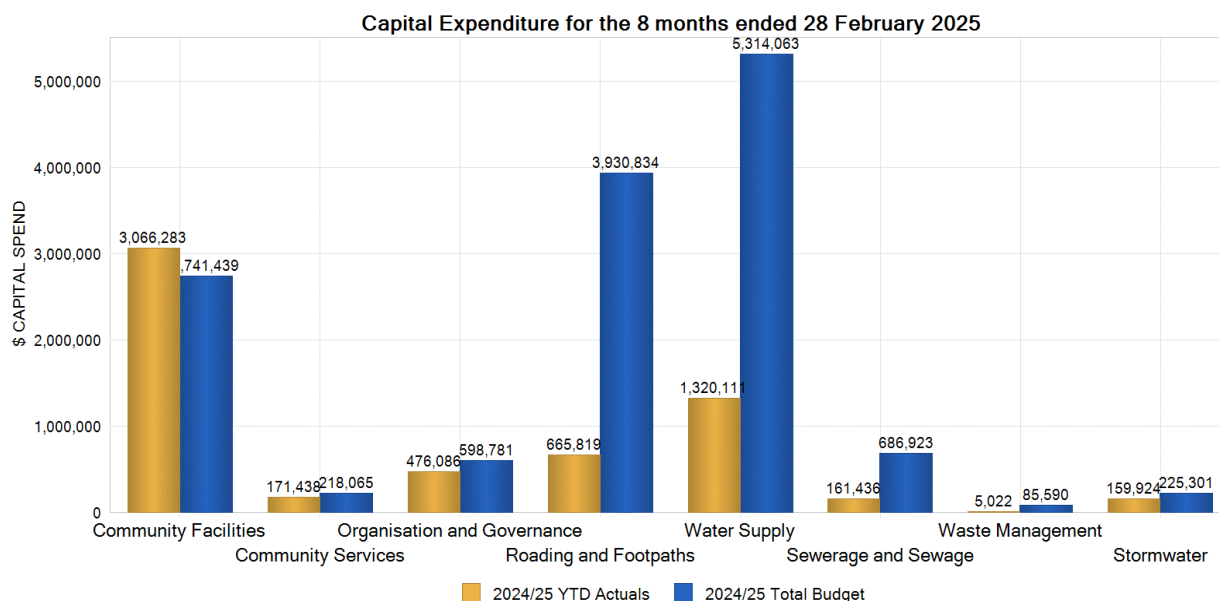
	Year to date		
	Actuals \$000	Budget \$000	Variance \$000
			Full Year Budget
Community Facilities			
Camping	(163)	(97)	66
Cemeteries	(12)	1	12
Event Centre	(32)	(28)	4
Parks and Public Spaces	(164)	23	187
Property	22	247	225
Swimming Pool	(11)	(8)	3
	(360)	137	497
Community Services			
Community Support	(108)	(26)	82
Economic Development and Promotions	120	72	(48)
Emergency Management	43	16	(27)
Library	36	39	2
	91	100	9
District Planning & Reg. Serv.			
Animal Management	54	52	(2)
Building Control	27	9	(18)
Environmental Services	(3)	22	25
Resource Management	66	0	(66)
	143	84	(60)
Organisation and Governance			
Central Administration	241	(285)	(526)
Community Representation	123	124	2
Investments and Finance	36	155	119
Strategy	101	120	19
	500	115	(385)
Roading and Footpaths	(443)	(442)	-
Water Supply	363	(13)	(377)
Sewerage and Sewage	125	34	(91)
Waste Management	242	189	(53)
Stormwater	51	28	(23)
Grand Total	715	231	(484)
			(1,390)

Waimate District Council
Statement of Financial Position
As at 28 February 2025

	Movement Note	Actual 28 February 2025 \$000	Actual 30 June 2024 \$000	Movement \$000
Assets				
Current Assets				
Cash and cash equivalents	9	5,294	1,468	3,826
Trade and other receivables	10	2,145	3,721	(1,577)
Inventories		263	235	28
Other financial assets		-	-	-
Total Current Assets		7,702	5,424	2,277
Non Current Assets				
Property, plant and equipment		508,313	509,213	(900)
Forestry assets		2,186	2,186	-
Intangible assets		1,351	1,378	(27)
Other financial assets		22,533	22,460	74
Total Non Current Assets		534,384	535,237	(853)
Total Assets		542,085	540,661	1,424
Liabilities				
Current Liabilities				
Trade and other payables		2,535	3,179	(645)
Borrowings		3,019	3,019	-
Provisions		10	10	-
Employment Benefit Expenses		596	689	(93)
Derivative financial instruments		-	-	-
Total Current Liabilities		6,160	6,898	(737)
Non Current Liabilities				
Provisions		82	82	-
Borrowings	11	4,470	2,970	1,500
Total Non Current Liabilities		4,552	3,052	1,500
Equity				
Public Equity		97,719	96,929	790
Reserves		433,653	433,782	(128)
Total Equity		531,373	530,711	662
Total Liabilities and Equity		542,085	540,661	1,424

9. Cash and Cash equivalents have increased mainly due to the timing of capital expenditure.
10. Trade and other receivables have reduced from 30 June 2024 to 28 February 2025, largely due to movements in payments owed to Council, GST and movements in balance day adjustments.
11. Borrowings increased due to increase in term loans from Local Government Funding Agency.

TOTAL CAPITAL EXPENDITURE BY GROUP



Note: Year to date Actuals (yellow) includes capital work in progress on 30 June 2024. The Total Budget (blue) includes Downlands Rural Water Scheme 14% share of capital projects \$168,000.

Totals:	Spend to date (including WIP at 30 June 2024)	\$ 6,026,120
	WIP carried forward from 30 June 2024 (Water Supply)	\$ -551,773
	WIP carried forward from 30 June 2024 (Sewerage)	\$ -
	WIP carried forward from 30 June 2024 (Stormwater)	\$ -68,251
	WIP carried forward from 30 June 2024 (Rooding)	\$ -11,020
	WIP carried forward from 30 June 2024 (Operational)	\$ <u>-1,647,322</u>
	Total spends to 28 February 2025	\$ 3,747,754
	 Total 2024/2025 Budget (excluding carry forwards)	 \$ 9,484,094
	% of total budget available spent	40%
	 Total 2024/25 Budget (Including Carry forward)	 \$ 13,800,996
	% of total budget available spent	27%

12. Further detail on capital spends are as follows:

The Council has approved Capital Carry forward budget of \$4,316,902 which is incorporated into the total budget for the 2024-25 financial year.

Project	Total Spends	2024/25	Remaining Budget
	1 Jul 24 to 28 Feb 2025	Budget (Includes Carry Forwards)	
Community Facilities			
Local Govt Centre - Library / LGC Extension	800,619	807,066	6,447
Public Toilets - Glenavy & St Andrews facilities BOF *	-	448,800	448,800
Public toilets - Waimate Town (New Toilets)	295,942	445,150	149,208
Morven Reserve - Irrigation upgrade (non rate funded)	165,239	284,790	119,551
Community Housing - General capital	-	90,405	90,405
Morven Reserve - Hall painting (non rate funded)	-	80,000	80,000
Property - Court House Upgrade / Roof etc	5,375	67,469	62,094
Cemetery - Repurpose Queen Street toilets (and pump station)	-	61,294	61,294
Cemetery - Reseal Driveway	-	50,000	50,000
Swimming Pool - PVC membrane lining	42,573	42,708	135
Community Housing - Painting	-	32,753	32,753
Victoria Park Gardens - Garage door replacement	13,283	32,500	19,217
Swimming Pool - Replace Pool Covers	30,620	31,000	380
Waimate Lakes Camping - Pipe renewals	-	28,537	28,537
Property - Theatre building capital projects	-	24,000	24,000
Property - Tennant St building capital	-	22,227	22,227
Victoria Park - Upgrade glasshouse heating system	2,800	20,000	17,200
Waimate Lakes Camping - Landscaping, fencing and plantings	-	20,000	20,000
Waimate Lakes Camping - Boat ramp upgrade	11,332	15,852	4,520
Victoria Park - Pergola replacement	30,435	15,587	(14,848)
Victoria Park Camping - Upgrade Tennant St cabins	-	14,184	14,184
Knottingley Park - BBQ and cover	-	13,950	13,950
Property - Paint Tennant Street dwelling	-	10,568	10,568
Urban Reserves - Tennis court resealing	88,856	-	(88,856)
Other Projects	75,803	82,599	6,796
Community Facilities Total	1,562,875	2,741,439	1,178,564
Community Services			
Promotions - District signage	29,426	74,148	44,722
Library - Books	44,216	64,717	20,501
Emergency Management - Equipment renewals	-	48,200	48,200
Promotions - Community Xmas Tree	-	31,000	31,000
Library - Furniture and fittings (extension)	83,761	-	(83,761)
Community Services Total	157,403	218,065	60,662
Organisation and Governance			
Governance - AV Conferencing system for Council Chambers	28,227	75,000	46,773
Corporate Services - Magiq Upgrades	-	70,000	70,000
Utilities - Vehicle Replacement	58,470	60,000	1,530
Utilities - Vehicle replacement	53,927	60,000	6,073
Asset Management - SCADA	-	58,000	58,000
Forestry - Land access	-	49,500	49,500
Corporate Services - Cleaners Vehicle	-	40,000	40,000
Corporate Services - Furniture & Fittings	8,548	33,000	24,452
Utilities - Lutra software SF	-	21,000	21,000
Utilities - Fuel storage tank and mobile fuel tanker	-	18,000	18,000
Corporate Services - Elected Member Devices	-	16,200	16,200
Corporate Services - Computers / Hardware	14,878	15,000	122
Investment Property - Furniture & Fittings	13,272	15,000	1,728
Corporate Services - Telephone/PABX Upgrade	-	15,000	15,000
Forestry - Planting Reserves	-	14,056	14,056
Digitisation Scanning Equipment	54,790	-	(54,790)
Asset Management - Vehicle replacement	42,153	-	(42,153)
Investment - Gorge Road Premises	36,512	-	(36,512)
Other Projects	35,430	39,025	3,595
Organisation and Governance Total	346,207	598,781	252,574

Note * Glenavy Toilets were completed in the last financial Year

Project	Total Spends 1 Jul 24 to 28 Feb 2025	2024/25 Budget (Includes Carry Forwards)	Remaining Budget
Roading and Footpaths			
Roading - Resealing	-	1,296,922	1,296,922
Roading - Pavement Rehabilitation	297,159	817,900	520,741
Roading - Minor Improvements	1,105	390,000	388,895
Roading - Kerb and Channel Renewal	42,237	292,850	250,613
Roading - Footpath Renewal	77,413	290,054	212,641
Roading - Structures Component	29,239	202,850	173,611
Roading - Culvert Replacement	65,834	193,132	127,298
Roading - Drainage Construction	98,145	172,395	74,250
Roading - Sign Renewal	31,008	69,731	38,723
Roading - Seal Extensions	-	60,000	60,000
Roading - Minor Improv. (non-sub)	1,570	50,000	48,430
Roading - Development	-	50,000	50,000
Roading - Concrete Ford Renewal	11,089	45,000	33,911
Roading and Footpaths Total	654,799	3,930,834	3,276,035
Water Supply			
Urban Water - Te Kiteroa Main, Booster and Reservoir	25,009	1,499,913	1,474,904
Lower Waihao - Denitrification	25,251	678,243	652,992
Urban Water - Extension Bakers/Court/Hunts/Fitzmaurice Roads	1,231	540,000	538,769
Urban Water - Rising Main Renewals	242,308	469,233	226,925
Urban Water - Booster Bakers/Court/Hunts/Fitzmaurice Roads	-	310,736	310,736
Urban Water - AC Water Main Renewals	83,339	190,828	107,489
Water Supply Schemes - Capital	-	168,000	168,000
Lower Waihao - Glenavy line renewal	1,231	145,100	143,869
Urban Water - Lateral Renewals	3,118	117,085	113,967
Hook / Waituna - Drinking Water Intake/Plant Compliance Upgr	72,710	109,100	36,390
Urban Water - Manchester's treatment plant generator	82,385	108,000	25,615
Urban Water - Waimate Reservoir Cover Replacement	-	100,000	100,000
Urban Water - Main line valve renewals	-	86,460	86,460
Urban Water - Pressure Management	-	77,100	77,100
Urban Water - Timaru Road pump renewals	3,125	68,850	65,725
Hook / Waituna - Source / WTP generator	-	51,000	51,000
Otaio / Makikihi - Source / WTP generator	-	51,000	51,000
Lower Waihao - Distribution FAC pH Online Analysers	31,544	38,000	6,456
Otaio / Makikihi - Distribution FAC pH Online Analysers	31,170	38,000	6,830
Lower Waihao - Telemetry - Lower Waihao Boost Renewal	-	38,000	38,000
Waikakahi - Distribution FAC pH Online analysers	-	38,000	38,000
Hook / Waituna - Line renewal Manchesters and Molloys Rd	-	36,000	36,000
Waikakahi - Renewals	34,781	35,000	219
Otaio / Makikihi - Makikihi Chlorine Monitoring Station	15,585	29,487	13,902
Waihaorunga - Pump replacements	4,053	29,000	24,947
Hook / Waituna - Renewals	70	28,092	28,022
Lower Waihao - Renewals	-	28,000	28,000
Lower Waihao - Glenavy Chlorine Monitoring Station	15,901	21,584	5,683
Waikakahi - Chlorine monitoring station	-	20,463	20,463
Otaio / Makikihi - Renewals	8,372	19,000	10,628
Hook / Waituna - pH Online analysers	-	19,000	19,000
Cannington - Pratts pumphouse power supply	-	18,600	18,600
Cannington - Renewals	8,700	16,279	7,579
Cannington - Renewal Maintenace of weir	170	14,252	14,082
Urban Water - Booster Manchesters Standby Pump 2	-	13,991	13,991
Waihaorunga - Renewals	12,637	13,000	363
Urban Water - Fencing	-	12,000	12,000
Waikakahi - McKay/ Francis 1.3km 40 OD	-	11,613	11,613
Other Projects	65,649	26,054	(39,595)
Water Supply Total	768,338	5,314,063	4,545,725

Project	Total Spends 1 Jul 24 to 28 Feb 2025	2024/25 Budget (Includes Carry Forwards)	Remaining Budget
Sewerage and Sewage			
Sewer - Waimate Urban Renewals	28,819	444,880	416,061
Sewer - Garlands Road low pressure sewer extension	124,733	198,255	73,522
Sewer - WWTP various equipment	7,884	14,568	6,684
Sewer - Pond Bypass Valves Renewal	-	12,600	12,600
Sewer - Disposal Field Border Dyke Maintenance	-	8,700	8,700
Sewer - Telemetry - Milford	-	7,918	7,918
Sewerage and Sewage Total	161,436	686,923	525,487
Waste Management			
Waste Management - Extend seal at RRP	-	76,090	76,090
Waste Management - Wheelie Bin Replacements	5,022	8,500	3,478
Waste Management - Miscellaneous Capital	-	1,000	1,000
Waste Management Total	5,022	85,590	80,568
Stormwater			
Stormwater - Park Road catchment investigation	91,673	154,100	62,427
Stormwater - Rapid soakage devices	-	50,000	50,000
Stormwater - Belt Street main renewal	-	12,200	12,200
Stormwater - Manhole replacements	-	9,000	9,000
Stormwater Total	91,673	225,301	133,628
Grand Total	3,747,754	13,800,996	10,053,242

13. There are a number of projects carried over from previous financial years which are within the procurement plan. The Garlands Low Pressure Sewer Extension Project is now complete (Actual \$121,592 Budget \$198,255) alongside the development of a new (second) bore at Otaio. The majority of the Online Analysers have now been purchased and will be installed over the coming months. One of the online analysers is being utilised at the potential new source for Lower Waihao Rural Water Supply.
14. Optioneering for the upgrade of the Cannington, Waihaorunga and Waikakahi Rural Water supplies is complete with the projects being re-budgeted in the 2025-34 Long Term Plan. Recent signals surrounding the Acceptable Solution for Mixed-Use Water Supplies will almost certainly influence these projects in mid-2025. Estimates indicate investment could reduce as much as 50%. Staff are working on developing and consenting the new Lower Waihao Source at Bells Pond.

RECOMMENDATION

That the Finance Report for the 8 months ended 28 February 2025 is accepted.

16.2 LOCAL AUTHORITY PROTECTION PROGRAMME ANNUAL REPORT 31 OCTOBER 2024

Author: Tina Stevenson, Corporate Services Group Manager

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: 1. LAPP Annual Report to October 2024 [↓](#) 

PURPOSE

1. For Council to receive and note the Local Authority Protection Programme Annual Report to 31 October 2024.

BACKGROUND

2. The Local Authority Protection Programme Disaster Fund (LAPP) is a mutual pool created by local authorities to cater for the replacement of infrastructure following catastrophic damage by natural disaster.
3. Civic Financial Services Ltd is the administration manager of the Fund.
4. Up until the early 1990's Central Government had taken responsibility for all costs associated with the restoration of water and sewage services along with all other services considered essential to the community that were otherwise difficult to insure.
5. In July 1991 however Central Government introduced a Disaster Recovery Plan which now places specific responsibilities on local authorities in order for them to be eligible to share the restoration costs of infrastructure.
6. Where a local authority suffers a natural disaster there is an arrangement between Central Government and the local authority where Central Government will cover 60% of the reinstatement cost and the local authority will cover 40% of the reinstatement cost. Provided the local authority can demonstrate they can fund 40% of the cost to reinstate or replace their affected underground infrastructure caused by a natural disaster then Central Government will step in and fund the other 60%. The 60/40 split is currently uncapped.
7. A local authority through its membership with LAPP gets cover for 40% of this cost allowing Central Government to cover the other 60%.
8. The Fund covers local authority owned infrastructural assets.
9. These may include:
 - a. water reticulation, treatment and storage
 - b. sewage reticulation and treatment
 - c. storm water drainage; dams and canals
 - d. flood protection schemes including stop banks, and
 - e. floodgates, seawalls and harbour risks such as buoys, beacons and otherwise uninsurable foreshore lighthouses.
 - f. Roads and bridges are not covered by the Fund as local authorities have access to subsidies from the NZ Transport Agency.
10. The Fund is designed as catastrophe protection only, covering serious disruptive loss or damage caused by sudden events or situations which may or may not involve the declaration of a Civil Defence Emergency.
11. Perils include but are not necessarily limited to earthquake, storms, floods, cyclones, tornados, volcanic eruption, tsunami and other disasters of a catastrophic nature such as a major gas explosion.

12. Membership of LAPP is restricted to local authorities although in some circumstances CCOs (Council Controlled Organisations) may also qualify for admission.
13. The Fund is registered as a charitable trust under the Charitable Trust Act 1957 and the functions of the Fund are overseen by six trustees appointed by local government agencies.
14. Current membership stands at 22 local authorities, including Waimate District Council.
15. The trustees require as a condition of Fund membership that all member authorities undergo a full risk management assessment programme. As a result, high risk exposures are identified and remedial action taken to help reduce the potential drain on the Fund and to minimise the impact on communities. Membership of the Fund is open.
16. LAPP provided cover in 2023-24 for three major events at levels of \$75m, \$115m and \$170m (at 100%), which can be used in any order. LAPP's reinsurance deductible is \$7.5 million (at 100%). LAPP is required to pay up to \$3 million (40%) of this deductible per claim, to be met by the claiming members' deductibles and the LAPP Fund reserves. LAPP's reinsurers are required to pay 40% of any amount over the \$7.5 million threshold up to LAPP's cover limits.
17. LAPP is managing two existing claims in the twelve months to 31 October 2024. This includes the claim from Marlborough District Council suffered by the July 2021 floods, which after reinsurance recoveries is expected to cost LAPP \$1.8 million, of which \$0.5 million has already been paid in the financial year ending 31 October 2022, and \$0.4 million paid in in the financial year ending 31 October 2024. The other claim is from Wairoa District Council which suffered damage to their underground infrastructure caused by Cyclone Gabrielle bringing torrential rain and widespread flooding to Hawke's Bay in the North Island in February 2023, which is estimated to cost LAPP approximately \$0.1 million. Previously there had been a higher provision for the Cyclone Gabrielle claim, as an estimated recovery cost had been included for Hastings District Council as well as a higher provision for Wairoa District Council. LAPP was advised in January 2025 that the extent of damage Hastings District Council suffered to their underground infrastructure from Cyclone Gabrielle would not reach their claim threshold and as such have withdrawn their claim against LAPP.
18. LAPP's surplus for 2023-2024 was \$4,217,610, taking the LAPP Fund from \$15,064,169 at 1 November 2023 to \$19,281,779 at 31 October 2024.
19. The 2024 LAPP Annual Report is provided for the information of Council, and a copy of this report is also available on the LAPP website <http://lapp.org.nz/>, along with more information.

PROPOSAL

20. That Council receive and note the Local Authority Protection Programme (LAPP) Annual Report – 31 October 2024.

ASSESSMENT OF SIGNIFICANCE

21. This matter is deemed to be of low significance under Council's Significance and Engagement Policy.

CONSIDERATIONS

22. There are no known considerations.

FINANCIAL

23. There are no known budget considerations, and this matter does not require an allocation of any funds.
24. The membership contribution for the 2024-25 year (to October 2024) is \$84,556.67 excl. GST, based on a declared asset value of approximately \$102M.

RECOMMENDATION

That the Local Authority Protection Programme (LAPP) Annual Report – 31 October 2024 is received and noted.



ANNUAL REPORT

OCTOBER 2024

NEW ZEALAND LOCAL AUTHORITY
PROTECTION PROGRAMME
DISASTER FUND

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CHAIR'S REPORT

Cover from LAPP

LAPP is a charitable trust that was set up by LGNZ and Civic in 1993, designed to provide local authorities with the maximum affordable amount of protection to fund the recovery of their underground infrastructure assets damaged by natural disaster events.

Where a local authority suffers a natural disaster there is an arrangement between Central Government and the local authority where Central Government will cover 60% of the reinstatement cost and the local authority will cover 40% of the reinstatement cost. Provided the local authority can demonstrate they can fund 40% of the cost to reinstate or replace their affected underground infrastructure caused by a natural disaster then Central Government will step in and fund the other 60%. The 60/40 split is currently uncapped.

A local authority through its membership with LAPP has cover for 40% of this cost allowing Central Government to cover the other 60%.

LAPP provided cover in 2023-24 for three major events at levels of \$75m, \$115m and \$170m (at 100%), which can be used in any order. LAPP's reinsurance deductible is \$7.5 million (at 100%). LAPP is required to pay up to \$3 million (40%) of this deductible per claim, to be met by the claiming members' deductibles and the LAPP Fund reserves. LAPP's reinsurers are required to pay 40% of any amount over the \$7.5 million threshold up to LAPP's cover limits.

Three-Waters Reform

In December 2022 Central Government enacted legislation relating to the establishment of four water service entities that would take over responsibility for local authority three-waters services. In April 2023 Central Government announced it was overhauling the three-waters regime by renaming it as "affordable water reforms" and would create ten new public water entities to replace the four previously announced mega-entities. The deadline for having the new entities up and running was pushed out, from July 2024 to July 2026, with the proviso that regions that were ready could launch a public water entity sooner.

Following the October 2023 General Election, the new Government announced in mid-December 2023 that it would introduce legislation repealing the Three Waters Reforms early in 2024, being part of its 100 Days programme. In mid-February 2024 the Government introduced the Water Services Act Repeal Bill repealing the previous Government's Three Waters Reform legislation. It also outlined the legislative process that it would follow to implement its own waters "reform", Local Water Done Well. On 2 September 2024 the Local Government (Water Services Preliminary Arrangements) Act passed into law, introducing the framework for water services delivery plans and establishing the regulator.

On 17 December 2024 Parliament introduced the third instalment of the Local Water Done Well Reforms, the Local Government (Water Services) Bill, which establishes the regulatory framework for water services delivery. Part of this Bill establishes the water service delivery models available to local authorities. The models available to councils will include retaining water services within the council or a council-controlled organisation, as well as options for multi-council-owned water organisations and mixed council/consumer trust owned water organisations. Where any new water entities are majority owned or controlled by one or more local authorities, they will be considered council-controlled organisations. Where the water entities are majority owned or controlled by a consumer trust, they will not be council-controlled organisations.

Your Trustees are closely monitoring this to ensure LAPP will continue to operate and provide the required cover and ability to pay claims until such time as and when this need for cover has transitioned to any new water entities.

CHAIR’S REPORT

Financial Position

LAPP is managing two existing claims in the twelve months to 31 October 2024. This includes the claim from Marlborough District Council suffered by the July 2021 floods, which after reinsurance recoveries is expected to cost LAPP \$1.8 million, of which \$0.5 million has already been paid in the financial year ending 31 October 2022, and \$0.4 million paid in the financial year ending 31 October 2024. The other claim is from Wairoa District Council which suffered damage to their underground infrastructure caused by Cyclone Gabrielle bringing torrential rain and widespread flooding to Hawke’s Bay in the North Island in February 2023, which is estimated to cost LAPP approximately \$0.1 million. Previously there had been a higher provision for the Cyclone Gabrielle claim, as an estimated recovery cost had been included for Hastings District Council as well as a higher provision for Wairoa District Council. LAPP was advised in January 2025 that the extent of damage Hastings District Council suffered to their underground infrastructure from Cyclone Gabrielle would not reach their claim threshold and as such have withdrawn their claim against LAPP. LAPP’s surplus for 2023-2024 was \$4,217,610, taking the LAPP Fund from \$15,064,169 at 1 November 2023 to \$19,281,779 at 31 October 2024.

Claims History

Since inception (1 July 1993), LAPP has paid 24 claims to 16 different members who are shown below:

Bay of Plenty Regional Council	Christchurch City Council
Horizons Regional Council	Hurunui District Council
Kaikōura District Council	Marlborough District Council
Manawatu District Council	Nelson City Council
Otorohanga District Council	Rangitikei District Council
Ruapehu District Council	Tararua District Council
Tasman District Council	Waimakariri District Council
West Coast Regional Council	Whakatane District Council

The amount paid to members in claims totals \$232 million, not counting an estimated \$3.4 million to be paid to Marlborough District Council resulting from its July 2021 floods, and \$0.1 million for the February 2023 flooding caused by Cyclone Gabrielle. The amount collected from members in contributions from 1 July 1993 to 31 October 2024 totals \$135.3 million. Insurance claims on average typically equate to around 50 cents for every dollar of premium collected. LAPP has paid approximately \$1.72 in claims for every dollar of contribution collected.

LAPP has also made a huge contribution to the sector’s understanding of the natural hazard risks to its three-waters and flood protection infrastructure, and this work continues.

CHAIR’S REPORT

Appointment of Trustees

The LAPP Board is made up of six trustees; two of which are appointed by Taituarā – Local Government Professionals Aotearoa (“Taituarā”), two by New Zealand Local Government Association Incorporated (“LGNZ”) and two by Civic Financial Services Ltd (“Civic”) with the Chair of the Board being appointed by the Board Trustees.

The members of the LAPP Board are:

Trustee	Designation	Appointed By
Langley Cavers (Chair)	Contractor, formerly CEO, Hauraki District Council	Taituarā
Andrew Dalziel	Contractor, formerly GM Infrastructure / Deputy CE, Porirua City Council	Taituarā
Tim Davies	Adjunct Professor, University of Canterbury	Civic
Charles Hett	Consulting Actuary	Civic
Dan Gordon	Mayor of Waimakariri District Council	LGNZ
Craig Little	Mayor of Wairoa District Council	LGNZ

Acknowledgements

I would like to extend my thanks to the Civic staff, Charlie Howe, Ian Brown, Glenn Watkin, Ivy Liang, Racheal Harold and Lisa Lummis, who provide the administration services to LAPP, and to Aon New Zealand, who are LAPP’s insurance brokers.



Langley Cavers
Chair

INDEPENDENT AUDITOR'S REPORT

**TO THE READERS OF NEW ZEALAND LOCAL AUTHORITY PROTECTION PROGRAMME
DISASTER FUND'S FINANCIAL STATEMENTS AND STATEMENT OF SERVICE
PERFORMANCE FOR THE YEAR ENDED 31 OCTOBER 2024**

The Auditor-General is the auditor of New Zealand Local Authority Protection Programme Disaster Fund (the Trust). The Auditor-General has appointed me, David Gates, using the staff and resources of KPMG, to carry out the audit of the financial statements and statement of service performance of the Trust on his behalf.

Opinion

We have audited:

- the financial statements of the Trust on pages 7 to 15, that comprise the Balance Sheet as at 31 October 2024, the Statement of Financial Performance, Statement of Movements in Equity and Cash Flow Statement for the year ended on that date and Notes to the Financial Statements that include accounting policies and other explanatory information; and
- the statement of service performance of the Trust on pages 16 to 19.

In our opinion:

- the financial statements of the Trust:
 - present fairly, in all material respects:
 - its financial position as at 31 October 2024; and
 - its financial performance and cash flows for the year then ended; and
 - comply with generally accepted accounting practice in New Zealand in accordance with Public Benefit Entity Standards with disclosure concessions; and
- the statement of service performance of the Trust presents fairly, in all material respects, the Trust's achievements measured against the performance targets adopted for the year ended 31 October 2024.

Our audit was completed on 3 March 2025. This is the date at which our opinion is expressed.

The basis for our opinion is explained below. In addition, we outline the responsibilities of the Trustees and our responsibilities relating to the financial statements and the statement of service performance, and we explain our independence.

Basis for our opinion

We carried out our audit in accordance with the Auditor-General's Auditing Standards, which incorporate the Professional and Ethical Standards and the International Standards on Auditing (New Zealand) issued by the New Zealand Auditing and Assurance Standards Board. Our responsibilities under those standards are further described in the Responsibilities of the auditor section of our report.

We have fulfilled our responsibilities in accordance with the Auditor-General's Auditing Standards. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

INDEPENDENT AUDITOR'S REPORT



Responsibilities of the Trustees for the financial statements and the statement of service performance

The Trustees are responsible on behalf of the Trust for preparing financial statements that are fairly presented and that comply with generally accepted accounting practice in New Zealand.

The Trustees are also responsible for preparing a statement of service performance for the Trust that is fairly presented. This responsibility arises because the Trust has elected to prepare performance information in accordance with Public Benefit Entity Financial Reporting Standard 48.

The Trustees are responsible for such internal control as they determine is necessary to enable them to prepare financial statements and a statement of service performance that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements and the statement of service performance, the Trustees are responsible on behalf of the Trust for assessing the Trust's ability to continue as a going concern. The Trustees are also responsible for disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting, unless the Trustees intend to wind up the Trust or to cease operations, or have no realistic alternative but to do so.

The Trustees' responsibilities arise from clause 5.3 of the Trust Deed of the Trust.

Responsibilities of the auditor for the audit of the financial statements and the statement of service performance

Our objectives are to obtain reasonable assurance about whether the financial statements and the statement of service performance, as a whole, are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit carried out in accordance with the Auditor-General's Auditing Standards will always detect a material misstatement when it exists. Misstatements are differences or omissions of amounts or disclosures, and can arise from fraud or error. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the decisions of readers taken on the basis of these financial statements and the statement of service performance.

We have agreed to audit the statement of service performance that the Trustees have elected to prepare for the Trust.

We did not evaluate the security and controls over the electronic publication of the financial statements and the statement of service performance.

As part of an audit in accordance with the Auditor-General's Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. Also:

- We identify and assess the risk of material misstatement of the financial statements and the statement of service performance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- We obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.

INDEPENDENT AUDITOR'S REPORT *CONTINUED*

- We evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Trustees.
- We evaluate the appropriateness of the reported service performance within the Trust's framework for reporting its performance.
- We conclude on the appropriateness of the use of the going concern basis of accounting by the Trustees and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements and statement of service performance, or if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- We evaluate the overall presentation, structure, and content of the financial statements, including the disclosures, and whether the financial statements and the statement of service performance represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the Trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Our responsibilities to audit the financial statements arise from the Public Audit Act 2001.

Independence

We are independent of the Trust in accordance with the independence requirements of the Auditor-General's Auditing Standards, which incorporate the independence requirement of the Professional and Ethical Standard 1: *International Code of Ethics for Assurance Practitioners* issued by the New Zealand Auditing and Assurance Standards Board.

Other than in our capacity as auditor, we have no relationship with, or interests in, the Trust.

A handwritten signature in blue ink, appearing to read 'D Gates', with a long horizontal stroke extending to the right.

David Gates
KPMG Wellington
On behalf of the Auditor-General
Wellington, New Zealand

New Zealand Local Authority Protection Programme Disaster Fund

STATEMENT OF FINANCIAL PERFORMANCE FOR THE YEAR ENDED 31 OCTOBER 2024

	NOTE	OCTOBER 2024 \$	OCTOBER 2023 \$
INCOME			
Members' Contributions		7,329,164	6,011,103
Interest		1,146,319	846,887
Other Income		-	-
TOTAL INCOME		8,475,483	6,857,990
EXPENDITURE			
Direct Expenses			
Claims Expense	4 & 5	(2,193,807)	2,311,695
Reinsurance Recoveries	4 & 5	-	(11,695)
Net Claims Expense		(2,193,807)	2,300,000
Excess of Loss Insurance Premium		5,736,367	4,555,958
		3,542,560	6,855,958
Other Expenses			
Administration Fees	9	310,000	310,000
Audit Fees		42,921	19,440
Other Fees Paid to Auditors		-	-
Consultancy		237,500	-
Legal Fees		15,123	25,826
Meeting/Travel Expenses		18,189	13,767
Printing and Stationery		7,780	6,950
Trust Board Liability Insurance		36,080	36,000
Trust Board Remuneration		47,575	44,705
Sundry Expenses		145	146
		715,313	456,835
TOTAL EXPENDITURE		4,257,873	7,312,793
NET SURPLUS/(DEFICIT)		4,217,610	(454,803)

The notes to the Financial Statements form part of, and are to be read in conjunction with, these Statements.

New Zealand Local Authority Protection Programme Disaster Fund

STATEMENT OF MOVEMENTS IN EQUITY FOR THE YEAR ENDED 31 OCTOBER 2024

	OCTOBER 2024 \$	OCTOBER 2023 \$
Net Surplus for the Year	4,217,610	(454,803)
TOTAL RECOGNISED REVENUES AND EXPENSES	4,217,610	(454,803)
EQUITY AT BEGINNING OF THE YEAR	15,064,169	15,518,972
EQUITY AT END OF THE YEAR	19,281,779	15,064,169

The notes to the Financial Statements form part of, and are to be read in conjunction with, these Statements.

New Zealand Local Authority Protection Programme Disaster Fund

BALANCE SHEET AS AT 31 OCTOBER 2024

	NOTE	OCTOBER 2024 \$	OCTOBER 2023 \$
TOTAL EQUITY		19,281,779	15,064,169
Represented By:			
Current Assets			
Cash	6	124,592	872,605
Short Term Deposits	6	24,880,000	21,770,000
Accrued Interest	6	463,174	377,819
Accounts Receivable & Prepayments	6	24,160	556,825
Total Current Assets		25,491,926	23,577,250
TOTAL ASSETS		25,491,926	23,577,250
Current Liabilities			
Accounts Payable	6	59,799	733,039
Deferred Income	7	4,516,871	3,664,582
GST Payable		669,377	545,092
Provision for Claims	5, 6	964,100	3,570,367
Total Current Liabilities		6,210,147	8,513,081
TOTAL LIABILITIES		6,210,147	8,513,081
EXCESS OF ASSETS OVER LIABILITIES		19,281,779	15,064,169

Approved for and on behalf of the Board on 3 March 2025:



LANGLEY CAVERS (CHAIR)



ANDREW DALZIEL (TRUST BOARD MEMBER)

The notes to the Financial Statements form part of, and are to be read in conjunction with, these Statements.

New Zealand Local Authority Protection Programme Disaster Fund

CASH FLOW STATEMENT FOR THE YEAR ENDED 31 OCTOBER 2024

	NOTE	OCTOBER 2024 \$	OCTOBER 2023 \$
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash was Provided from:			
Members' Contributions		8,644,780	6,312,697
Interest Received – Bank		1,060,963	642,268
		9,705,743	6,954,965
Cash was Applied to:			
Net Claims		412,461	11,500
Excess of Loss Insurance		5,736,367	4,555,958
Administration Fees		310,000	310,000
Meeting/Travel Expenses		18,189	16,678
Trust Board Remuneration		47,575	44,705
Other Expenses		316,438	98,625
Net GST Paid		(197,274)	(63,072)
		6,643,756	4,974,393
NET CASH FLOW FROM OPERATING ACTIVITIES	8	3,061,987	1,980,573
CASH FLOWS FROM INVESTING ACTIVITIES			
Cash was Applied to:			
Investments – Short Term Bank Deposits		(3,810,000)	(1,410,000)
		(3,810,000)	(1,410,000)
NET CASH FLOW FROM INVESTING ACTIVITIES		(3,810,000)	(1,410,000)
Net Increase/(Decrease) in Cash Held		(748,013)	570,573
Opening Cash Balance		872,605	302,032
CLOSING CASH BALANCE		124,592	872,605
Represented by:			
Cash		124,592	872,605
		124,592	872,605

The notes to the Financial Statements form part of, and are to be read in conjunction with, these Statements.

New Zealand Local Authority Protection Programme Disaster Fund

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 OCTOBER 2024

NOTE 1 REPORTING ENTITY

The purpose of the New Zealand Local Authority Protection Programme Disaster Fund, ("The Fund") is to provide cover to member local governments for losses or damage to infrastructure assets resulting from flooding, earthquakes and other damaging events.

The Fund is a charitable trust registered with the Charities Services on 8 May 2008 and is governed by a Deed of Trust dated 12 July 2019.

Statement of Compliance

The financial statements have been prepared in accordance with Tier 2 Public Sector Public Benefit Entity (PBE) Standards. The criteria under which the Fund is eligible to report in accordance with Tier 2 PBE Standards are that it is not publicly accountable and is not large and disclosure concessions have been applied.

NOTE 2 GOING CONCERN

The financial statements have been prepared on a going concern basis. The Trust Board believe that while members have the right to leave the fund, the equity (\$19.3 million) provides a solid basis to conclude that the Fund will continue as a going concern. There is uncertainty around the structure of the Fund in future given the Local Water Done Well reform however it is too early to determine until more is known about the reform.

NOTE 3 STATEMENT OF ACCOUNTING POLICIES

General Accounting Policies

The reporting currency is New Zealand dollars. Income and expenses are accounted for on an accruals basis.

Particular Accounting Policies

The following are particular accounting policies which materially affect the measurement of financial performance and financial position. Further particular accounting policies are contained in the relevant notes to the financial statements.

INCOME RECOGNITION

Contributions are recorded in the Statement of Financial Performance in the year in which they relate. All revenue is exchange revenue.

TAXATION

The Fund has been granted charitable status under section CW 41(1) of the Income Tax Act 2007 by the Inland Revenue Department, hence no taxation has been provided for in the financial statements.

GOODS AND SERVICES TAX

The Financial Statements are prepared on a GST exclusive basis, except for receivables and payables that are stated inclusive of GST.

Changes in Accounting Policies

There have been no changes in accounting policies during the year.

New Zealand Local Authority Protection Programme Disaster Fund

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 OCTOBER 2024

NOTE 4 CLAIMS AND REINSURANCE RECOVERIES

Gross outstanding claims liabilities total \$0.96 million (2023: \$3.57). This estimate represents loss assessors' estimates, for the Marlborough flood from July 2021 and Cyclone Gabrielle in February 2023, as at October 2024 and of what LAPP will ultimately pay in relation to these claims. The estimates or projections are based on the known facts, circumstances and assumptions regarding future events and key variables.

Loss assessors have performed assessments on the claims however the extent of these assessments range from initial visual assessments to full detailed reviews. As such, the final extent of the claims that would be subject to consideration by LAPP is still being quantified.

Given the nature and number of uncertainties associated with the Marlborough flood and Cyclone Gabrielle, the actual claims experience may deviate from the gross outstanding claims liabilities as at 31 October 2024. Any changes to estimates will be recorded in the accounting period when they become known.

NOTE 5 PROVISION FOR CLAIMS

Accounting Policy:

A provision for a claim is recognised when:

- *a claim has been received;*
- *a potential obligation has been recognised by the Trust Board;*
- *it is probable that an outflow of resources will be required to settle the obligation; and*
- *a reliable estimate can be made of the amount of the obligation.*

	OCTOBER 2024 \$	OCTOBER 2023 \$
Opening Balance	3,570,367	1,281,867
<i>Less: Claims Paid</i>		
Marlborough flood July 2021	(400,000)	-
Cyclone Gabrielle February 2023	(12,460)	(23,195)
<i>Plus: Claims Assessed</i>		
Marlborough flood July 2021	-	11,695
Cyclone Gabrielle February 2023	(2,193,807)	2,300,000
Closing Balance	964,100	3,570,367

Claims payments are made as claims are quantified and approved by the Trust Board.

New Zealand Local Authority Protection Programme Disaster Fund

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 OCTOBER 2024

NOTE 6 FINANCIAL INSTRUMENTS

Accounting Policy:

A financial instrument is recognised if the Fund becomes a party to the contractual provisions of the instrument. Non-derivative financial instruments comprise cash and cash equivalents, trade and other receivables and trade and other payables.

Financial Assets

The Fund's financial assets are classified as either financial assets at fair value through surplus or deficit, or loans and receivables at amortised cost.

Bank and Cash Equivalents

Bank and cash equivalents are measured at amortised cost using the effective interest rate and any accrued interest is recorded separately in the Balance Sheet.

Receivables

Trade and other receivables are measured at initial recognition at fair value, and are subsequently measured at amortised cost using the effective interest rate.

Financial Liabilities

Financial liabilities include Sundry Creditors and Provision for Claims. Financial liabilities are recorded initially at fair value, net of transaction costs. Subsequent to initial recognition, liabilities are measured at amortised cost.

Categories of Financial Assets and Liabilities

All fixed interest investments were managed around a 90 to 210 day duration and carry a minimum Standard and Poor's credit rating of "A1" or equivalent.

	OCTOBER 2024 \$	OCTOBER 2023 \$
Financial Asset: Loans and Receivables		
Bank & Cash Equivalents	25,004,592	22,642,605
Accounts Receivable	463,174	910,644
Total Loans and Receivables	25,467,766	23,553,249
Financial Liability: Amortised Cost		
Accounts Payable	59,799	733,039
Provision for Claims	964,100	3,570,367
TOTAL AMORTISED COST	1,023,899	4,303,406

New Zealand Local Authority Protection Programme Disaster Fund

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 OCTOBER 2024

NOTE 7 DEFERRED INCOME

The Deferred Income totals \$4,516,871 (2023: \$3,664,582) which represents member contributions received in advance. The Fund receives member contributions for each fund year. The rates and cover limits of the contributions for each member are determined before the start of the fund year. The invoices to each individual member are issued in two equal instalments, with the first being issued in early September. The payments would mostly be received at the end of October before the fund year starts on 1 November.

NOTE 8 RECONCILIATION OF NET SURPLUS TO NET CASH FLOW FROM OPERATING ACTIVITIES

Accounting Policy:

The following are definitions of the terms used in the Cash Flow Statement:

Cash: comprises cash balances held with banks in New Zealand and overseas. Cash excludes term deposits that are not used as part of the Fund's day to day cash management.

Investing activities: comprise acquisition and disposal of investments. Investments include securities not falling within the definition of cash.

Operating activities: include all transactions and other events that are not investing activities.

	OCTOBER 2024 \$	OCTOBER 2023 \$
Net Surplus	4,217,610	(454,803)
Add/(less) movements in other working capital items		
Accrued Interest	(85,355)	(204,618)
GST (Payable) / Receivable	124,286	102,852
Accounts Receivable & Prepayments	532,665	(285,536)
Accounts Payable, Deferred Income & Claims Provision	(1,727,219)	2,822,678
	(1,155,623)	2,435,377
NET CASH FLOW FROM OPERATING ACTIVITIES	3,061,987	1,980,575

New Zealand Local Authority Protection Programme Disaster Fund

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 OCTOBER 2024

NOTE 9 RELATED PARTIES

Civic Financial Services Limited (Civic) provides administration services and technical support to the Fund. The Fund paid \$310,000 for these services for the year to 31 October 2024. Civic also has the power to appoint two Trustees to the Trust Board. The Chair received \$13,593 and the five Trustees received \$6,796 each for their services over the year.

NOTE 10 COMMITMENTS AND CONTINGENT LIABILITIES

The Fund has the ability to provide support to Members based on its reserves and its ability to make reinsurance recoveries.

Protection is only available to Members at the discretion of the Trust Board exercised in accordance with the provisions of the Trust Deed.

NOTE 11 EVENTS AFTER BALANCE DATE

Subsequent to 31 October 2024, there were developments in relation to the two claimants for the Cyclone Gabrielle claim. Wairoa District Council agreed a final settlement amount with LAPP on 29 January 2025 pending signing of a formal agreement by both parties in March 2025. On 29 January 2025, Hastings District Council (the other claimant and the only residual claimant of the Cyclone Gabrielle claim) confirmed that its claim with LAPP was being withdrawn. The Provision for Claims and Claim Expense have been adjusted to reflect the above developments.

New Zealand Local Authority Protection Programme Disaster Fund

STATEMENT OF SERVICE PERFORMANCE FOR THE YEAR ENDED 31 OCTOBER 2024

LAPP's purpose, what it intends to achieve and how it goes about this

LAPP is a charitable trust that was set up by Local Government New Zealand ("LGNZ") and Civic Financial Services Ltd ("Civic") in 1993, designed to provide local authorities with the maximum affordable amount of protection to fund the recovery of their underground infrastructure assets damaged by natural disaster events.

Where a local authority suffers a natural disaster there is an arrangement between Central Government and the local authority where Central Government will cover 60% of the reinstatement cost and the local authority will cover 40% of the reinstatement cost. Provided the local authority can demonstrate they can fund 40% of the cost to reinstate or replace their affected underground infrastructure caused by a natural disaster then Central Government will step in and fund the other 60%. The 60/40 split is currently uncapped.

A local authority, through its membership of LAPP, provides cover for 40% of this cost allowing Central Government to cover the other 60%. As such the formulation of the member's deductible, subsequent LAPP contribution and level of reinsurance has been designed to deliver just that.

The LAPP Board is responsible for looking after the interests of the members of the Fund, the administration and management of the Fund and its ability to pay claims to the members in accordance with LAPP's Trust Deed.

Pre-Renewal Member Engagement

LAPP, in conjunction with its broker Aon NZ, conduct a series of LAPP Member Pre-Renewal Presentations, typically in the first half of each year. The purpose is to meet with all members, to set out and explain the rationale and timeline for the next upcoming renewal of insurance due on 1 November of that current year. The Member Pre-Renewal Presentations for this upcoming renewal on 1 November 2024 were held with all members between 11 & 26 March 2024 and between 24 & 26 June 2024.

A key objective is to receive signed-off current asset valuations from each member in time to be presented to the LAPP Board at their August Board Meeting. This is required for the Board to sign-off and approve the new contribution rates and LAPP's cover protection limits for the upcoming renewal due on 1 November of that current year. Signed-off asset valuations were received from all members by 17 July 2024.

Member Renewal Communication

The member contribution rates and cover limits for the 2024-2025 renewal were signed-off by the Board at the Board Meeting on 5 August 2024. This is required for the following Member Renewal Communication timeline to proceed.

Early August: A Renewal Advice Letter is sent to each member advising them of their new contribution rate and LAPP's cover protection limits for the next renewal period commencing from 1 November of that current year. This renewal advice letter also confirms the member's current asset valuation being used for this renewal, and their member claim threshold and deductible levels. LAPP's annual renewal date and period of cover runs from 1 November of each year through to and including 31 October of the following year.

New Zealand Local Authority Protection Programme Disaster Fund

STATEMENT OF SERVICE PERFORMANCE FOR THE YEAR ENDED 31 OCTOBER 2024

These advice letters are required to be issued in early August as LAPP's two-month withdrawal notice condition requires any member intending to withdraw from the Fund from the next annual renewal date to provide LAPP with written notice of their withdrawal before 1 September of that year. The Renewal Advice Letter for the 2024-2025 renewal were issued to members on 7 August 2024.

Early September: Issue first Member Contribution Letter and Invoice to each member requiring payment of the first invoice by 20 October, prior to the 1 November renewal. It is LAPP's current practice to issue each member with two invoices for each yearly renewal period, each representing 50% of their annual contribution. The first invoice being issued before the end of September prior to the 1 November renewal with the second invoice being issued before the end of March of the following year. The first Member Contribution Letter and Invoice for the 2024-2025 renewal was issued to members on 6 September 2024.

November: Issue Member Certificates to each member confirming the member's value of assets protected, annual contribution, claim threshold and deductible, and LAPP's cover limits for the current period of protection. Membership Certificates for the 2024-2025 renewal were issued to members on 4 November 2024.

March of Following Year: Issue second Member Contribution Letter and Invoice to each member requiring payment of the second invoice to be paid by 20 April of that year.

Current claims: Claims currently being managed by LAPP

Member	Claim Event	Claims Paid / Provision
Marlborough District Council	Marlborough floods July 2021	\$1.80m
Wairoa District Council	Cyclone Gabrielle February 2023	\$0.07m

New Zealand Local Authority Protection Programme Disaster Fund

STATEMENT OF SERVICE PERFORMANCE FOR THE YEAR ENDED 31 OCTOBER 2024

Claims History: The table below shows contributions from members collected life to date against gross claims paid / provisioned over that period.

Fund Year	Contributions	Gross Claims Paid / Provisioned
November 2023 - October 2024	7,329,164	(2,193,807)
November 2022 - October 2023	6,011,103	2,300,000
November 2021 - October 2022	4,819,400	0
November 2020 - October 2021	3,812,571	3,400,000
November 2019 - October 2020	3,225,206	0
July 2019 - October 2019	823,874	0
July 2018 - June 2019	2,471,621	(74,006)
July 2017 - June 2018	2,713,435	0
July 2016 - June 2017	4,019,300	5,276,141
July 2015 - June 2016	4,155,960	(2,397,572)
July 2014 - June 2015	5,326,100	(6,948,317)
July 2013 - June 2014	8,500,000	(84,164,466)
July 2012 - June 2013	9,007,386	(188,245,827)
July 2011 - June 2012	14,153,451	298,281,611
July 2010 - June 2011	13,807,736	522,225,951
July 2009 - June 2010	3,213,066	1,327,394
July 2008 - June 2009	5,052,323	(366,276)
July 2007 - June 2008	3,533,164	0
July 2006 - June 2007	4,134,700	0
July 2005 - June 2006	2,038,315	251,871
July 2004 - June 2005	1,746,633	0
July 2003 - June 2004	1,534,785	4,819,429
July 2002 - June 2003	1,540,393	0
July 2001 - June 2002	2,257,113	5,143
July 2000 - June 2001	2,446,698	22,215
July 1999 - June 2000	2,337,860	132,232
July 1998 - June 1999	4,008,445	344,225
July 1997 - June 1998	2,761,867	0
July 1996 - June 1997	2,533,226	0
July 1995 - June 1996	2,634,176	0
July 1994 - June 1995	2,932,083	0
July 1993 - June 1994	2,898,250	0
TOTAL	137,779,404	553,995,941

*Note the \$554 million gross claims paid / provisioned includes a layer of cover that LAPP provided to Civic Assurance for its above ground insurance programme. This means that the claims paid includes payments for above ground assets (predominantly related to the Canterbury earthquake claims) and the traditional underground assets covered by LAPP. Gross claims paid / provisioned specific to traditional LAPP coverage totals \$236 million over this period.

New Zealand Local Authority Protection Programme Disaster Fund

STATEMENT OF SERVICE PERFORMANCE FOR THE YEAR ENDED 31 OCTOBER 2024

Protection Cover Provided by LAPP

LAPP provided cover in the 2023–24 renewal period for three major events at levels of \$75m, \$115m and \$170m (at 100%), which can be used in any order. LAPP’s reinsurance deductible is \$7.5 million (at 100%). LAPP is required to pay up to \$3 million (40%) of this deductible per claim, to be met by the claiming members’ deductibles and the LAPP Fund reserves. LAPP’s reinsurers are required to pay 40% of any amount over the \$7.5 million threshold up to LAPP’s cover limits.

Performance Report

Service Performance Measures	2023/24		2022/23	
	Target Met	Target Not Met	Target Met	Target Not Met
Pre-renewal meetings held with every member prior to 31 July	✓		✓	
Renewal advice letters sent to all members by 31 August	✓		✓	
First member contribution invoices issued by 30 September	✓		✓	
Second member contribution invoices issued by 31 March	✓		✓	
Member Certificates issued to members by 30 November	✓		✓	
Maintain or increase insurance coverage for LAPP members	✓		✓	
All claims settled within three years	N/A		N/A	

TRUSTEE INFORMATION

The Trustees as at 31 October 2024 and their nominating bodies are:

LD Cavers	Taituarā	Contractor, formerly CEO, Hauraki District Council
AJ Dalziel	Taituarā	Contractor, formerly GM Infrastructure / Deputy CE, Porirua City Council
TRH Davies	Civic	Adjunct Professor, University of Canterbury
DB Gordon	LGNZ	Mayor, Waimakariri District Council
CS Hett	Civic	Independent Actuary
C Little	LGNZ	Mayor, Wairoa District Council

During the year, the Trustees met for formal meetings on four occasions.

Attendance was:

LD Cavers	4
AJ Dalziel	4
TRH Davies	4
DB Gordon	4
CS Hett	3
C Little	2

2023–2024 FUND YEAR MEMBERSHIP

Ashburton District Council

Carterton District Council

Gore District Council

Hastings District Council

Hauraki District Council

Horowhenua District Council

Hurunui District Council

Invercargill City Council

Kaikōura District Council

Marlborough District Council

Masterton District Council

New Plymouth District Council

Palmerston North City Council

South Taranaki District Council

South Wairarapa District Council

Southland District Council

Stratford District Council

Timaru District Council

Waimakariri District Council

Waimate District Council

Wairoa District Council

Waitaki District Council

DIRECTORY

ADMINISTRATION MANAGER

Civic Financial Services Ltd
Level 7, Civic Chambers
116 Lambton Quay
Wellington 6011

THE ADDRESS FOR CORRESPONDENCE IS

Ian Brown
Administration Manager
NZ Local Authority Protection Programme Disaster Fund
PO Box 5521
Wellington 6140

Phone: 04 978 1263
Email: ian.brown@civicfs.co.nz

New Zealand Local Authority
Protection Programme
Disaster Fund

TRUST DEED

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THIS DEED is made the 12th day of July 2019

BETWEEN NEW ZEALAND LOCAL GOVERNMENT ASSOCIATION INCORPORATED, a society incorporated in Wellington pursuant to the Incorporated Societies Act 1908 ("the Settlor")

AND JOHN MCGREGOR CARTER of Ninety Mile Beach, Mayor of Far North District Council, **LANGLEY DAVID CAVERS** of Waihi Beach, Chief Executive of Hauraki District Council, **ANDREW JAMES DALZIEL** of Wellington, General Manager Porirua City Council, **TIMOTHY REGINALD HOWARD DAVIES** of West Melton, Professor University of Canterbury, **CHARLES STEWART HETT** of Wellington, Consultant and **JOSHUA TRACY HICKS** of Gore, Mayor of Gore District Council, (together "the Trustees")

WHEREAS

- A The Settlor established a fund for the reinstatement of lost or damaged generally uninsurable local government infrastructure known as the New Zealand Local Authority Protection Programme Disaster Fund ("Fund"), by Deed of Trust dated 29 June 1993 ("the Establishment Trust Deed"). The Fund is currently governed by a Deed of Trust dated 14 December 2007 ("Existing Trust Deed").
- B Only those Local Authorities that are contributing to the Fund are to be eligible for distributions in the event of loss or damage to their infrastructure.
- C The Fund is to continue to be accumulated and applied for the purpose by the Trustees in accordance with this Deed.
- D The Existing Trust Deed provides that the Trustees may amend the Trust Deed by unanimous resolution of the Trustees present at any validly convened meeting, provided such amendment is not inconsistent with the charitable scope of the trusts contained in the Existing Trust Deed.
- E The Establishment Trust Deed was amended by Deeds of Variation dated 14 February 1997, 5 June 2003 and 14 December 2007, with the consent of the Settlor as required by the Establishment Trust Deed.
- F At a meeting of the Trustees held on 15 April 2019 the Trustees unanimously resolved to:
 - (a) amend and replace the Existing Trust Deed with this Deed, and
 - (b) that this would take effect on the date the consent of the Settlor had been obtained in writing.

COVENANTS

In accordance with the powers of amendment contained in clause 9 of the Existing Trust Deed it is declared that from the date the Settlor gives its written consent to the amendments to the terms of the Existing Trust Deed reflected in this Deed, the provisions of the Existing Trust Deed are hereby substituted in their entirety with the provisions of this Deed, so that the Fund established pursuant to the Existing Trust Deed continues in existence without interruption but from the date of the Settlor's consent will be administered exclusively in accordance with the provisions of this Deed.

1 DEFINITIONS AND INTERPRETATION**1.1 Definitions**

Each of the following words and expressions shall, unless the context otherwise requires, have the following meanings, as indicated:

"the Act" means the Charitable Trusts Act 1957;

"Administration Manager" means the person appointed to that office;

"Advisory Trustee" means any advisory trustee appointed pursuant to clause 3.1.8;

"Alternative Trustee" means any alternate trustee appointed pursuant to clause 3.1.3;

"Annual Accounts" means statements of income and expenditure and balance sheets of the Fund prepared or to be prepared in accordance with the provisions of this Trust Deed;

"Annual Contribution" means the payment to the Fund made by each Member in return for Coverage by the Fund for a Fund Year;

"Asset Value" means the cost of reinstatement or replacement of a Member's Infrastructure as determined pursuant to clause 7.1.1(a);

"Auditor" means the office of auditor or auditors to the Fund for the time being;

"Commencement Date" means 1 July 1993;

"Coverage" means protection for the cost of reinstatement or replacement of the Members' Infrastructure required as a result of a Damaging Event;

"Damaging Event" includes flooding, earthquake, volcanic eruptions (including the effects of volcanic ash), storm surge, tsunami, wildfire, gas explosion, hail, snow, wind damage, landslide, lahar and any other sudden event or sudden situation causing serious disruption, loss or damage to Infrastructure;

"Deductible" means any first amount of any loss or damage following a Damaging Event that the Trustees determine shall be borne by the Member;

"Distribution" means payment, made to a Member from the Fund, consequent upon their Coverage;

"Extraordinary Contribution" means any contribution to the Fund which a Member is required to make as:

- (i) a condition of their entry to membership of the Fund at any time after the Commencement Date; or
- (ii) any contribution for Coverage for any part or portion of a year;

"Fund" means the New Zealand Local Authority Protection Programme Disaster Fund, established by the Establishment Trust Deed;

"Fund Year" means:

- (i) in respect of any twelve-month period commencing on 1 July and ending no later than 30 June 2019, each year of the Fund commencing on 1 July and ending on 30 June in the following calendar year; and
- (ii) in respect of the four-month period commencing 1 July 2019 and ending on 31 October 2019, the four-month period of the Fund commencing on 1 July 2019 and ending on 31 October 2019; and
- (iii) in respect of the twelve-month period commencing on 1 November 2019 and each twelve-month period commencing on 1 November thereafter, each year of the Fund commencing on 1 November and ending on 31 October in the following calendar year.

"Infrastructure" means any asset accepted as such by the Trustees for the purposes of this Trust Deed and registered with the Trustees for Coverage in relation to a Local Authority and may include reticulation, storage and treatment facilities (water, sewage, stormwater); tunnels other than road tunnels; dams; canals; stopbanks; flood control protection works; drainage works; detention ponds; sea walls; and harbour risks (including buoys, beacons and foreshore lighthouses).

"Investment Manager" means any person to whom the Trustees have contracted the investment of some or all of the assets of the Fund pursuant to clause 4.1.1(b);

"Local Authority" means any New Zealand Local Authority or Territorial Authority or Regional Council as defined in section 5 of the Local Government Act 2002 and includes any Council- Controlled Organisation as defined by section 6 of that Act.

"Member" means any Local Authority admitted as a member of the Fund, the membership of which has not been terminated.

"Participation Deed" means the agreements so called entered into by Local Authorities on admission to membership of the Fund;

"Stated Value" means the Member's estimate of the reinstatement or replacement value of its Infrastructure.

"the Trustees" means the trustees named in this Trust Deed (until removed from office), any new trustees appointed either pursuant to clause 3.1.2 or clause 3.1.6, any Alternate Trustees appointed pursuant to clause 3.1.3 and any Advisory Trustees appointed pursuant to clause 3.1.8 collectively.

"written" or "in writing" includes printing, facsimile, or emails or other form of electronic communication, or any other communication by written word.

1.2 Interpretation

- 1.2.1 Words importing any one gender shall include the other.
- 1.2.2 Plurals shall include the singular and vice versa.
- 1.2.3 Reference to persons shall include body corporates.
- 1.2.4 Reference to any Act of Parliament shall be deemed to include every amendment or re-enactment of it and every Act of Parliament substituted for it, and any regulations made under the Act.
- 1.2.5 All references in this Trust Deed, or to provisions or clauses of this Trust Deed, shall be deemed to be references to this Trust Deed and to those provisions or clauses as altered from time to time pursuant to the provisions of this Trust Deed.
- 1.2.6 Except as otherwise defined in this Trust Deed, the terms used in this Trust Deed which have been defined in the Act shall have the same meaning as ascribed to those terms in the Act.

2 CONSTITUTION OF THE FUND

2.1 New Zealand Local Authority Protection Programme Disaster Fund

- 2.1.1 A fund is hereby established by the New Zealand Local Government Association Incorporated, with the charitable purposes set out in clause 2.1.3.
- 2.1.2 The name of the fund shall be the New Zealand Local Authority Protection Programme Disaster Fund.
- 2.1.3 The charitable purposes of the Fund shall be:
 - (a) To assist New Zealand local government to carry out its responsibilities under central government's disaster recovery policies and plans; and
 - (b) To provide funds for Members for the purpose of reinstatement of lost or damaged Infrastructure as a result of Damaging Events; and
 - (c) To facilitate effective programmes to enable New Zealand local government to identify and manage risks to their Infrastructure by minimising and reducing the exposure, limiting the risks and diminishing the potential for loss or damage; and
 - (d) To provide Members with the capacity for self-help to recover from consequences of Damaging Events; and
 - (e) To do anything else which the Trustees may think is conducive or incidental to the attainment of the above charitable purposes.
- 2.1.4 There are no non-charitable purposes for the Fund.

- 2.1.5 The Fund shall consist of all property for the time being held by or on behalf of the Trustees, derived from:

- (a) Any gifts or donations;
- (b) Extraordinary Contributions;
- (c) Annual Contributions;
- (d) Income from investments;
- (e) Proceeds of realisation of investments;
- (f) Any policies or contracts of re-insurance;
- (g) Any recoveries;
- (h) Any other source.

- 2.1.6 The Fund shall be held in trust by the Trustees upon the trusts and for the charitable purposes contained in this Trust Deed and shall be managed, administered and applied by the Trustees, in accordance with the powers contained in this Trust Deed, in order to attain those charitable purposes.

- 2.1.7 The Trustees are and shall remain responsible for the safe custody of all money, policies, certificates and other documents of title and value in connection with the Fund and for the safe custody, realisation and distribution of all of the assets from the Fund, from time to time vested in them.

3 TRUSTEES

3.1 Appointment and Removal of Trustees

- 3.1.1 The number of Trustees shall be not less than four nor more than six. The Trustees shall be one or two appointees of the Settlor; one or two appointees of Civic Financial Services Limited; and one or two appointees of the NZ Society of Local Government Managers Incorporated (together called the "Appointors").
- 3.1.2 The power of appointing new Trustees shall be vested in the Appointors each of which shall have the power to appoint two persons as Trustees and they having been appointed as Trustees to remove and/or replace them, by notice in writing given to the Administration Manager.
- 3.1.3 The Appointors shall be entitled to appoint any person as an Alternate Trustee in place of any Trustee appointed by them, by notice in writing given to the Administration Manager, either for a specified period, or for a specified meeting or any part of a meeting, or for any particular subject matter at any meeting, or generally during the absence of any such Trustee, and from time to time, in the same manner, to remove any Alternate Trustee.
- 3.1.4 An Alternate Trustee appointed pursuant to clause 3.1.3 shall:
 - (a) not be remunerated otherwise than out of the remuneration of the Trustee in whose place the Alternate Trustee acts;
 - (b) be deemed to have automatically vacated office when the Trustee in whose place the Alternate Trustee acts vacates office;
 - (c) unless otherwise provided by the terms of appointment of the Alternate Trustee, have the same rights, powers and privileges (including without limitation, the right to receive notice of meetings of Trustees, the power to sign resolutions of Trustees and the power to witness the affixing of the common seal) as the Trustee in whose place the Alternate Trustee is appointed;
 - (d) discharge all the duties of and be subject to the same provisions in this Trust Deed as the Trustee in whose place the Alternate Trustee acts.
- 3.1.5 The Administration Manager shall within seven days of it being notified in writing of the appointment, removal or resignation of a Trustee give to every Member and Appointor (other than an Appointor exercising its powers of appointment or removal) written notice of the appointment, removal or resignation of the Trustee.

- 3.1.6 Notwithstanding the provisions of clause 3.1.2 of this Trust Deed, if any Appointor shall fail at any time to exercise its power of appointment and notify the Administration Manager in writing accordingly, within fourteen days of:
- (a) it being notified in writing of the removal or resignation of their appointee; or
 - (b) it becoming aware of the occurrence of another event which creates a vacancy (as provided for in clause 3.1.7); and
 - (c) the number of Trustees falls below four –
- then the Trustees shall forthwith appoint further or additional Trustees on behalf of any Appointors so failing, so as to ensure there are not less than four nor more than six Trustees and every Trustee then appointed may thereafter only be removed by resolution of the Trustees.
- 3.1.7 A vacancy in the office of Trustee shall arise if:
- (a) a Trustee is adjudged bankrupt; or
 - (b) a Trustee resigns by notice in writing to the Administration Manager;
 - (c) a Trustee refuses to act; or
 - (d) a Trustee becomes of unsound mind; or becomes subject to a property order under the Protection of Personal and Property Rights Act, 1988; or
 - (e) a Trustee is removed by their Appointor in accordance with the provisions of this Trust Deed or by resolution of the Trustees under clause 3.1.6; or
 - (f) a Trustee is otherwise removed by operation of law.
- 3.1.8 The Trustees shall have power to appoint any person at any time as an Advisory Trustee to the Fund, and to prescribe the function of such Advisory Trustee. An Advisory Trustee shall not be counted in the number of Trustees required by clause 3.1.1, or in the quorum required for meetings of the Trustees, nor be entitled to vote thereat.
- 3.2 Meetings of Trustees**
- 3.2.1 The Trustees shall from time to time meet for the despatch of business of the Fund and, subject to the provisions of this Trust Deed and particularly this clause 3.2, shall have the power to adjourn or otherwise regulate their meetings and proceedings and vary the regulation and procedure of such meetings and proceedings as the Trustees think fit.
- 3.2.2 Questions arising at any meeting of the Trustees shall be determined by a majority of the votes of those present and voting.
- 3.2.3
- (a) The Trustees shall at their inaugural meeting and again before the end of each Fund Year elect one of their number to be the chairman of Trustees for the ensuing Fund Year. The person so elected shall hold office as chairman of Trustees during the ensuing Fund Year, and shall be eligible for re-appointment.
 - (b) The person so appointed shall chair all meetings of the Trustees at which they are present. If at any meeting the chairman is not present within fifteen minutes of the appointed time for holding the meeting the Trustees present shall then choose one of their number to be the chairman of that meeting.
 - (c) A chairman shall not be entitled to a second or casting vote.
- 3.2.4 Every meeting of the Trustees shall be called by giving not less than seven days' notice in writing to the Trustees provided that a meeting of the Trustees shall be deemed to have been duly called if it is so agreed by all the Trustees entitled to attend and vote thereat.
- 3.2.5 Upon the written request of three Trustees giving notice of the subject matter of that meeting, the Administration Manager shall summon a special meeting of the Trustees, within seven days of that request.
- 3.2.6 Every notice of a meeting of the Trustees shall;
- (a) be given in writing by the Administration Manager to each Trustee at their last known address;
 - (b) be exclusive of the day on which it is served and of the day of the meeting;
 - (c) specify the place, day and hour of the meeting;
 - (d) specify, in the case of special business, the general nature of that business.
- 3.2.7 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Trustee shall not invalidate the proceedings at the meeting.
- 3.2.8
- (a) No business shall be transacted at any meeting of the Trustees unless a quorum is present at the time when the meeting proceeds to business. The quorum for meetings of the Trustees shall be as fixed by resolution of the Trustees and until so fixed any number of the Trustees more than one-half of the total number of the Trustees entitled to vote thereat shall constitute a quorum. Where one-half in number of the Trustees so entitled to vote is a fraction it shall be rounded-up to the next whole number and such number shall be the quorum for a meeting of the Trustees.
 - (b) If within half an hour from the time appointed for a meeting of the Trustees a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Trustees present shall constitute a quorum.
 - (c) Every Trustee present shall, notwithstanding their conflict between interest and duty (if any), be counted in a quorum present.
- 3.2.9 A validly called meeting of the Trustees at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under this Deed vested in or exercisable by the Trustees.
- 3.2.10 Any Trustee who is in any way, whether directly or indirectly;
- (a) personally interested in a contract or arrangement or any proposed contract or arrangement with the Trustees or with any Member; or
 - (b) is an elected member, office or employee of any Member or proposed Member which is interested –
- shall declare the nature of the interest and unless the interest is no greater than or any different from –
- (c) in the case of an interest to which subclause (a) of this clause applies, that of the other Trustees present; or
 - (d) on the case of an interest to which subclause (b) of this clause applies, that of the Members generally,
- they shall thereafter take no further part in the deliberations in respect of that matter.
- 3.2.11 The foregoing rule shall not operate to prevent any Trustee taking part in discussions and decisions regarding rules, guidelines, or policies regarding Annual Contributions.
- 3.2.12 All disclosures of interest by any Trustee, and whether or not they took part in discussion on or voted on the matter before the meeting, shall be recorded in the minutes of the meeting.
- 3.2.13
- (a) The Trustees may meet by means of a Telephone Meeting, the Trustees having been given notice of the meeting as required by the provisions of this Trust Deed.

- (b) In this clause:

"Telephone Meeting" means the contemporaneous linking together by telephone of Trustees comprising a quorum (whether or not any one or more of those persons is outside New Zealand); "Telephone" means and indicates any instant electronic means of communication.

- (c) Before a Telephone Meeting proceeds to business:

- (i) each of the Trustees taking part must be able to hear each of the other Trustees taking part;
 - (ii) the chairman shall ask each Trustee taking part in turn to respond by way of confirmation that they are in fact linked to and are taking part in the Telephone Meeting;
 - (iii) the chairman shall thereupon announce to the Telephone Meeting the names of those Trustees who have so responded.
- (d) The Trustees so named by the chairman shall be conclusively deemed to be present at the Telephone Meeting and, unless given permission to leave under subclause (e) of this clause, to have been present all the time during the Telephone Meeting.
- (e) No Trustee may leave a Telephone Meeting by disconnecting their telephone unless the chairman has first granted that Trustee permission to leave.
- (f) A minute of the proceedings at a Telephone Meeting shall be conclusive evidence of the proceedings and the regularity of the meeting if certified as a correct minute by the chairman.

3.3 Subcommittees

- 3.3.1 (a) The Trustees may at any time, for any specified purpose, appoint such of their number as they think fit to be members of any one or more subcommittees.
- (b) Each such subcommittee shall have such powers and duties as are delegated to it by the Trustees.
- (c) Each such subcommittee shall have power to co-opt such person or persons whether or not Trustees as the Trustees think fit, provided that:
- (i) in relation to each subcommittee the number of co-opted members shall not exceed the number of Trustees who are members of the subcommittee; and
 - (ii) such co-option shall be subject to the approval of the Trustees at the first meeting of the Trustees following the co-option.
- (d) The Trustees may appoint a chairman of each subcommittee. If no such chairman is appointed or if at any meeting the chairman is not present within 15 minutes after the time appointed for holding the same, the members of the subcommittee present shall then choose a chairman of the meeting.
- (e) Each subcommittee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of all those present and voting. In the case of an equality of votes the chairman shall have a second or casting vote.

3.4 Validity of Acts of Trustees

- 3.4.1 All acts done in good faith at any meeting of the Trustees or any subcommittees of the Trustees, or by any person acting as a Trustee, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Trustee or that such Trustee was disqualified, be as valid as if every such Trustee had been duly appointed, and was qualified to be a Trustee.

3.5 Resolutions in Writing

- 3.5.1 A resolution in writing, signed by all of the Trustees entitled to vote thereon shall be as valid as if it had been passed at a meeting of the Trustees duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the Trustees so entitled. Any such document sent by a Trustee by telegram, cable, facsimile, copier, telex or other electronic means of communication shall be deemed to have been signed by the Trustee.

3.6 Remuneration of Trustees

- 3.6.1 The Trustees shall not make any private pecuniary profit from the Fund, except that the Trustees shall be entitled to reasonable fees for their services in respect of the management and administration of the Fund. The amount of the fees shall be determined from time to time by the Administration Manager after consultation with the Settlor and the Trustees.

3.7 Indemnity and Limitation of Trustee's Liability

- 3.7.1 The Trustees shall be indemnified and shall be entitled to reimburse themselves out of the Fund in respect of all costs, charges and expenses which they incur in or about management or administration of the Fund.
- 3.7.2 No Trustee acting or purporting to act in execution of the trusts created by this Trust Deed shall be liable for any loss not attributable to their own dishonesty or their wilful commission of or omission to do any act known by them to be a breach of trust, and in particular (without limitation) no Trustee shall incur any liability in respect of:
- (a) Any act done or not done in the exercise of or in respect of any discretion vested in them.
 - (b) Anything done or suffered by them in good faith in reliance upon any advice or opinion (whether or not obtained by the Trustees) of any professional person, or upon any advice the Trustees may obtain directly or indirectly from any company, firm or person as shall, in the opinion of the Trustees, be qualified to provide advice.
 - (c) Any failure or refusal to perform or do any act or thing which by reason or provision of any law of New Zealand they are hindered or prevented from doing or performing.
- 3.7.3 No Trustee shall be bound to or be liable for any failure to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by the co-Trustee.

4 POWERS OF TRUSTEES

4.1 General Powers

- 4.1.1 In addition to the powers conferred by law and elsewhere in this Trust Deed the Trustees shall have the power:
- (a) Subject to clause 5.1.3, from time to time to appoint and remove the Administration Manager and, subject to the specific duties imposed on the Administration Manager by this Trust Deed, define the duties and responsibilities of the Administration Manager, on terms to be agreed in writing between the Trustees and the Administration Manager.
 - (b) From time to time to appoint and remove one or more investment managers. The Investment Managers shall have such powers and duties in relation to the investment of the fund as the Trustees shall determine and agree in writing between the Trustees and the Investment Managers.
 - (c) To appoint and remove a custodian trustee to hold in safe custody all policies, certificates and other documents of title in connection with the whole or any part of the Fund, on terms to be agreed in writing between the Trustees and the custodian trustee.

- (d) To otherwise retain the services of professional advisors and managers in relation to the management, administration and investment of the Fund, to delegate powers and discretions to professional advisors and managers as the Trustees see fit, and to determine and to pay out of the Fund, any fees payable to those professional advisors and managers.
- (e) To make rules or guidelines, and to adopt procedures, consistent with the provisions of this Trust Deed, including, without limitation, in relation to membership; calculating and fixing Asset Values, Deductibles, Extraordinary Contributions, Annual Contributions and Distributions; determining from time to time which of a Member's assets can be registered with the Trustees as Infrastructure; and to make rules or guidelines and to adopt procedures as shall be appropriate for the convenient administration of the Fund.
- (f) To borrow money for the purpose of providing Distributions where the assets of the Fund are not immediately realizable, or if realizable are only realizable at a material loss to the Fund, and to secure the repayment of such moneys in any manner and upon any terms the Trustees consider advisable, whether by charge over all or any portion of the Fund or any particular property or otherwise, provided however the Trustees shall first have had and obtained the consent in writing of the Settlor thereto and provided further that in no event shall the amount borrowed exceed the then estimated values of the assets of the Fund, less any existing liabilities of the Fund, contingent or otherwise.
- (g) To seek insurance protection in support of the Fund.
- (h) Generally to do all such acts and things as the Trustees may consider necessary or expedient for the administration, maintenance and preservation of the Fund and in performance of their obligations under this Trust Deed.
- (e) Facilitate effective programmes to enable Members to identify and manage risks to their Infrastructure by minimising and reducing the exposure, limiting the risks and diminishing the potential for damage by Damaging Events;
- (f) Receive and process applications for Distributions, within the scope of guidelines laid down by the Trustees;
- (g) Furnish the Trustees with full and complete reports of all losses by and of all payments made out of the Fund;
- (h) Liaise with local government agencies with respect to the application of their appropriate disaster recovery and emergency plans;
- (i) Make recommendations to the Trustees regarding any matters pertaining to the administration and management of the Fund;
- (j) Undertake such services as may be required by the Trustees or as may be reasonably necessary for the management, administration and investment of the Fund, and the operation of the trusts contained in this Trust Deed.
- 5.1.2 The Administration Manager shall be responsible to the Trustees for the proper management, and administration of the Fund and the trusts contained in this Trust Deed.
- 5.1.3 The first Administration Manager shall be Civic Financial Services Limited which shall hold office for an initial term of six years from the Commencement Date (unless removed earlier) on such terms (including terms relating to performance) as may be agreed in writing with the Trustees.

5.2 Records to be Kept

- 5.2.1 The Administration Manager shall keep or cause to be kept a complete record of:
 - (a) The membership of the Fund including the dates on which Members were admitted to membership and when they ceased to be or were suspended as Members of the Fund.
 - (b) Proper records of all meetings, resolutions and decisions of the Trustees.
 - (c) The affairs, matters and transactions of the Fund.
 - (d) All other matters, information and data necessary or expedient for the proper and effective working of the Fund and the operation of this Trust Deed.

5.3 Accounts

- 5.3.1 The Administration Manager shall ensure that:
 - (a) All assets of the Fund are kept separate and apart from any assets or funds of the Administration Manager, with all moneys received by the Administration Manager to be banked in a separate bank account in the name of the Fund;
 - (b) Proper books of account are kept in respect of the Fund;
 - (c) Annual Accounts are prepared in respect of the Fund, presenting a true and fair view of the Fund's financial affairs at the end of each Fund Year; and
 - (d) The Auditor appointed in accordance with the provisions of this Trust Deed examines and reports upon the Annual Accounts.

4.2 Investments Authorised

- 4.2.1 All moneys belonging to the Fund and available for investment shall be invested in accordance with the provisions of the Trustee Act 1956 as to the investment of trust funds.

4.3 Exercise of Discretion

- 4.3.1 The Trustees may exercise or enforce all of the authorities, discretions and powers vested in them from time to time, and at any time and may refrain from exercising all or any such powers.

4.4 Appointment of Auditor

- 4.4.1 The Trustees shall from time to time appoint an Auditor (being a 'qualified auditor' within the meaning of section 461E of the Financial Markets Conduct Act 2014) of the Fund at a remuneration to be fixed, and payable, by the Administration Manager, out of the Fund.

5 MANAGEMENT AND ADMINISTRATION

5.1 Appointment of Administration Manager

- 5.1.1 The Trustees shall appoint an Administration Manager which shall, in addition to other duties or responsibilities conferred on the Administration Manager elsewhere in this Trust Deed, and as from time to time agreed by the Administration Manager with the Trustees:
 - (a) Receive applications for membership of the Fund;
 - (b) Ascertain and audit the infrastructural assets of Members;
 - (c) Issue debit notes for and maintain records of all Annual Contributions and Extraordinary Contributions paid to the Fund;
 - (d) Use its best endeavours to secure economic insurance support of the Fund;

5.4 Annual Report of the Fund

- 5.4.1 The Administration Manager shall within six months after the end of each Fund Year:
- (a) Prepare an Annual Report for the Fund for the previous Fund Year.
 - (b) Provide each Member with a copy of the Annual Report.
- 5.4.2 The following matters shall be contained in the Annual Report:
- (a) A statement of numerical changes in the membership of the Fund during the Fund Year;
 - (b) The Annual Accounts for the Fund in respect of the previous Fund Year;
 - (c) The Auditor's report on the Annual Accounts;
 - (d) A statement by the Administration Manager as to whether all the Annual Contributions and Extraordinary Contributions required to be made to the Fund in accordance with the Participation Deeds and this Trust Deed have been made by the Members, and if not the amount or amounts outstanding;
 - (e) A summary of any amendments to this Trust Deed that have been made during the Fund Year;
 - (f) The names of and any changes since the last Annual Report in the Trustees, the Administration Manager, re-insurers, and changes in any actuaries, auditors and solicitors to the Fund (either by reference to their own names or the names of their firms);
 - (g) The name and address of the person to whom all correspondence from the Members to the Trustees should be sent.

5.5 Delegation

- 5.5.1 Subject to this clause, the Administration Manager may at any time with the consent of the Trustees and from time to time, delegate any of its powers to any person.
- 5.5.2 A delegation pursuant to this clause may be:
- (a) Subject to such conditions and on such terms for the protection and convenience of persons dealing with the delegate as the person making the delegation thinks fit; and
 - (b) Amended or revoked at any time.
- 5.5.3 If the Trustees or the Administration Manager exercise a power that is for the time being delegated that shall not revoke the delegation.
- 5.5.4 The Trustees shall not be liable for any act or defaults of any delegate of the Administration Manager.

5.6 Expenses of Administration

- 5.6.1 The Administration Manager may pay from the Fund such costs, charges and expenses of management, administration and investment of the Fund as are properly payable by the Administration Manager on behalf of the Fund.
- 5.6.2 The Administration Manager shall be paid from the Fund such fees or charges for its administration of the Fund and the trusts contained in this Trust Deed, as shall from time to time be authorised by the Trustees.

5.7 Indemnity of Administration Manager

- 5.7.1 The Administration Manager shall not be liable for any loss which is not attributable to the Administration Manager's own dishonesty and the Trustees shall indemnify and keep indemnified the Administration Manager from the Fund against all claims demands and liabilities from Members or persons not parties to this Trust Deed, howsoever arising.

5.8 Execution of Deeds

- 5.8.1 If the Trustees are incorporated as a Board the Trustees shall obtain and adopt a common seal of the Board. The common seal of the Board shall be kept in the safe custody of the Administration Manager. The common seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the common seal is affixed shall be signed by a member of the Board and shall be countersigned by a second member of the Board or by some other person appointed by the Board for the purpose.

6 MEMBERSHIP COVERAGE**6.1 Admission of Members**

- 6.1.1 Only Local Authorities shall be eligible for admission as Members of the Fund.
- 6.1.2 A Local Authority shall not be admitted to membership without first entering into a Participation Deed with the Fund in the form and on the terms acceptable to the Trustees.
- 6.1.3 In executing a Participation Deed the Local Authority shall agree to be bound by the terms of this Trust Deed.

6.2 Withdrawal from Membership

- 6.2.1 Any Member may withdraw from membership of the Fund by giving notice in writing to the Trustees of its desire to withdraw from membership no later than two months before the end of any Fund Year, and their membership shall terminate at the end of that Fund Year.
- 6.2.2 Any notice in writing of a Member's desire to withdraw from membership may itself be withdrawn by the Member:
- (i) no later than two months prior to when termination of its membership would otherwise have taken effect, or
 - (ii) at any time within two months of when termination of membership would otherwise have taken effect if such notice is given within 14 days following a Damaging Event for which the Member has Coverage. In this circumstance the Member's Coverage from what would have been the Member's termination date may be limited by the Trustees in whatever way the Trustees think fit.
- 6.2.3 Members who have not given notice of their desire to withdraw from the Fund in accordance with clause 6.2.1 shall pay their Annual Contributions due for the following Fund Year.

6.3 Suspension or Termination of Membership

- 6.3.1 Membership of the Fund may be terminated or membership rights suspended, by resolution of the Trustees, in the event that a Member:
- (a) Refuses or fails to comply with the reasonable directions of the Trustees given for the purpose of minimizing or reducing the exposure, limiting the risks and diminishing the potential for loss or damage to its Infrastructure; or
 - (b) Refuses or fails to allow an audit of the Member's management of the risk to its Infrastructure; or
 - (c) Omits to make or unduly delays payment of its Annual Contribution; or
 - (d) Commits any breach of the provisions of this Trust Deed or its Participation Deed which in the opinion of the Trustees warrants the termination or suspension of membership.
- 6.3.2 A former Member may if so desiring re-apply for membership, but if successful shall not thereby gain any benefit credit or entitlement accruing consequent upon their former membership.

- 6.3.3 The action or decision of the Trustees in any matter relating to membership or suspension or termination of membership shall be final and binding.

6.4 Coverage

- 6.4.1 Coverage of Members shall commence from the later of the date of payment of the initial Annual Contribution (or part thereof if so agreed) and the Extraordinary Contribution (if any, or part thereof if so agreed) as required by the Trustees or such other date as may be agreed in writing by the Trustees.
- 6.4.2 There shall be no Coverage of Local Authorities that are not Members.
- 6.4.3 Upon termination or suspension of membership all Coverage shall cease from the date of termination or suspension as the case may be, and the Member shall not be eligible for Coverage until re-admission to membership (in the case of termination) or (in the case of suspension) the lifting of the suspension by further resolution of the Trustees, or the satisfaction of any pre-condition imposed for the automatic lifting of the suspension of the Member.
- 6.4.4 On termination of membership all claim, right, title or interest or benefit in the assets of the Fund shall forthwith cease.

7 GENERAL PROVISIONS RELATING TO CONTRIBUTIONS

7.1 Annual Contributions

- 7.1.1 The Trustees shall before the end of each Fund Year:
- (a) Fix the Asset Value of each Member's Infrastructure, having regard to:
 - (i) whether the Member has agreed with the Trustees for the relevant Infrastructure to be valued on a reinstatement basis, or whether the Member has agreed with the Trustees for the relevant Infrastructure to be valued on a replacement basis;
 - (ii) their Stated Value;
 - (iii) any actual valuation made of a Member's Infrastructure, or any parts of it;
 - (iv) any other measure (including valuations) which may enable or assist the Trustees to assess the value of Members' Infrastructure;
 - (v) any appropriate method or principles of valuation whether or not they are the same as those applied in any other valuation of the Members' Infrastructure or parts of it.
 - (b) Determine the approximate amount of total Annual Contributions to be sought from Members for the ensuing Fund Year having regard to:
 - (i) the combined Asset Values of Members as determined in clause 7.1.1(a) above; and
 - (ii) the risk or exposure of the Members' Infrastructure to Damaging Events; and
 - (iii) possible Deductibles; and
 - (iv) any other factors that seem relevant;
- 7.1.2 The Trustees shall after determining the approximate amount of the total Annual Contributions to be sought from Members for the ensuing Fund Year fix the Annual Contributions to be paid by individual Members, and in fixing the Annual Contributions to be paid by individual Members the Trustees shall have regard to:

- (a) The risk or exposure of the Member to a Damaging Event in its region compared with the risk or exposure of Members to Damaging Events generally;
- (b) The Asset Value of the Member, as determined by the Trustees pursuant to clause 7.1.1(a);
- (c) The likely availability to the Member of other monies by way of compensation, indemnity, replacement or subsidy for the loss or damage to its Infrastructure, including any payment from central government, from insurance claims, and any rights against persons not party to this Trust Deed;
- (d) The quantum of any Deductible for the Member which the Trustees may fix;
- (e) The state of repair, maintenance and condition generally of the Member's Infrastructure or parts of it;
- (f) The nature of any particular risks affecting the Member's Infrastructure;
- (g) Any refusal or persistent failure by the Member to comply with any reasonable directions given by the Administration Manager for the purpose of identifying and managing risk.

- 7.1.3 Members shall then be advised of the Annual Contribution payable by them, and the amount of any Deductible.

- 7.1.4 Notwithstanding anything hereinbefore contained the Trustees may adopt or determine such methods of setting Annual Contributions or Extraordinary Contributions as they in their absolute discretion think fit.

7.2 Method of Payment

- 7.2.1 Payment of the Annual Contributions shall be effected by the Members in accordance with any provisions of the Participation Deed for payment, or in the absence of any such provisions as from time to time determined by the Trustees.
- 7.2.2 Any unpaid Annual Contribution as determined by the Administration Manager shall be recoverable by the Fund as a debt with associated interest and recovery costs.

7.3 Disputes regarding Quantum of Annual Contributions

- 7.3.1 If the Member disputes the quantum of any Annual Contribution it shall give written notice to the Administration Manager within twenty-one days of receipt of advice of the quantum, following which the quantum of the Annual Contribution payable by the Member shall be reviewed by the Trustees, whose decision as to the appropriate quantum to be paid shall be final and binding.
- 7.3.2 Where the quantum of the Annual Contribution is not determined until after the date on which payment of the Annual Contribution was due, the Member shall have ten days following receipt of advice in writing of the determination of the dispute in which to pay the Annual Contribution.
- 7.3.3 Except as otherwise provided above the action or decision of the Trustees in fixing the Annual Contributions shall be final and binding.

7.4 Extraordinary Contributions

- 7.4.1 The Trustees may fix Extraordinary Contributions.
- 7.4.2 Subject to clause 7.1.4 in determining the quantum of any Extraordinary Contribution as a condition of entry to membership the Trustees shall have regard to:
- (a) The current value of the assets, and the amount of any liabilities of the Fund;
 - (b) Any other factors which seem relevant to the Trustees.

- 7.4.3 In determining the quantum of any Extraordinary Contribution being fixed for Coverage of a part or portion of a Fund Year the Trustees shall have regard to the Annual Contribution that would have been payable by the Member for Coverage for the full Fund Year and, that part or portion of the Fund Year for which Coverage is being provided.
- 7.4.4 Any decision of the Trustees regarding the quantum of any Extraordinary Contribution shall be final and binding.
- 7.4.5 Any Extraordinary Contribution fixed by the Trustees that is not paid may be recovered in the same way as an Annual Contribution including associated interest and recovery costs.

8 DISTRIBUTIONS FROM THE FUND

- 8.1 A Member may at any time within nine calendar months (time being of the essence) of a Damaging Event apply to the Trustees for a Distribution from the Fund in respect of any loss or damage caused to the Member's Infrastructure by that Damaging Event.
- 8.2 Upon receiving an application for a Distribution in respect of a Damaging Event, the Trustees shall satisfy themselves that:
- (a) the loss or damage is to Infrastructure;
 - (b) the loss or damage was caused by the Damaging Event.
- 8.3 Once the Trustees have satisfied themselves as to the matters specified in clause 8.2, they may make a Distribution to the Member in respect of its application, subject to:
- (a) any Asset Value or Stated Value of the Member's Infrastructure;
 - (b) the state of repair, maintenance and condition generally of the Infrastructure or of any particular parts of the Infrastructure before and after the Damaging Event for which the Distribution is claimed;
 - (c) the Member's Deductible;
 - (d) the expected availability when the Annual Contribution was set and the actual availability to the Member of other monies by way of compensation, indemnity, replacement or subsidy for the loss or damage to its Infrastructure, including any payment from central government, from insurance claims, and any rights against persons not party to this Trust Deed;
 - (e) the desirability of the Fund maintaining reserves for future Damaging Events;
 - (f) the length of time that the Member has been a Member of the Fund;
 - (g) any other factors which seem relevant to the Trustees.
- 8.4 The Trustees at their sole discretion will determine:
- 8.4.1 what (if any) Distribution will be made in any situation where in the Trustees' opinion the damage is a consequence of an act of war or terrorism;
- 8.4.2 for Fund Years commencing on or after 1 July 2019, whether an event that unfolds over more than three days is declared to be more than one Damaging Event for the purposes of deciding whether multiple applications of the Member's Deductible should apply.
- 8.5 Without being bound to see or being liable for not seeing to the application of any Distributions from the Fund, the Trustees shall take reasonable steps to ensure each Distribution from the Fund is applied by its Members for the reinstatement of their Infrastructure, and for that purpose, the Trustees may require from the Member reasonable evidences of the expenditure and may make progress payments.
- 8.6 The Trustees may also pay the whole or any part of the Fund to any other charity that is charitable under New Zealand law and has purposes similar or related to those of the Fund.

9 ALTERATION

9.1 Alteration of the Trust Deed

- 9.1.1 The Trustees may amend this Trust Deed in any way, subject to this clause 9.
- 9.1.2 The Trustees may by unanimous resolution of the Trustees present at any validly convened meeting revoke, vary or add to any of the provisions of this Trust Deed provided no such revocation, variation or addition may be made if it would result in the Fund ceasing to qualify for registration as a charitable entity under the Charities Act 2005 or would vary the terms of this proviso or would otherwise be inconsistent with the general charitable scope of the trusts contained in this Trust Deed.
- 9.1.3 Every amendment shall be conditional upon and come into effect upon the Settlor giving its consent in writing.
- 9.1.4 Amendments shall not be retrospective in effect.

9.2 Notice to Members

- 9.2.1 The Trustees shall notify Members forthwith in writing of every amendment to this Trust Deed made pursuant to these provisions.
- 9.2.2 Any accidental failure or omission on the part of the Trustees to give a Member notice as required by this clause, or its non-receipt by a Member, shall not affect the validity of the amendment.

9.3 Alteration of Participation Deeds

- 9.3.1 The Trustees, with the agreement of a Member, may from time to time:
- (a) Amend any of the provisions of the Participation Deed relating to the Member; or
 - (b) Cancel any Participation Deed and in substitution, enter into a new Participation Deed with a Member.

10 WINDING UP OF THE FUND

10.1 Procedures

- 10.1.1 The Trustees shall wind up the Fund and shall apply the provisions of this Clause in relation to every Member:
- (a) If the Trustees unanimously resolve that the Fund shall be wound up, and advise the Settlor accordingly, and the Settlor consents thereto; or
 - (b) Upon the determination of the trusts hereof; or
 - (c) Upon any insolvency of the Fund; or
 - (d) Upon any order of the Court that the Fund be wound up.
- 10.1.2 The Trustees shall within fourteen days after they have resolved to wind up the Fund, lodge a copy of that resolution with the Settlor and (the Settlor consenting thereto) with the Registrar of Incorporated Societies.
- 10.1.3 The Trustees shall for the purpose of winding up the Fund:
- (a) Ensure that final accounts of the Fund are prepared showing the financial position of the Fund as at the date on which the winding up commenced; and
 - (b) Ensure that those final accounts are audited; and
 - (c) As soon as practicable after the final accounts have been audited send a copy of those accounts to the Settlor and all the Members as at the date the winding up commenced.

10.2 Allocation of Proceeds

- 10.2.1 Members shall have no right or claim against the Fund on winding up except in respect of any application for a Distribution made prior to the commencement of the winding up.
- 10.2.2 The Trustee shall apply the proceeds of the Fund in accordance with the following priority:
- (a) First, in providing for the payment of the costs of the winding up;
 - (b) Secondly, in providing for the payment of all liabilities and debts of the Fund;
 - (c) Thirdly, paying any outstanding Distributions which the Trustees have resolved to pay any Member prior to the commencement of the winding up and remain unpaid at that date;
 - (d) Fourthly, in providing for payment of any Distributions for which applications have been made immediately prior to the commencement of the winding up;
 - (e) Finally, payment of any balance in the Fund is to be made or transferred to another organisation as decided by the Trustees that is charitable under New Zealand law and has purposes similar or related to those of the Fund, or in default of a decision by the Trustees, as directed by the Court pursuant to section 27 of the Act.

11 MISCELLANEOUS**11.1 Notices**

- 11.1.1 Any notice or document shall be deemed to have been served upon the Trustees if left at the registered office of the Fund or if sent through the post in a registered letter addressed to the Administration Manager at that office. Any notice or document shall be deemed to have been duly given to a Member, if given generally or sent to the Member at the address of the Member last known to the Administration Manager.
- 11.1.2 Any notice or document delivered by post shall be deemed to have been delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the envelope or wrapper containing it was properly addressed and posted. A statement signed by the Administration Manager that a notice was so addressed and posted to a Member and when, shall be conclusive evidence of those facts.

11.2 Succession

- 11.2.1 If the activities of any of the Appointors are assigned to or succeeded by any other undertaking (whether a corporation, association, partnership or natural person) then that other undertaking may, with the written approval of the Trustees as from the date of the assignment or succession, take the place of that Appointor for the purposes of the Fund, and assume all rights and obligations of that Appointor under the Trust Deed.
- 11.2.2 If the Trustees do not give their written approval of such other undertaking taking the place of that Appointor, then the Fund shall either be wound up in accordance with the provisions of this Trust Deed, or the Trustees may appoint another body to take over the role of that Appointor.

11.3 Waiver and Precedent

- 11.3.1 No failure by the Trustees to enforce any breach of any obligation or provision contained or implied in by this Trust, in one, or more instances shall constitute a waiver of the right of the Trustees to enforce any other provision, or any subsequent breach, whether against the same Member or another.
- 11.3.2 No action on the part of the Trustees or the Administration Manager whether taken in accordance with any specific provisions contained in this Trust Deed or otherwise shall be taken as a precedent for any like or similar action on either part and neither the Trustees nor the Administration Manager may thereafter be compelled to take similar or identical action consequent thereupon.

11.4 Office

- 11.4.1 The office of the Fund shall be at the offices of Civic Financial Services Limited, 116 Lambton Quay, Wellington, or at such other place as the Trustees may from time to time by resolution determine.

IN WITNESS WHEREOF this Deed has been executed on the day and year first hereinbefore written.

THE COMMON SEAL of the)
NEW ZEALAND LOCAL GOVERNMENT)
ASSOCIATION INCORPORATED was)
hereunto affixed in the presence of:)

Signed by)
JOHN MCGREGOR CARTER)
in the presence of:)

Signed by)
LANGLEY DAVID CAVERS)
in the presence of:)

Signed by)
ANDREW JAMES DALZIEL)
in the presence of:)

Signed by)
TIMOTHY REGINALD HOWARD DAVIES)
in the presence of:)

Signed by)
CHARLES STEWART HETT)
in the presence of:)

Signed by)
JOSHUA TRACY HICKS)
in the presence of:)

PARTICIPATION DEED

ADMITTING

.....

To membership of the
New Zealand Local Authority
Protection Programme Disaster Fund

THIS DEED is made the ___ day of _____ 202__.

BETWEEN **NEW ZEALAND LOCAL AUTHORITY PROTECTION PROGRAMME DISASTER FUND** ("the Fund") and **CIVIC FINANCIAL SERVICES LIMITED** ("the Administration Manager") (together called "the Administration")

AND being a Local Authority as defined in the Trust Deed ("the Member")

BACKGROUND

- A. The Trustees of the New Zealand Local Authority Protection Programme Disaster Fund are incorporated as a Board pursuant to the Charitable Trusts Act, 1957 ("the Board").
- B. The Fund is also registered as a charitable entity under the Charitable Trusts Act 1957.
- C. The Settlor of the Fund is the New Zealand Local Government Association Incorporated. The Settlor established the Fund as a self funding disaster protection scheme for the purposes of and for the objects set out in the original trust deed dated 29 June 1993. The trust deed was amended by deeds of variation dated 14 February 1997 and 5 June 2003. The trust deed was further amended and all amendments consolidated by a new trust deed dated 14 December 2007 and again on 12 July 2019 ("the Trust Deed").
- D. Civic Financial Services Limited is the Administration Manager of the Fund.
- E. The Trust Deed contains provision for Local Authorities to apply for membership of the Fund, and for their admission to membership of the Fund, on the terms required by the Board.
- F. The Member has applied to become a member of the Fund and is being admitted as a member on the terms and conditions contained herein.

NOW THIS DEED WITNESSES AND IT IS AGREED AND DECLARED

as follows:

1 MEMBERSHIP

Admission to Membership

1. The Member hereby covenants and agrees with the Administration to be bound by
 - (a) the terms of the Trust Deed, as if it were a party to the Trust Deed; and
 - (b) this Participation Deed;
 and acknowledges and accepts the powers, discretions and authorities of the Board, and the Administration Manager appointed pursuant to the Trust Deed, as provided in the Trust Deed.
2. In consideration of the Member agreeing to be bound by the terms of the Trust Deed, and of this Participation Deed, the Member is hereby admitted as a Member of the Fund.

Withdrawal, Suspension or Termination of Membership

Withdrawal from, termination and suspension of membership shall be effected in accordance with the provisions of the Trust Deed.

2 COVERAGE AND DEDUCTIBLE

Coverage

Coverage of the Member shall commence on the date appearing in the First Schedule and shall continue until the Member's membership of the Fund is either terminated, or the Member is suspended, as provided in the Trust Deed.

Deductible

The level of any deductible shall be fixed by the Board and the first such deductible shall be as provided in the First Schedule.

3 CONTRIBUTIONS AND DISTRIBUTIONS

Payment of Annual Contributions

1. The Member shall forthwith pay to the Fund the Annual Contribution set out in the First Schedule.
2. The Member shall pay to the Fund its Annual Contribution as determined by the Board, within 14 days of the commencement of each Fund Year, or as otherwise agreed by the Administration in writing.

Payment of Extraordinary Contributions

The Member shall forthwith pay to the Fund the Extraordinary Contribution set out in the First Schedule.

Distributions

1. The Member shall in making an application for a Distribution use any form of application which the Administration may prescribe, and shall from time to time provide such information as the Administration may reasonably require to enable it to consider the Member's application.
2. Any Distribution from the Fund shall be at the sole and absolute discretion of the Board, which shall, having regard to the factors set out in the Trust Deed, act in accordance with the objectives of the Fund and in the interests of all members.
3. The amount of the Deductible applying at the time of any Natural Disaster or Emergency or event shall be deducted from any Distribution from the Fund in respect of the same.

4 ASSET VALUES

Information Regarding Assets

1. The Member shall within 3 months of the commencement of each Fund Year or such lesser period as the Administration may from time to time advise:
 - (a) supply the Administration with any information regarding categories, details and condition of its Infrastructure, including any list of or register of its Infrastructure, both insured and uninsured, and any insurance particulars, which the Administration may reasonably require;
 - (b) state to the Administration in writing its estimate of the cost of reinstatement of its Infrastructure;
2. The Member shall advise the Administration of any additions or deletions to its Infrastructure, during the Fund Year.

5 RISK MANAGEMENT AND AUDIT**Risk Management**

The Member agrees to:

- (a) introduce and maintain such programs to identify, assess and control risks applicable to its Infrastructure, as may from time to time be reasonably required by the Administration; and
- (b) notify the Administration of any matters, events or things which might be reasonably considered relevant to the assessment and management of the risk or exposure of the Member's Infrastructure to Natural Disasters and Emergencies.

Audit of Infrastructure

The Member agrees that the Administration Manager may from time to time inspect and audit the Member's Infrastructure and all records and information pertaining thereto.

6 ALTERATION**Alteration of the Trust Deed**

- 1 The Member acknowledges that every alteration or amendment to the Trust Deed shall upon the consent of the Settlor being given in writing, be binding on the Member as to its terms and conditions, as if it were a party thereto.
- 2 This Participation Deed shall be deemed to be amended to the extent and in the manner (if any) required as a consequence of the amendment of the Trust Deed.

7 MISCELLANEOUS**Co-operation**

The Member agrees to take all such other actions and supply such information and assistance as the Administration may reasonably require from time to time in order to give effect to the provisions and purposes of the Trust Deed and this Participation Deed, including (without limitation) following any rules or guidelines or prescribed procedures required by the Administration, not being rules, guidelines or procedures inconsistent with this Participation Deed or the Trust Deed.

No Assignment

The Member may not assign its rights under this Participation Deed or any of its rights or obligations as a member of the Fund to any other person, or encumber, charge or otherwise dispose of any of its right, entitlement or interest in the Fund.

Notices

- 1 Any notice or document shall be deemed to have been served upon the Administration if left at the registered office of the Fund or if sent through the post in a letter addressed to that office.
- 2 Any notice or document shall be deemed to have been duly served on the Member, if delivered personally to the Member's chief executive officer, or if sent through the post to the Member at the address of the Member last known to the Administration.
- 3 Any notice or document delivered by post shall be deemed to have been delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing it was properly addressed and posted.

8 DEFINITIONS AND INTERPRETATION**Definitions**

- 1 Each of the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"the Trust Deed" means the consolidated Trust Deed dated 12 July 2019;

"the Board" means the Trustees of the Fund and vice versa.
- 2 The words and expressions used in this Participation Deed shall unless the context otherwise requires have the same definitions as given them in the Trust Deed.

Interpretation

- 1 Unless the context otherwise requires the same interpretations shall be placed on words and phrases used in this Participation Deed as contained in the Trust Deed.
- 2 In the event of any conflict between the terms and conditions of this Deed and the provisions of the Trust Deed, the provisions of the Trust Deed shall prevail.
- 3 Nothing in this Participation Deed shall be taken to excuse the failure of the Member to perform any and each of its obligations as a Member of the Fund, nor the commission of any act in breach of its obligations as a Member of the Fund, as set out in the Trust Deed.

FIRST SCHEDULE**Annual Contribution:**

The Annual Contribution for the period 31 October 202_ to 31 October 202_ is assessed at \$_____ plus GST.

Extraordinary Contribution:

The Extraordinary Contribution is assessed at \$_____ plus GST.

In consideration of the payment of the Extraordinary Contribution Council shall immediately be entitled to full rights of Fund Membership including any discount on the assessed Annual Contribution for future years that the Fund Trustees may declare from time to time.

Deductible:

The Deductible shall be

IN WITNESS WHEREOF this Deed has been executed on the day and year first herein before written.

THE COMMON SEAL of the NEW ZEALAND LOCAL AUTHORITY)
PROTECTION PROGRAMME DISASTER FUND was hereunto affixed)
in the presence of:)

THE COMMON SEAL of NEW ZEALAND LOCAL GOVERNMENT)
INSURANCE CORPORATION LIMITED was hereunto affixed)
in the presence of:)

THE COMMON SEAL of the COUNCIL)
was hereunto affixed pursuant to a resolution of the Council,)
in the presence of:)

16.3 REQUEST FOR COUNCIL REPRESENTATION - WAIMATE2GETHER

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: 1. Waimate2gether Letter - 24 March 2025 [↓](#) 

PURPOSE

1. For Council to consider Waimate2gether's request for a Council Representative.

BACKGROUND

2. At the 28 January 2025 Council Meeting, the current list of external groups and organisations that are assigned Council representatives was reviewed, in order to establish:
 - (a) if they were still fit for purpose; and
 - (b) if there are others we should have Council representation on that we currently don't? and
 - (c) the role/purpose of the Council representation, and is this role appropriate and useful?
3. The action (resolution) from that meeting is provided below:

16.5 REVIEW OF COUNCIL REPRESENTATIVES ON EXTERNAL GROUPS AND ORGANISATIONS

Council reviewed the current list of External Groups and Organisations assigned to Council representatives at the Inaugural Council Meeting held in October 2022.

Cr Peter Collins noted as Chair of Waimate2gether, he would not participate in the discussion or decision relating to the Waimate2gether group.

RESOLUTION 2025/1

Moved: Deputy Mayor Sharyn Cain

Seconded: Mayor Craig Rowley

1. That the Review of Council Representatives on External Groups and Organisations report is accepted; and
2. That Council removes Council representation from the below list of External Groups and Organisations, being
 - (a) Elephant Hill Drainage Committee;
 - (b) Lower Waihao Rural Water Committee
 - (c) Sport Canterbury Spaces & Places Plan Governance Group
 - (d) Pareora Catchment Committee
 - (e) Waimate Total Mobility Group (noting that Cr Begg requests that Community Link and the Waimate Community Vehicle Trust continue to lobby for the total mobility funding)
 - (f) St Andrews Recreation Reserve Committee;
 - (g) Waihao-Wainono River Rating Liaison Group
 - (h) Climate Change Steering Group; and
3. That Council approaches Waimate2gether (Pro-ject Waimate) regarding an offer to provide a Council Representative, if appropriate, and

4. For the rest of the current term of Local Government, Cr Peter Collins be Council's representative on the Anzac Group, and Cr Colin Pankhurst on the Waitaki Lakes Shorelines Authorities Committee.

CARRIED**Note:**

Council discussed representation on Hall Committees and Catchment Groups and agreed that any representation would be considered, if requested by the Hall Committee or Catchment Group.

Council also agreed that it was of benefit for the Climate Change Action Planning Reference Group to continue now that the Climate Change Partnership Plan has been completed, in order for Council's representative to provide input into action points and give a local perspective, and that the Mayor would raise this at the next Mayoral Forum when the item would be discussed.

4. Accordingly, a letter offering a Council Representative was sent to Waimate2gether on 20 February 2025, and their response was received on 24 March 2025. This letter is provided for the information of Council.

PROPOSAL

5. That Council considers Waimate2gether's request for a Council Representative and appoints a Councillor, taking into account the wording in Council's internal document "Elected Members Guide to the Waimate District Council":

In addition to Committee appointments, Council has appointed representatives to other groups and organisations. These roles may be a liaison role, which avoids conflicts of interest in decision-making at Council level, or representatives may have voting rights according to the constitution of the organisation, which may in turn create a conflict of interest on decision-making at Council level.

Options

6. That Council appoints a representative on to Waimate2gether and advises accordingly; or
7. That Council appoints a representative on to Waimate2gether at the Inaugural Council Meeting on 31 October 2025 when the new Council will appoint representatives onto external groups and organisations; or
8. That Council does not appoint a representative on to Waimate2gether.

ASSESSMENT OF SIGNIFICANCE

9. This item is deemed to be of low significance under Council's Significance and Engagement Policy.

CONSIDERATIONS

10. There are no other known considerations.

FINANCIAL

11. There are no known financial implications of Councillors assigned to external groups and organisations.

Cost-effectiveness

12. Cost-effectiveness has been considered.

RECOMMENDATION

1. That the Request for Council Representation – Waimate2gether report is accepted, and
2. That Council considers appointing a representative on to Waimate2gether and advises accordingly.

24/03/2025

Waimate2gether

Shearman St

Waimate

Dear Karalyn,

Thank you for your letter dated 20/02/2025.

Our committee is always seeking better ways to communicate and work with other organizations. We believe this has potential to bring greater benefits to our community. Your letter and offer was welcomed by our committee.

Waimate2gether met on the 12/3/2025 and agreed that a Council representative should bring advantages to both organisations. Thank you for this offer and we look forward to working with you to progress this offer further.

Yours Faithfully

Peter Collins

Chairman

16.4 RECONSIDERATION OF HERITAGE GRANT APPLICATION - WAIMATE HISTORICAL SOCIETY

Author: Di Lowry, Grants Administrator

Authoriser: Carolyn Johns, Community and Strategy Group Manager

Attachments:

1. Heritage Grant Criteria [↓](#) 
2. Waimate Historical Society requested additional information [↓](#) 
3. Waimate Historical Society Application Feb 2025 [↓](#) 

PURPOSE

1. To provide the relevant information for the Council to reconsider the heritage grant funding application from the Waimate Historical Society.

BACKGROUND

2. The Heritage grant is open for projects that include archaeological and traditional sites, buildings and sites with Historic Place classifications, notable and heritage trees, and other buildings or sites Council considers worthy of assistance and the recording of any aspect of the district's heritage.
3. There are two rounds per year, in February and August. A maximum of \$1,000 plus GST if applicable, and not more than 50% of the total cost of the project can be granted per application.

PROPOSAL

4. Waimate Historical Society is requesting funding to purchase storage materials for the safe and secure storage of records and objects within the collection, as well as borer bombs to help prevent and control insects within the complex.
5. The total cost of the project is \$1,003.65 plus GST. The applicant is requesting \$1,003.65 + GST. Note: There is no contribution offered from the applicant.
6. At the Council meeting 18 March 2025, this application "lay on the table" as Council requested more quotes and additional information. This is now available, with the total project costs being \$675.29. Please see Attachment 2.
7. The Historical Society have also made it clear that they will meet the 50% contribution necessary to complete the project.

OPTIONS

8. The Council supports the applicant up to 50% of the total which equates to either \$501.82 or \$337.64 depending on which quote is considered, or
9. The Council does not support the heritage grant application.

ASSESSMENT OF SIGNIFICANCE

10. This matter is not deemed significant under Council's Significance and Engagement Policy.

FINANCIAL

11. The Heritage Grant 111033512 reserve fund had a balance of \$5,252.26 as at 30 June 2024, less \$1,000 allocated to an applicant in August 2024, leaving a balance of \$4,252.26. Therefore this proposal can be accommodated.

COST-EFFECTIVENESS

12. Cost-effectiveness consideration is not applicable.

RECOMMENDATION

1. That the Reconsideration of Heritage Grant Application – Waimate Historical Society report is accepted; and
2. That Council considers the Heritage Grant application from the Waimate Historical Society.

HERITAGE GRANT CRITERIA AND ELIGIBILITY



ELIGIBLE PROJECTS

- Archaeological and traditional sites.
- Buildings and sites with Heritage New Zealand classifications and/or listed in the Waimate District Plan.
- Other buildings or sites the Council consider worthy of assistance.
- Notable and heritage trees.

ELIGIBLE WORK

- In the case of heritage value buildings, preference will be given to assisting with the restoration or strengthening of the structure or fabric.
- In the case of heritage or notable trees, preference will be given to work to enable conservation or protection of the tree/s.
- Recording any aspect of the District's heritage.
- Funding priority will be given to buildings and sites that are in public ownership, eg community enhancement groups, incorporated societies, trusts etc.

INELIGIBLE APPLICATIONS

- Projects for ordinary maintenance and repair of heritage buildings and sites, with the exception of war memorials.
- Projects for Council owned heritage buildings or heritage sites.
- Ongoing operational costs e.g. office rental, salaries.
- Costs that cannot be verified with appropriate quotes.
- Activities that have already begun and/or been completed (unless of a staged nature).
- Fundraising activities.
- Any other reason the Council considers not appropriate for funding.

CONDITIONS OF ASSISTANCE

- The projects for which grants are sought **must** be capable of completion within one year of receiving the grant. Refunds **may be** requested if the project is not completed within the one year.
- Applicants will be asked for proof of their project being finalised by completing an **accountability form**.
- Future applications **will not** be considered by Council unless a project accountability form has been completed by the original applicant for previous funding within two months of project completion.
- Applications must include two (2) written quotes.
- Applicants may be requested to supply additional information.

You may also be asked to:

- Agree to registration of the heritage building, tree or site in the Waimate District Plan; and/or
- A Heritage New Zealand Pouhere Taonga Act covenant; and/or
- A QEII National Trust covenant.

MISCELLANEOUS

- Not more than 50% of the total cost of a project will be granted from the fund, up to a maximum of \$1,000.

FURTHER INFORMATION

For assistance in applying for a Heritage Grant please contact:

Grant Administrator
Phone: 03 689 7771
Email: info@waimatedc.govt.nz

Drop into:
Waimate Information Centre
15 Paul Street
Waimate

Post to:
Waimate District Council
P O Box 122
Waimate 7960

**Waimate Historical Society Application for Waimate District Council
Heritage Grant 2025**

Additional Covering Comments – 20 March 2025

The Waimate Historical Society is prepared and expecting to cover the remaining 50% cost of the project, should Council approve the Grant.

After discussions with the Board and further research we have broadened our options and included pricing for the Fumigators from Mitre10. Please note these prices include GST on the screenshots provided. The revised totals for these items on our application are adjusted as follows to account for these prices:

Fumigator 20g – 9 units	\$179.84 (ex GST)
Fumigator 100g – 2 units	\$137.37 (ex GST)

This would make our adjusted Total Project Cost \$675.29.

Regarding the Polypropylene Sheets and Nylon Rivets – Conservation Supplies are the only New Zealand based provider of this equipment at archival quality. While there are other companies offering archival quality storage options (such as Port Nicholson Packaging), their options are ready-made and custom-made finished boxes. Purchasing the sheets and rivets allows us to make packaging for delicate items in-house and to our individual needs as required. For a smaller institution such as the Waimate Historical Society, ready-made archival storage options are not economically viable or practical.

3/20/25, 10:43 AM

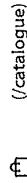
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Kiwicare NO Bugs Super Insect Control Fumigator 20g

\$22⁹⁸ each

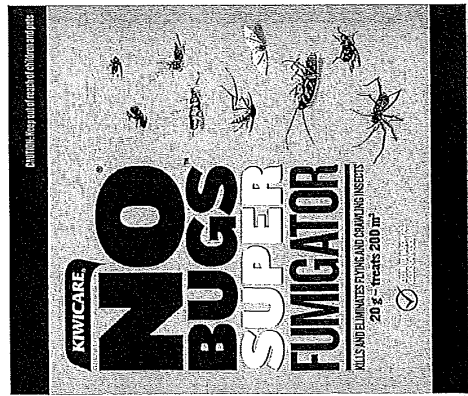
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each

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MODEL: 1057

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4 interest free payments of \$19.75

More info

Buy Online

Click & Collect

Choose a store

Delivery

Add delivery location

MITRE10

NO BUGS SUPER FUMIGATOR

KILLS AND ELIMINATES FLYING AND CRAWLING INSECTS

100 g - treats 1000 m²

Hover to zoom

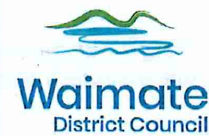
https://www.mitre10.co.nz/shop/kiwicare-super-insect-control-fumigator-100g/p/319801

1/3

Item 16.4 - Attachment 2

Page 100

GRANT APPLICATION


☒ Heritage

☐ Recreational Track

☐ WDC Community

☐ WDC Sports

1. Full name of organisation, group, or individual:

Waimate Historical Society

2. Address of organisation, group, or individual:

28 Shearman Street,
Waimate



3. Name and address of contact person:

Karen Briscoe (Office Coordinator)
28 Shearman Street,
Waimate

Telephone number: Day 03 689 7832

Night -

Email admin@waimatemuseumandarchives.org.nz

4. Are you GST registered?

Yes ☒ Do **NOT** include GST in your budget*

No ☐ Include GST in your budget

GST number: 029147280

5. Objectives of your organisation (use separate sheet if necessary).

To enable people to explore the cultural and natural history of the Waimate District.

To preserve, present and promote the history of the Waimate District.

To maintain this local community museum to regard all those seeking information and knowledge with dignity and respect.

6. Describe the project for which you are seeking financial assistance (use separate sheet if necessary).

Collection protection and preservation - storage materials for safe and secure storage of records and objects within the collection, and borer bombs to help prevent and control insects within complex buildings.

7. Project timeline.

Start date:

1 March 2024

Completion date:

Ongoing

*If you are GST registered we will contact you for a GST invoice after the grant decision has been made

A. PO Box 122, Waimate 7960 | P. +64 3 689 7771 | E. info@waimatedc.govt.nz | W. waimatedc.govt.nz | Page 1 of 3

8. What is your organisation's contribution to the project
(please include both financial and volunteer contribution)?

\$
\$
\$
\$

Total own contribution: (8) 0

9. Please detail all other sources of funding received relevant to this project

\$
\$
\$
\$

Total other funding: (9) 0

10. Have you applied to any other organisation for funding for this project?

Result date (if known)	Grant	Amount Requested
------------------------	-------	------------------

\$
\$
\$

11. Please detail the complete costs of the project. Please include at least two quotes where relevant.
(If you are GST registered do not include the GST.)

Impact Archive Boxes - 20 units (\$4.35 per box)	\$87.00
Polypropylene Sheets White 3.3mm 20 pack	\$246.30
Nylon Rivets RR2 10mm Head 8.8mm length 16 pack - 5 packs	\$24.78
Fumigator 20g - 9 units	\$368.37
Fumigator 100g - 2 units	\$277.20

Total project cost: **\$1003.65**

Less own contribution: (8) 0

Less other funding: (9) 0

Total requested from Council: \$1003.65 (ex GST)

12. Has your organisation previously received a grant from Council within the last five (5) years?
If so, state years received and amounts.

Year	Grant	Amount
2024	Community Grant - Internal Security	\$2264.76 (ex GST)
2021	Heritage Grant - Digitisation	\$622.00 (ex GST)
		\$
		\$
		\$

13. Who will benefit from the grant to your organisation?

Staff, volunteers, and visitors will all benefit.

These items are part of the essential conservation work in and around our complex, and help maintain the safety of documents, photographs, and objects within our collection. The pest control items are also essential for the long term protection and care of our buildings. This work helps ensure that our facilities will still be here for the community and visitors to enjoy for many years to come.

YOUR DECLARATION

We hereby declare that the information supplied in this application is correct. If the application is successful, we agree to provide an accountability report with receipts (which will be sent to us with our grant) stating that the funding received has been spent on the project/programme/service or activity stated in this application. We also agree to participate in any funding audit of our organisation conducted by Waimate District Council.

We also consent to Waimate District Council collecting, retaining and using the personal contact details of the persons listed in this application. We confirm that we obtained the consent of the persons listed in this application to provide these details and we have the authority to commit the organisation to this application. We acknowledge our right to have access to this information. This consent is given in accordance with the Privacy Act 1993.

Name: Karen Briscoe

Signature of applicant: Karen Briscoe
Typing your name is the equivalent of a handwritten signature.

Position of signatory: Office Coordinator

Date: 19/2/25

Checklist

Have you:

- Answered every question?
- Attached at least two quotes where relevant?
- Attached a copy of your most recent reviewed Annual Accounts (not older than 12 months)?
- Attached proof of bank account number (printed/verified deposit slip or bank statement)?
- Attached all other relevant documents?
- Returned your accountability form (if you have previously received a grant)?

QUESTIONS AND COMPLETED APPLICATIONS

Grant Administrator
Phone: 03 689 7771
Email: info@waimatedc.govt.nz

Drop into:
Waimate Information Centre
15 Paul Street
Waimate

Post to:
Waimate District Council
P O Box 122
Waimate 7960

A. PO Box 122, Waimate 7960 | P. +64 3 689 7771 | E. info@waimatedc.govt.nz | W. waimatedc.govt.nz | Page 3 of 3

**Waimate Historical Society Application for Waimate District Council
Heritage Grant February 2025****Covering Comment – Quotes**

We have only provided one quote for the items from Conservation Services as, to the best of my knowledge, they are the only supplier of such specialty archival equipment in New Zealand.

We have also only provided one quote for the fumigators as Waimate ITM is our preferred supplier and we endeavour to support local businesses wherever possible.

WHS Application – WDC Heritage Grant Feb 2025

Covering Comments – Quotes

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EX GST

EST

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[ARCHIVE & STORAGE BOXES](#)
[FM ARCHIVE STORAGE BOX FILE 384X284X262MM WHITE](#)

FM Archive Storage Box File 384x284x262mm White

Code: 2331403 Unit: Each (Order 15 to receive one Bundle)

FM Archive Storage Box in White is ideal for storage and archiving. This is a standard strength A4 storage box that is strong, portable and stackable. It features triple ends, double sides and double bottom construction making it suitable for regular standard strength...

[Read More](#)

In Stock

Easy Online Returns

Ships within 2 business days

1

+

-

ADD TO CART

\$6.79 ex GST

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All categories

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Fluted Polypropylene White 3.3mm

SKU: BRD05/3/1/P20

Quantity: 20 Pack

Price: \$283.25

Stock: In stock

Quantity: 1

Add to cart

10 Pack

20 Pack

Description

Specs

An inert polypropylene board. It contains no chemicals that will harm objects. It will not support

CONSERVATION SUPPLIES

Preserve. Protect. Treasure.

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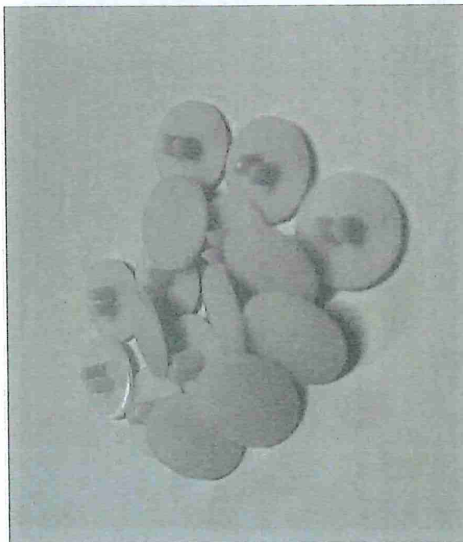


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All categories

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Rivets

SKU: RR2/PK

Size: RR2/PK

RR1/PK

RR2/PK

RR3/PK

RR4/PK

Price:

\$5.70

Stock:

In stock

Quantity:

1

Add to cart

Description

Specs

These nylon rivets are used in place of staples and glue to hold boxes together.

Two are needed to make a complete rivet, sixteen rivets are needed per box.

Sold in packs of 16.

Available in 4 sizes - RR1, RR2, RR3 and RR4

GST: 135 239 025





1888 1889

1889 1890

1890 1891

1891 1892

1892 1893

1893 1894

1894 1895

1895 1896

1896 1897

Annual Report

Waimate Historical Society Inc
For the year ended 31 March 2024

Prepared by HC Partners LP



Contents

- 3 Entity Information
- 5 Approval of Financial Report
- 6 Statement of Service Performance
- 7 Statement of Receipts and Payments
- 8 Statement of Resources and Commitments
- 9 Statement of Accounting Policies
- 10 Notes to the Statements of Receipts and Payments
- 14 Independent Reviewer Report



Entity Information

Waimate Historical Society Inc For the year ended 31 March 2024 Cash Basis

'Who are we?', 'Why do we exist?'

Our Vision: To honour our evolving heritage

Legal Name of Entity

Waimate Historical Society Inc

Entity Type and Legal Basis

Incorporated Society and Registered Charity

Registration Number

Incorporated Society number 1955/2

Charity Registration CC27916

Entity's Purpose or Mission

Preserving the Past for the Future. To collect, preserve and display books, papers, machinery and articles of historical interest and illustrative of the manners, customs and events of the past.

To collect and file photographs and pictures that provide a pictorial record of the history of Waimate.

To collect and place on record such descriptions, anecdotes and reminiscences of the past as can be obtained from early settlers and their descendants.

To carry out these objectives in accordance with the Society's Collection Policy adopted by the society and in accordance with the criteria for societies holding a charitable status.

Entity Structure

Registered Charity. Governance by a committee of 8 - Chair, Treasurer, 6 committee members.

Staff of 3 - Office Co-ordinator 20 hours per week, Archivist 11.5 hours per week, Collection Officer 5 hours per week. Open public entry to seven buildings out of a total of twelve. Main building is a Category 1 historical building - Waimate Courthouse. Archive storage and retrieval for Waimate District.

Chairperson:

Edwina Swingler

Secretary:

Karen Briscoe

Financial Officer:

Charmaine Douglas

Committee:

Jenny Darcy

David Welch

Anna Clarkson

Tracy Tate

Council Representative

Rick Stevens

Entity Information**Incorporation Date**

14 February 1955

IRD Number

029-147-280

Bankers

Bank of New Zealand

Main Sources of Entity's Cash and Resources

Contract for Services from Waimate District Council - critical to the ongoing work of the Society. Annual Bookarama Fundraising - which raises around 30% of total income.
Interest from bequests invested in term deposits.
Also grants obtained for specific purposes largely from the Mid and South Canterbury Community Trust and the Lotteries Foundation

Main Methods Used by Entity to Raise Funds

Grant applications for specific purposes
Waimate District Council - contract for service
Annual Bookarama. This is held over 6 days and is manned by approximately 10 volunteers catering to thousands of members of the public. Annual Street raffle.
Movie Fundraisers

Entity's Reliance on Volunteers and Donated Goods or Services

Our volunteers play a vital part in the success of the society. Around 1,334 hours of works were undertaken in 2022/2023 by volunteers. Volunteers help to maintain exhibits, buildings, grounds, cleaning, staffing the Museum entry and are also responsible for the compliance and employment of our paid staff.

Physical Address

28 Shearman Street, Waimate 7924

Postal Address

28 Shearman Street, Waimate 7924

Other Contact Details

Telephone: 03 689 7832

Email: admin@waimatemuseumandarchives.org.nz

Website: waimatemuseumandarchives.org.nz

Facebook: Waimate Museum & Archives



Approval of Financial Report

Waimate Historical Society Inc For the year ended 31 March 2024

The Committee are pleased to present the approved financial report including the historical financial statements of Waimate Historical Society Inc for year ended 31 March 2024.

APPROVED

Charmaine Douglas

Financial Officer

Date 25th Oct 2024

Edwina Swingler

Chairperson

Date 25 October 2024

Statement of Service Performance

Waimate Historical Society Inc For the year ended 31 March 2024

Description of Entity's Outcomes

Archiving of Waimate's past. Cataloguing, storage & preservation of objects donated pertinent to the district. Exhibiting items both from Archives and Collections. Leverage with other groups for growing awareness of our district's heritage.

	2024	2023
Description and Quantification of the Entity's Outputs		
Archives research requests	125	220
Collections - items accepted	24	235
Archives Visitors	29	70
Visitors to collections on line	3,408	5,676

Additional Output Measures

School & ECE visits: These groups visit regularly. Schools in Waimate visit the museum using EOTC teachers attached to South Canterbury museum. Sometimes subject specific e.g. life during WWI, and sometimes an old fashioned classroom experience in the old school building on site.

Rural interest: The museum holds a large collection of old farm machinery and implements. These items have been donated from the wider Waimate district including Hakataramea, Makikihi and surrounding areas.

Maori - The local iwi has worked closely with the museum to create a visual history of what life was like in the area in pre-European times.

We also have visits from local interest groups like the Women's Institutes, Scout and Cub Packs to further their knowledge of the regions history.

	2024	2023
Volunteer Hours		
Museum	450	420
Archives	111	114
Bookarama	800	800

	2024	2023
Visitors		
Archives	29	70
Museum	962	828



Statement of Receipts and Payments

Waimate Historical Society Inc
For the year ended 31 March 2024

	NOTES	2024	2023
Operating Receipts			
Donations, fundraising and other similar revenue	1	16,531	17,995
Fees, subscriptions and other receipts from members	1	1,456	874
Receipts from providing goods or services	1	74,070	67,865
Interest, dividends and other investment receipts	1	3,250	750
Total Operating Receipts		95,308	87,483
Operating Payments			
Volunteer and employee related payments	2	51,105	48,634
Payments relating to providing goods or services	2	23,101	27,761
Other Expenses	2	2,982	989
Total Operating Payments		77,187	77,383
Operating Surplus or (Deficit)		18,120	10,100
Capital Receipts			
Receipts from investments		-	25,000
Reserve funds received		-	42,000
Eftpos received on behalf of others		677	-
Total Capital Receipts		677	67,000
Capital Payments			
Payment for property, plant and equipment		-	1,482
Total Capital Payments		-	1,482
Increase/(Decrease) in Bank Accounts and Cash		18,797	75,618
Cash Balances			
Cash and cash equivalents at beginning of period		98,852	23,234
Cash and cash equivalents at end of period		117,649	98,852
Net change in cash for period		18,797	75,618

These financial statements should be read in conjunction with the accompanying notes and Reviewers Report.

Annual Report Waimate Historical Society Inc



Page 7 of 14



Statement of Resources and Commitments

Waimate Historical Society Inc
For the year ended 31 March 2024
Cash Basis

	NOTES	2024	2023
Bank Accounts and Cash			
Represented by:			
General Account		116,151	97,672
Ashworth Savings Account		1,052	889
Dempsey Reserve Account		287	122
Petty Cash		91	100
Petty Cash Archives		69	69
Total Bank Accounts and Cash		117,649	98,852

	NOTES	2024	2023
Other Resources			
Property, Plant and Equipment			
Land & Building		731,371	731,371
Plant, fixtures & equipment		70,094	70,094
Total Property, Plant and Equipment		801,465	801,465
Investments			
Term Investment 03035		82,200	79,972
Total Investments		82,200	79,972
Total Other Resources		883,664	881,437

Included in Property, Plant and Equipment is Land and Buildings of \$731,371, which has a Rateable Value of \$1,075,000.

The society also occupies a further property which is owned by the Waimate District Council.

Term Investment 03035 has been invested for 180 days

	NOTES	2024	2023
Commitments			
Current			
Creditors and Accrued Expenses			
GST		(361)	(279)
Total Creditors and Accrued Expenses		(361)	(279)
Employee Cost Payable			
PAYE Payable		838	832
Total Employee Cost Payable		838	832
Total Current		477	553
Total Commitments		477	553

These financial statements should be read in conjunction with the accompanying notes and Reviewers Report.

Annual Report Waimate Historical Society Inc

Page 8 of 14





Statement of Accounting Policies

Waimate Historical Society Inc For the year ended 31 March 2024

Basis of Preparation

The entity is permitted by law to apply PBE SFR-C (NFP) Public Benefit Entity Simple Format Reporting - Cash (Not for Profit) and has elected to do so as the Society is not publicly accountable and expenditure is under \$140,000. All transactions are reported in the Statement of Receipts and Payments and related Notes to the Performance Report on a cash basis.

Goods and Services Tax (GST)

The entity is registered for GST. Therefore amounts recorded in the Performance Report are exclusive of GST (if any). GST owing, or GST refunds due as at balance date are shown in the Statement of Resources and Commitments.

Income Tax

Waimate Historical Society Inc is wholly exempt from New Zealand income tax having fully complied with all statutory conditions for these exemptions.

Bank Accounts and Cash

Bank accounts and cash in the Statement of Cash Flows comprise cash balances and bank balances (including short term deposits) with original maturities of 90 days or less.

Property Plant & Equipment

Property Plant & Equipment has been recorded at opening book value as at 31 March 2014, plus cost price since 1 April 2014.

Changes in Accounting Policies

There have been no changes in accounting policies. All policies have been applied on a basis consistent with those from the previous performance report.



Notes to the Statements of Receipts and Payments

Waimate Historical Society Inc
 For the year ended 31 March 2024
 Cash Basis

	2024	2023
1. Analysis of Revenue		
Donations, fundraising and other similar revenue		
Donations		
Donations - General	1,781	1,324
Donations - Archives	350	100
Donations - Genealogy Group	86	2,722
Donations - Train Station model	156	-
Donations - Door	890	434
Total Donations	3,263	4,580
Fundraising Income		
Fundraising Bookarama	13,268	13,415
Total Fundraising Income	13,268	13,415
Total Donations, fundraising and other similar revenue	16,531	17,995
Fees, subscriptions and other revenue from members		
Members Subscriptions	1,456	874
Total Fees, subscriptions and other revenue from members	1,456	874
Revenue from providing goods or services		
Grant from Helping Hands		
Helping Hands Grant	1,739	-
Total Grant from Helping Hands	1,739	-
Grants from Other		
Archivist Training/Courses	-	261
Hardship Fund Grant	25,000	23,500
Total Grants from Other	25,000	23,761
Grants from Waimate District Council		
Council Levy - Contract Services	43,546	41,081
Total Grants from Waimate District Council	43,546	41,081
Other Revenue		
Advertiser	180	230
Archives Revenue	509	603
Book Sales	882	592
Door Charges	85	-
Museum Services	10	22
NZSG Waimate Branch	40	17
Photocopying Sales	798	594
Photos - Archives	1,257	965

Notes to the Statements of Receipts and Payments



	2024	2023
Research	26	-
Total Other Revenue	3,786	3,024
Total Revenue from providing goods or services	74,070	67,865
Interest, dividends and other investment revenue		
Interest	5,478	3,533
Total Interest, dividends and other investment revenue	5,478	3,533
	2024	2023
2. Analysis of Expenses		
Volunteer and employee related costs		
ACC	115	80
KiwiSaver Employer Contributions	1,485	1,410
Accommodation /Travel	-	5
Wages	49,504	47,140
Total Volunteer and employee related costs	51,105	48,634
Costs related to providing goods or services		
Advertising	191	39
Archives Expenses	2,438	1,954
Bank Fees	25	28
Collections Expenses	11	134
Courthouse Expenses	3,207	1,522
Donations	250	-
Eftpos Lease and Paymark fees	767	763
Fundraising	199	760
Insurance	3,359	-
NSTP Travel grant	-	297
Office Expenses	497	52
Office Expenses General	1,094	562
Phone - Archives	1,178	1,051
Phone - Museum	1,063	949
Photocopier Expense	1,869	1,120
Power - Archives	1,863	1,615
Power - Museum	1,269	2,129
Rates	1,216	1,163
Repairs and Maintenance Buildings	792	2,835
Security	527	958
Subscriptions	559	527
Waimate Daily Advertiser - Digitisation Work	-	8,588
WFHH	-	26
Subscriptions	729	688
Total Costs related to providing goods or services	23,101	27,761



Notes to the Statements of Receipts and Payments



	2024	2023
Other expenses		
Accountancy	900	-
Audit	2,000	1,500
GST	82	(511)
Total Other expenses	2,982	989
	2024	2023
3. Committed Funds		
The Syd Blair Machinery reserve	-	6,953
The Advertiser fund	-	9,271
The Isobel Dempsey reserve	42,000	42,000
Total Committed Funds	42,000	58,224

The Syd Blair Machinery Reserve: was for the restoration of farm equipment and unique Waimate machinery. It was used to restore and ensure ongoing certification of the Hornsby engine and also the restoration and certification of the Chair O Plane. As the funds have been used we are only able to maintain the Hornsby engine on an ongoing basis, and current review is ongoing with regards to the Chair O Plane.

As per receipts previously provided the funds were exhausted in 2023.

The Advertiser fund: was for the production of eight volumes of the collected issues of the Waimate Advertiser for sale to the public, and for preservation of the originals. Initial funds did not cover the full cost of this, and ongoing sales of the volumes contribute to recouping our additional costs.

These funds were exhausted before 2023.

The Isobel Dempsey Reserve: Is funds that was set aside for the upkeep and maintenance of the Genealogy House which is now known as the Dempsey Research Centre. This is to ensure these funds can be fully utilised according to the wishes set out by the donor. Those wishes are to maintain and upkeep records pertaining to family history and research facilities for descendants of the Waimate District.

As this is a permanent building it is part of a maintenance programme to ensure the facilities are fit for purpose. There is no fixed end date to the use of this fund.

Management of funds: The funds are held in a dedicated term deposit and may only be accessed once a motion is passed by the Board for any specific use of part of the fund. This requires two authorities with the bank.

4. Commitments

There are no commitments as at 31 March 2024 (Last year - nil).

5. Contingent Liabilities and Guarantees

There are no contingent liabilities or guarantees as at 31 March 2024 (Last year - nil).

6. Related Parties

There were no transactions involving related parties during the financial year.

7. Events After the Balance Date

There were no events that have occurred after the balance date that would have a material impact on the Performance Report (Last year - nil).



Notes to the Statements of Receipts and Payments



8. Ability to Continue Operating

The entity will continue to operate for the foreseeable future.

Annual Report Waimate Historical Society Inc



Page 13 of 14

16.5 DOWNLANDS WATER SCHEME COMMITTEE JOINT COUNCIL APPOINTMENT - MR JAMIE EGGLETON

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: 1. **Joint Committee Agreement - Downlands Water Scheme** [↓](#) 
2. **Email Cr Rit Fisher MDC 27 March 2025** [↓](#) 

PURPOSE

1. For Council to consider appointing a new Waimate and Mackenzie District Council Representative on the Downlands Water Scheme Joint Committee, Mr Jamie Eggleton.

BACKGROUND

2. In the attached Downlands Water Scheme Joint Committee Agreement 'Terms of Reference 5: Membership', it specifies that each member council appoints an elected member as a representative. Accordingly Council re-appointed Cr Sandy McAlwee at the Inaugural Council Meeting on 25 October 2022.
3. The Terms of Reference also notes that member councils may jointly appoint an additional member who can be a technical expert, or someone with skills and knowledge; and that appointment shall be made by notice in writing to the Timaru District Council.
4. At the 28 January 2025 Council Meeting, Council received notification from long-standing Mackenzie and Waimate District Council representative on the Downlands Water Scheme Joint Committee Mr Bill Wright of his resignation.
5. The action (resolution) from that meeting is provided below:

16.4 RESIGNATION OF COUNCIL'S JOINT REPRESENTATIVE ON DOWNLANDS JOINT STANDING COMMITTEE

Council formally received the resignation of Council's additional joint representative on the Downlands Joint Standing Committee and discussed any replacement.

RESOLUTION 2025/1

Moved: Mayor Craig Rowley

Seconded: Cr Sandy McAlwee

1. That the Resignation of Council's Joint Representative on the Downlands Joint Standing Committee report is accepted; and
2. That Council consults with Mackenzie District Council on a replacement on this Committee accordingly.

CARRIED

Note:

Council noted a letter of appreciation has been sent to Bill Wright from the Mayor, and conversations on a suitable joint council replacement would be held between the Mayors and Downlands Councillors.

6. Following discussions between Cr Sandy McAlwee, Cr Rit Fisher of Mackenzie District Council, Mayors, and other members of the Downlands Water Scheme Joint Committee, an approach was made to Mr Jamie Eggleton, who has accepted the position.
7. An email confirming this is attached for the information of Council.

8. Mr Jamie Eggleton has been invited to attend this Council meeting if he is available, and hopes to join Council for morning tea.
9. The next scheduled meeting of the Downlands Water Scheme Joint Committee is Monday 14 July 2025.

PROPOSAL

10. That Council ratifies Mr Jamie Eggleton as Council's Joint Representative on the Downlands Water Scheme Joint Committee, and advises Timaru District Council, as the scheme manager.
11. Mackenzie District Council will also accordingly ratify the joint representative.

ASSESSMENT OF SIGNIFICANCE

12. This matter is deemed to be of low significance under Council's Significance and Engagement Policy.

CONSIDERATIONS

13. There are no other known considerations.

FINANCIAL

14. There are no budget considerations, as the joint council representative does not receive any remuneration.

RISK

15. The ability to have an additional voice representing Waimate and Mackenzie Districts, and vote, is lost if Council decides they do not wish to pursue a replacement.

RECOMMENDATION

1. That the Downlands Water Scheme Committee Joint Council appointment – Mr Jamie Eggleton report is received; and
2. That Council ratifies Mr Jamie Eggleton as Waimate and Mackenzie District Council's Joint Representative on the Downlands Water Scheme Joint Committee, and that Timaru District Council is advised accordingly.

Joint Committee Agreement–Downlands Water Scheme

Date: 14th December 2021

Parties

- (1) Timaru District Council
- (2) Waimate District Council
- (3) Mackenzie District Council

Background

- A. The Downlands Water Scheme is a joint water scheme between Timaru District Council, Waimate District Council and Mackenzie District Council, jointly owned by the Councils in the following proportions:
 - (i) Timaru District Council: 82%;
 - (ii) Waimate District Council: 14%; and
 - (iii) Mackenzie District Council: 4%.
- B. The Councils have appointed a joint committee in relation to the Downlands Water Scheme in accordance with clause 30A of Schedule 7 of the Local Government Act 2002 and are parties to a Joint Committee Agreement regarding the Downlands Water Scheme (**2015 Joint Committee Agreement**).
- C. Under the 2015 Joint Committee Agreement management of the Downlands Water Scheme has been delegated to Timaru District Council.
- D. The parties wish to enter into this Agreement to provide greater certainty on matters such as:
 - a. the ownership of the Downlands Water Scheme;
 - b. the scope of, and limits to, the powers that are delegated by the Councils to the Joint Committee; and
 - c. the scope of, and limits to, the powers that are delegated to Timaru District Council as manager of the Downlands Water Scheme,

and to record agreements they have reached regarding the current \$26m Te Ana Wai upgrade of the Downlands Water Scheme (**Te Ana Wai Project**) and the loan funding required for that and other capital works projects.

By this Deed

1. Definitions

- 1.1 In this Agreement, the following terms have the following meanings:

2015 Joint Committee Agreement means the 2015 'Agreement in Relation to Joint Standing Committee for Governance of the Downlands Water Supply Scheme' entered into between the Councils under clause 5 of Schedule 1AA and clause 30A of Schedule 7 of the Local Government Act 2002.

Agreement means this agreement including its Schedules, as amended from time to time.

Councils means Timaru District Council, Waimate District Council and Mackenzie District Council (each a **Council**).

Downlands Water Scheme means the joint water scheme between the Councils known as the Downlands Water Scheme, as renewed, upgraded, extended and amended from time to time. An overview of the Downlands Water Scheme as at February 2021 is set out in Schedule 1.

Joint Committee means the joint committee appointed by the Councils in accordance with clause 30(1)(b) of Schedule 7 of the Local Government Act 2002 known as the Downlands Water Scheme Joint Committee.

Management Services means the services to be provided by Timaru District Council under this Agreement as Manager of the Downlands Water Scheme.

Manager means Timaru District Council, in its role as manager of the Downlands Water Scheme.

Ownership Proportions means each Councils' joint ownership proportion of the Downlands Water Scheme set out in clause 3.1 as amended from time to time in accordance with clause 3.3.

Te Ana Wai Project means the \$26m Te Ana Wai upgrade of the Downlands Water Scheme being undertaken (project managed by Timaru District Council) to provide rural consumers with a more secure, dependable, high quality water supply. The upgrade will facilitate the supply of additional water to existing consumers and water for new consumers within the scheme area. There will also be an additional water treatment process which will ensure compliance with Drinking Water Standards. The project involves the following components:

- (a) pipeline Upgrade from Davison Road to Cave;
- (b) pipeline replacement from Cave to Richardson Road;
- (c) construction of a raw water reservoir and a treated water reservoir at Richardson Road;
- (d) upgrading the existing water supply intake infiltration gallery within the Te Ana Wai River; and
- (e) construction of a new Water Treatment Plant at Richardson Road.

Contracts for all the above components have been awarded and commissioning of the new treatment and storage facilities is planned to occur in 2022.

Terms of Reference means the Terms of Reference for the Downlands Water Scheme Joint Committee set out in Schedule 2.

Timaru's Water Services Bylaw means Chapter 15 (Water Services) of Timaru District Council's Consolidated Bylaw 2018 (as amended from time to time).

2. Effect of this Agreement

- 2.1 In accordance with clause 7 of the 2015 Joint Committee Agreement, the parties agree to vary the 2015 Joint Committee Agreement with effect from 1 July 2020 by replacing it with this Agreement. Regardless of the date the Agreement is signed, it shall take effect on 1 July 2020.
- 2.2 This Agreement is a joint committee agreement between the Councils under clause 30A(1) of Schedule 7 of the Local Government Act 2002.

3. Ownership of the Downlands Water Scheme

- 3.1 The Downlands Water Scheme is jointly owned by the Councils in the following proportions:
- (i) Timaru District Council: 82%;
 - (ii) Waimate District Council: 14%; and
 - (iii) Mackenzie District Council: 4%.
- 3.2 For the avoidance of doubt, all of the assets that from time to time comprise the Downlands Water Scheme (as renewed, extended, upgraded and amended from time to time) are jointly owned in those Ownership Proportions and all the Councils are jointly liable in their Ownership Proportions for any Downlands Water Scheme liabilities. For example if land is acquired for the purposes of the Downlands Water Scheme, the registered owner shall be the 3 Councils jointly, each in their Ownership Proportions.
- 3.3 The Ownership Proportions set out in clause 3.1 shall continue to apply throughout the term of this Agreement unless the Councils agree otherwise in writing.

4. Governance of the Downlands Water Scheme

- 4.1 The Downlands Water Scheme Joint Committee appointed by the Councils in accordance with clause 30(1)(b) of Schedule 7 of the Local Government Act 2002 shall continue, but from 1 July 2020 shall be subject to the Terms of Reference set out in Schedule 2 (instead of the Terms of Reference set out in Schedule 1 of the 2015 Joint Committee Agreement). Each Council acknowledges it is bound by the Terms of Reference and shall comply with them, including by amending its standing orders as soon as possible to the extent that they are inconsistent with the Terms of Reference.
- 4.2 Each Council shall resolve under clause 30(7) of the Local Government Act 2002 that the Downlands Water Scheme Joint Committee will not be discharged on the coming into office of the members of the local authority elected or appointed at, or following, the triennial general elections of members. If a Council has not passed such a resolution, it shall appoint a joint committee, to be known as the Downlands Joint Standing Committee, following each triennial local authority election.
- 4.3 The role of the Joint Committee is to manage, and direct and supervise the management of, the business and affairs of the Downlands Water Scheme, including (without limitation):
- (a) considering the asset management plan, long term plan, annual plan budgets and work programme (operational and capital works) prepared by the Manager under clause 5, and making recommendations to the Councils each year for adoption within each Council's respective Long Term Plans and Annual Plan (in their respective Ownership Proportions);
 - (b) directing and supervising the management and operation of the Downlands Water Scheme by the Manager, including ensuring compliance with the adopted asset management plan, long term plan, annual plan budgets, work programme and budgets;

- (c) considering the financial statements and budgets, prepared by the Manager under clause 5 and providing these to the Councils (noting the implications for each Council given its Ownership Proportion), together with a recommendation of the rates and charges to be struck and levied to meet the Downlands Water Scheme's financial requirements;
 - (d) ensuring that the Councils' Downlands Water Scheme reserves and other funds (which, for the avoidance of doubt are owned in accordance with the Ownership Proportions) are accessed and applied appropriately in accordance with clause 5.2(g);
 - (e) considering and approving the Manager's recommendations regarding:
 - (i) viable means of improving and extending all works comprising the Downlands Water Scheme; and
 - (ii) viable means of water treatment and conservation, and any means of obtaining additional water for the Downlands Water Scheme;
 - (f) providing advice and recommending strategies, policies and procedures necessary to assist the Manager in fulfilling its responsibilities as the Downlands Water Scheme Manager; and
 - (g) undertaking any other matters that will assist in the efficient, cost effective and productive management of the Downlands Water Scheme.
- 4.4 Subject to clause 4.5 (setting out decisions that are reserved to the Councils) each Council delegates to the Joint Committee all powers as are necessary for managing, and for directing and supervising the management of, the business and affairs of the Downlands Water Scheme. All decisions made by the Joint Committee under its delegated powers, or by the Manager under the powers that have been subdelegated to it, shall, without confirmation of the Councils, bind each Council as if that decision had been made by that Council.
- 4.5 Subject to clause 4.6, decisions on the following matters require the unanimous approval of the Councils. The Manager may make recommendations to the Joint Committee, and the Joint Committee may make recommendations to the Councils on these matters, but decisions on these matters need to be made by the Councils:
- (a) each Council adopting the long term plan and annual plan budget for the Downlands Water Scheme, including any loan funding required to be raised, as part of their Long Term plan and Annual Plan (each in their respective Ownership Proportion);
 - (b) doing any of the following, except to the extent it is contemplated by the long term plan or annual plan budget for the Downlands Water Scheme adopted by the Councils:
 - (i) sell or purchase land held or required for the Downlands Water Scheme; or
 - (ii) to sell, transfer or otherwise dispose of all or part of the Downlands Water Scheme's assets, other than a sale when the assets are at the end of their useful life; and
 - (c) each Council setting the targeted rate to be charged to their respective ratepayers who are on the Downlands Water Scheme (noting that the Manager will make recommendations to the Joint Committee, and the Joint Committee will make recommendations to the Councils, of the targeted rates to be struck to meet the Downlands Water Scheme's financial requirements).
- 4.6 In order to give certainty over the budget and work program, each Council agrees that if the Manager reasonably considers that work, expenditure or a decision is required for the prudent management of the Downlands Water Scheme assets, to maintain existing levels of service or

to meet any regulatory requirement, it will provide any approvals required for that work, expenditure or decision.

- 4.7 Nothing in this Agreement prevents the Manager from carrying out action without the Councils' unanimous approval in an emergency situation or to protect the health or safety of persons or to prevent damage to property. The Manager shall promptly advise the Councils of the details of any action carried out under this clause 4.7.
- 4.8 The Joint Committee and the Manager shall each operate within budgets approved by the Councils. In the event that over expenditure is anticipated or incurred the Joint Committee shall immediately report that to the Councils.
- 4.9 The Joint Committee may provide any advice and develop and recommend any strategies, policies and procedures necessary to assist the Timaru District Council in fulfilling its responsibilities as the Downlands Water Scheme's Manager.

5. Management of Downlands Water Scheme

- 5.1 The Councils contract Timaru District Council to manage the Downlands Water Scheme. From 1 July 2020, Timaru District Council shall manage the Downlands Water Scheme on the terms set out in this Agreement, instead of the terms set out in the 2015 Joint Committee Agreement.
- 5.2 Timaru District Council shall provide the following management services in relation to the Downlands Water Scheme:
 - (a) preparing an asset management plan, long term plan, annual plan budgets and work programme (operational and capital works) for the Downlands Water Scheme, providing these to the Joint Committee for consideration, and updating them to reflect any comments received from the Joint Committee before recommendations are made to the Councils each year for adoption within each Council's respective Long Term Plans and Annual Plan (in their respective Ownership Proportions);
 - (b) managing and operating the Downlands Water Scheme in accordance with the adopted asset management plan, long term plan, annual plan budgets, work programme and budgets, including carrying out ongoing inspection and maintenance of all works comprising the Downlands Water Scheme;
 - (c) preparing financial statements and budgets for the Downlands Water Scheme, including recommending the targeted rates and the charges to be struck and levied to meet the Downlands Water Scheme's financial requirements, providing these to Joint Committee for consideration, and updating them to reflect any comments received from the Joint Committee before they are provided to the Councils;
 - (d) receiving and processing of applications from the Downlands Water Scheme's consumers and prospective consumers, in respect of water to be supplied by the Downlands Water Scheme;
 - (e) setting and collecting connection fees (tank and unit);
 - (f) procuring and project managing, on behalf of the Councils, the capital works programme (renewals and extensions to the Downlands Water Scheme), in accordance with the approved long term plan and annual work programs for the Downlands Water Scheme. Typically renewals will be funded using Downlands Water Scheme reserves/retained earnings and extensions will be funded from reserves/retained earnings and/or borrowings;

- (g) accessing and applying Downlands Water Scheme reserves and other funds for the purpose of implementing the long term plan and annual work program for the Downlands Water Scheme;
 - (h) investigating and promoting:
 - (i) viable means of improving and extending all works comprising the Downlands Water Scheme; and
 - (ii) viable means of water treatment and conservation, and any means of obtaining additional water for the Downlands Water Scheme; and
 - (i) undertaking any other matters that will assist in the efficient, cost effective and productive management of the Downlands Water Scheme.
- 5.3 Although the Manager is engaged by the Councils jointly (as owners of the Downlands Water Scheme), the Manager shall report to, and be directed and supervised by, the Joint Committee. The Manager shall report to the Joint Committee annually (or more frequently as required by the Joint Committee).
- 5.4 Subject to clause 4.6 (setting out decisions that are reserved to the Councils), the Joint Committee sub-delegates to the Manager all the powers necessary for managing the business and affairs of the Downlands Water Scheme.
- 5.5 The Manager will carry out the Management Services:
- (a) with all reasonable care and skill.
 - (b) using personnel with appropriate skill and experience; and
 - (c) in compliance with all relevant laws and bylaws.
- 5.6 To the extent permitted by law, all other express or implied warranties or representations of the Manager (and its officers and employees) in relation to the Management Services are excluded. The parties contract out of sections 9, 12A, 13 and 14(1) of the Fair Trading Act.
- 5.7 The Joint Committee shall:
- (a) promptly respond to all requests made by the Manager for instructions, and promptly do all things which may reasonably be necessary to enable the Manager to provide the Management Services fully and effectively in the manner contemplated by this Agreement;
 - (b) ensure that there are sufficient funds available in the Downlands Water Scheme bank account to make payments as they fall due; and
 - (c) promptly provide all information, directions, assistance, approvals and co-operation reasonably required by the Manager for the provision of the Management Services under this Agreement.
- 5.8 In exchange for providing the Management Services, the Councils, in their Ownership Proportions, will reimburse all outgoings, costs, losses or liabilities properly incurred by the Manager in relation to, arising from or in connection, with its performance of the Management Services (including an engineering charge, a corporate overhead and project staff time at rates set by the Manager from time to time).
- 5.9 The Manager will not be liable for any delay or failure to perform any of its obligations that is caused or contributed to by any event beyond its reasonable control (including but not limited to

an act of nature, fire, discontinuity in power supply, court order, riot, war, strike or labour disturbance) provided it:

- (a) could not have avoided or overcome the event by exercising a standard of reasonable care at a reasonable cost;
- (b) notifies the Joint Committee in writing of the event on becoming aware of it; and
- (c) uses its best endeavours to mitigate the effects of the event and to perform its obligations not affected by the event.

6. Rates, bylaws and enforcement

- 6.1 Each Council shall collect all rates in relation to water supplied from the Downlands Water Scheme within its district, which will be accounted for and paid to the Manager for payment to a nominated bank account operated in accordance with any local authority accounting regulations in force. For clarity, connection fees (tank and unit), as distinct from rates, will generally be collected directly by the Manager as user fees and charges.
- 6.2 Waimate District Council and Mackenzie District Council shall each:
 - (a) enact a water services bylaw which has enforcement provisions that are consistent with the enforcement provisions contained in Timaru's Water Services Bylaw; and
 - (b) delegate the powers of enforcement, inspection and administration vested in it in relation to the provision of water services (and any other regulatory matter required to assist in the efficient management of the Downlands Water Scheme) shall be delegated to the Manager;
 - (c) under the provisions of the Local Government Act 2002, appoint officers, employees, contractors or agents of Timaru District Council (as notified by Timaru District Council from time to time) to be the enforcement officers for its District and issue warrants, as required by the Local Government Act 2002, to those selected enforcement officers stipulating their powers in relation to the administration of the Downlands Water Scheme.

7. Contracting and borrowing

- 7.1 The Downlands Water Scheme is not a separate legal entity. As set out in clause 3.2 the Downlands Water Scheme assets are owned, and liabilities are incurred, by the Councils jointly in their Ownership Proportions.
- 7.2 Contracts should generally be entered into in the names of the three Councils jointly, and each Council appoints the Manager as its agent for the purpose of executing Downlands Water Scheme contracts on its behalf, and doing all such other things, as may be necessary or desirable in order to implement, give effect to or perform Downlands Water Scheme contracts. However if one Council agrees to enter into a Downlands Water Scheme contract or to incur a Downlands Water Scheme liability in its own name alone, then:
 - (a) from the perspective of the other party to that contract, that Council alone would be fully liable to meet all of the obligations under the contract; but
 - (b) as between, the Councils, they are jointly liable for the costs and borrowings of the Downlands Water Scheme (including under any service, construction contract or loan), in their Ownership Proportions.
- 7.3 If Timaru District Council enters into a contract or takes out a loan to fund the development, extension or modification of the Downlands Water Scheme in its own name:

- (a) Waimate District Council and Mackenzie District Council each hereby:
 - (i) indemnify Timaru District Council for a proportion of the contract or loan (principal, interest and any charges) equal to that Council's Ownership Proportion; and
 - (ii) grant a power of attorney to Timaru District Council to allow it to recover rates arrears from users in that Council's district (without releasing the other Councils from their collection and payment obligations); and
 - (iii) agree that clause 7.2(b) shall apply to that loan; and
- (b) if ownership of the Downlands Water Scheme (or any part thereof) is transferred to another entity as a result of the proposed Central/Local Government Three Waters Reform Programme, each Council's proportionate share of that contract/loan (principal, interest and any charges) shall not remain with Timaru District Council following the effective date of the Reform. Each Council shall do all acts, matters or things as may be reasonably required to ensure Timaru District Council is not in worse financial position from funding the development, extension or modification in its own name than if that Council had directly funded its proportionate share of the liability/loan itself (e.g. Waimate District Council and Mackenzie District Council shall each include a mechanism as part of its long term plan process to ensure that if the Reform proceeds, its proportionate share of the liability/loan (including principal, interest and any charges) shall not remain with Timaru District Council following the effective date of the Reform). That Council shall procure that its proportionate share of the loan be transferred to it or the new entity.

8. Te Ana Wai Project

- 8.1 The Councils have agreed to undertake and commission the Te Ana Wai Project (consistent with prior approvals) including loan funding arrangements.
- 8.2 The Te Ana Wai Project is being commissioned and managed by Timaru District Council, on behalf of the Councils, in its roles as Manager of the Downlands Water Scheme. It is being funded:
 - (a) retained earnings; and
 - (b) the balance (up to approximately \$20,000,400 including an additional \$1.3m to be borrowed for other capital works).
- 8.3 The parties agree that the loan referred to in clause 8.2(b) is to be taken out in the name of Timaru District Council on behalf of the three Councils in their Ownership Proportions (i.e. 14% of the loan is attributable to Waimate District Council and 4% of the loan is attributable to Mackenzie District Council).
- 8.4 The loan referred to in clause 8.2(b) is to be repaid via revenue received from targeted rates charged by each Council (with the targeted rates collected by Waimate District Council and Mackenzie District Council to be on-paid to the Manager).
- 8.5 In consideration of Timaru District Council agreeing to enter the loan in its name, Waimate District Council and Mackenzie District Council each hereby:
 - (a) indemnify Timaru District Council for a proportion of the contract or loan (principal, interest and any charges) equal to that Council's Ownership Proportion; and
 - (b) grant a power of attorney to Timaru District Council to allow it to recover rates arrears from users in that Council's district (without releasing that Council from its responsibility to collect the rates and pay them to the Manager); and

(c) agree that clause 7.2(b) shall apply to that loan.

- 8.6 All improvements to the Downlands Water Scheme arising from the Te Ana Wai Project will be owned by the parties in the Ownership Proportions.

9. General

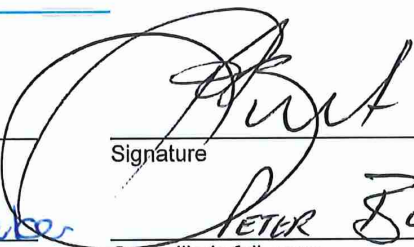
- 9.1 **Variations:** No amendments to this Agreement will be effective unless made in writing and signed by each Council.
- 9.2 **Confidentiality:** The parties acknowledge that some information provided by or to them under or in connection with this Agreement may be commercially sensitive or otherwise confidential. Where this is the case, the party providing the information should specify which information they provide is confidential, and the party receiving the information agrees not to use or disclose it without the discloser's prior consent. It will not be a breach of this clause for a party to use or disclose confidential information to the extent required to perform its obligations under this Agreement or to disclose confidential information to the extent required by Local Government Official Information and Meetings Act 1987 or any other law. This clause does not apply to information which is, or becomes, publicly available without breach of the obligations under this clause or which a party can prove it independently created or acquired.
- 9.3 **Further acts:** The parties will take all actions and sign all documents reasonably required to give effect to the provisions of this Agreement.
- 9.4 **Entire agreement:** This Agreement replaces any earlier representations, warranties, understandings and agreements (whether oral or written) between the parties and sets out the entire agreement between them relating to its subject matter.
- 9.5 **Health and Safety:** Nothing in this Agreement shall be taken to limit the duties owed by either party under the Health and Safety at Work Act 2015 (**HSWA**) (e.g. where each party has duties in relation to the same matter imposed by or under the HSWA, to, so far as is reasonably practicable, consult, cooperate, and coordinate activities with each other to the extent required to ensure they comply with their respective obligations under the HSWA).
- 9.6 **No agency:** Nothing in this Agreement will be deemed to create a partnership, joint venture or agency between the parties. No party has any authority to bind another party, unless expressly permitted to in this Agreement.
- 9.7 **No waiver:** No failure or delay by a party in insisting on the strict performance of this Agreement or to exercise any right under this Agreement will operate as a waiver of those matters. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.
- 9.8 **Counterparts:** This Agreement may be executed in counterparts (including by copy sent via email in PDF format and including by electronic signature). Each counterpart will be deemed to be an original and all counterparts together are to constitute one agreement.

Executed as a Deed

Signed by **Timaru District Council** by:



Signature

Sally Belinda Peter
Councillor's full name


Signature

PETER FURT
Councillor's full name

Signed by **Waimate District Council** by:


Signature

STUART IAN DUNCAN
Councillor's full name


Signature

Councillor's full name

Signed by **Mackenzie District Council** by:

GRANAM BRUCE Smith
Signature

GRANAM BRUCE SMITH
Councillor's full name


Signature

STUART DAVID BARWOOD
Councillor's full name

Schedule 2 – Terms of Reference

TERMS OF REFERENCE - DOWNLANDS WATER SCHEME JOINT COMMITTEE

Terms of Reference for the Downlands Water Scheme Joint Committee, a joint committee appointed by Timaru District Council, Waimate District Council and Mackenzie District Council in accordance with clause 30(1)(b) of Schedule 7 of the Local Government Act 2002 known as the Downlands Water Scheme Joint Committee:

1.	Name	Downlands Water Scheme Joint Committee
2.	Structure	Appointed by the Timaru District Council, Waimate District Council and Mackenzie District Council in accordance with clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.
3.	Purpose	To ensure the ongoing effective governance and management of the Downlands Water Scheme.
4.	Functions	<p>To manage, and direct and supervise the management of, the business and affairs of the Downlands Water Scheme, including (without limitation):</p> <ul style="list-style-type: none"> (a) considering the asset management plan, long term plan, annual plan budgets and work programme (operational and capital works) prepared by the Manager, and making recommendations to the Councils each year for adoption within each Council's respective Long Term Plans and Annual Plan (in their respective Ownership Proportions); (b) considering the financial statements and budgets, prepared by the Manager and providing these to the Councils, together with a recommendation of the rates and charges to be struck and levied to meet the Downlands Water Scheme's financial requirements; (c) directing and supervising the management and operation of the Downlands Water Scheme by the Manager, including ensuring compliance with the adopted asset management plan, long term plan, annual plan budgets, work programme and budgets; (d) ensuring that the Councils' Downlands Water Scheme reserves and other funds are accessed and applied appropriately in accordance with the Agreement between the Councils; (e) considering and approving the Manager's recommendations regarding: <ul style="list-style-type: none"> (i) viable means of improving and extending all works comprising the Downlands Water Scheme; and (ii) viable means of water treatment and conservation, and any means of obtaining

		<p>additional water for the Downlands Water Scheme;</p> <p>(f) providing advice and recommending strategies, policies and procedures necessary to assist the Manager in fulfilling its responsibilities as the Downlands Water Scheme Manager; and</p> <p>(g) undertaking any other matters that will assist in the efficient, cost effective and productive management of the Downlands Water Scheme.</p>
5.	Membership	<p>There shall be up to 8 members of the Downlands Water Scheme Joint Committee, appointed as follows:</p> <ul style="list-style-type: none"> • each Council shall appoint 1 of its elected members as a Member; • Timaru District Council may appoint up to 4 additional Members; and • Waimate District Council and Mackenzie District Council may jointly appoint 1 additional Member. <p>Under the Local Government Act an additional member who is not an elected member must, in the opinion of the appointing Council, have the skills, attributes, or knowledge that will assist the work of the Joint Committee.</p> <p>Appointments shall be made by notice in writing to Timaru District Council (as Manager of the Downlands Water Scheme).</p>
6.	Chairperson	<p>The Joint Committee shall elect one of its members as Chairperson and one of its members as Deputy Chairperson.</p> <p>The Joint Committee member elected as Chairperson and as Deputy Chairperson each holds that office for 3 years, unless he or she dies or resigns or the Joint Committee elect a Chairperson/ Deputy Chairperson in his or her place sooner.</p> <p>If, at a meeting of the Joint Committee, neither the Chairperson nor Deputy Chairperson is present within 5 minutes after the time appointed for the commencement of the meeting, the Joint Committee members present may choose one of their number to chair that meeting.</p>
7.	Method of holding meetings	<p>A meeting of the Joint Committee may be held either:</p> <ul style="list-style-type: none"> • by a number of the Joint Committee members who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or • by means of audio, or audio and visual, communication by which all Joint Committee members participating and constituting a quorum can simultaneously hear each other throughout the meeting.
8.	Quorum	<p>Quorum for a Joint Committee meeting is:</p> <ul style="list-style-type: none"> • half of the Joint Committee members if there is an even number of members; or • a majority of the Joint Committee members if there is an odd number of members. <p>However a quorum will not be present unless:</p>

		<ul style="list-style-type: none"> the Joint Committee member that is an elected member of Waimate District Council and the Joint Committee member that is an elected member of Mackenzie District Council are both present; or the Joint Committee member that is jointly appointed by Waimate District Council and Mackenzie District Council is present. <p>No business may be transacted at a Joint Committee meeting if a quorum is not present.</p> <p>(This quorum is prescribed by clause 30A of Schedule 7 of the Local Government Act. That clause also specifies that a Mayor who is a member of the Joint Committee solely by operation of section 41A(5) of the Local Government Act is not to be counted as a member for the purposes of determining the number of members required to constitute a quorum or whether a quorum exists at a meeting.)</p>
9.	Voting	<p>Every member of the Joint Committee has 1 vote.</p> <p>The chairperson does not have a casting vote.</p> <p>A resolution of the Joint Committee is passed if it is agreed to by all Joint Committee members present without dissent or if a majority of the votes cast on it are in favour of it.</p> <p>A Joint Committee member present at a Joint Committee meeting is presumed to have agreed to, and to have voted in favour of, a resolution unless he or she expressly dissents from or votes against the resolution at the meeting.</p>
10.	Minutes	<p>The Joint Committee must ensure that minutes are kept of all proceedings at meetings of the Joint Committee.</p> <p>A copy of the minutes are to be provided to each Council.</p>
11.	Written resolution in lieu of meeting	<p>A resolution in writing, signed or assented to by all Joint Committee members, is as valid and effective as if it had been passed at a meeting of the Joint Committee duly convened and held.</p> <p>Any such resolution may consist of several documents (including electronic means of communication) in like form each signed or assented to by 1 or more members.</p> <p>A copy of any such resolution must be entered in the Joint Committee's minute book.</p>
12.	Remuneration of members	<p>Members of the Joint Committee may be remunerated by their appointing Council.</p>
13.	Other proceedings	<p>Except as provided in these Terms of Reference, the Joint Committee may regulate its own procedure.</p>
14.	Definition	<p>In these Terms of Reference:</p> <p>Downlands Water Scheme means the joint water scheme between Timaru District Council, Waimate District Council and Mackenzie District Council known as the Downlands Water Scheme, as renewed, upgraded, extended and amended from time to time; and</p> <p>Manager means Timaru District Council, in its role as manager of the Downlands Water Scheme.</p>

Schedule 1 – Downlands Water Scheme Overview





From: Rit Fisher <Rit.Fisher@mackenzie.govt.nz>

Sent: Thursday, 27 March, 2025 10:15 AM

To: Anne Munro - Mackenzie District Mayor <mayor@mackenzie.govt.nz>; Karen Morgan <Karen.Morgan@mackenzie.govt.nz>

Cc: Councillors <Councillors@mackenzie.govt.nz>; Angela Oosthuizen <angela.oosthuizen@mackenzie.govt.nz>; Sandy McAlwee <sandy.mcalwee@waimatedc.govt.nz>; Scott Shannon <Scott.Shannon@timdc.govt.nz>

Subject: Downlands MDC/WDC Joint Committee Member vacancy

As notified at a previous Mackenzie District Council meeting the vacancy created by Bill Wright's resignation from Downlands Water Supply Committee after a sterling 10 year involvement, was referred to myself and Sandy McAlwee (WDC councillor member) to make a recommendation to our respective councils for ratification and appointment of the new Independent Member.

To that end Sandy and I would recommend, with his verbal consent already given, and further formal agreement from him, the appointment of Jamie Eggleton of Eggleton Farms, Cannington as joint Independent Committee member for MDC and WDC.

Jamie is a residing ratepayer in the strategic bordering corner of our two Districts, has a working knowledge and history of Downlands Water, a subscriber with good standing in the community and district, along with being a director and manager of their diverse family business.

It is hoped by Downlands Water Committee as minuted, that this appointment can be made by the respective Councils for Jamie's attendance at the July meeting.

Jamie's contacts: Jamie Eggleton, 553 Pareora Gorge Road, RD14, Cave

I would recommend this be put on a Council meeting agenda at the earliest convenience.

Regards,

Rit

Ngā mihi / Kind regards,

Rit Fisher
Councillor - Opuha Ward



16.6 RECONSIDERATION OF SUBMISSION OF REMITS - LOCAL GOVERNMENT NEW ZEALAND ANNUAL GENERAL MEETING

Author: Karalyn Reid, Committee Secretary and PA to the Mayor

Authoriser: Tina Stevenson, Corporate Services Group Manager

Attachments: 1. LGNZ 2025 Remit Application Form [!\[\]\(339a16584d5da0f0a3ca4e9ec17bf6a1_img.jpg\) !\[\]\(e06a1d39938b2f5d7a2c3618fea4f77f_img.jpg\)](#)

PURPOSE

1. For Council to consider forwarding any remits for the Local Government New Zealand (LGNZ) Annual General Meeting (AGM).

BACKGROUND

2. At the 18 March 2025 Council Meeting, Council discussed potential remit topics for the upcoming LGNZ AGM to be held in person on Wednesday 16 July 2025 in Christchurch.
3. However, in order for Councillor John Begg to hold conversations at the upcoming LGNZ Zone 5 & 6 Meeting in Christchurch (10-11 April 2025) on potential topics and likely support from other councils, it was agreed to hold over the conversation about submitting any remits.
4. The criteria for remits is included in the attached form, along with details of the process, and remits must be supported either by a zone, sector or by five councils, and are due on Tuesday 13 May 2025.

PROPOSAL

5. That Council hear verbally on possible remit topics following conversations held with other Council representatives at the Zone 5 & 6 Meeting, and accordingly discuss the appetite for Council to formally submit any remits.

Options

6. That Council identifies any remits that it wishes to submit to LGNZ for the AGM; or
7. That Council does not forward any remits for the upcoming LGNZ AGM.

ASSESSMENT OF SIGNIFICANCE

8. This is deemed to be of low significance under Council's Significance and Engagement Policy.

CONSIDERATIONS

9. There are no other known considerations.

Risk

10. There are no known identified risks in submitting remits to the LGNZ AGM.

FINANCIAL

11. There are no costs associated with submitting remits to the LGNZ AGM.

RECOMMENDATION

1. That the Reconsideration of Submission of Remits - Local Government New Zealand Annual General Meeting report is accepted; and
2. That Council considers submitting any remit/remits to the Local Government New Zealand Annual General Meeting to be held in Christchurch on 16 July 2025



REMIT APPLICATION FORM

How to submit a remit/

Remits are positions or policies put to LGNZ's AGM for a vote.

Any remit needs the support of either an LGNZ Zone, Sector or five councils.

LGNZ reviews all proposed remits to ensure they meet the criteria below.

If your council wants to propose a remit for consideration by the 2025 AGM, please complete this form and email it, along with any supporting information, to agm@lgnz.co.nz by Tuesday 13 May, 2025.

If you have any questions about the remit process, or want help completing your application, please contact [Simon Randall](#), Policy and Advocacy Manger.

Criteria for remits/

1. The remit is relevant to local government as a whole, not just a single Zone, Sector or council;
2. The remit relates to significant matters, including constitutional and substantive policy, rather than matters that can be dealt with administratively;
3. The remit concerns matters that can't be addressed through channels other than the AGM.
4. The remit does not deal with issues that are already being actioned by LGNZ. This covers work programmes underway as part of LGNZ's strategy.

The process from here/

Once LGNZ receives your proposed remit, it will be considered by our Remit Screening Committee. This Committee is made up of LGNZ's President, Vice-President, Chief Executive and Director of Policy and Advocacy. The Remit Screening Committee will determine whether your proposed remit satisfies the criteria above, and whether or not to put it forward to the 2025 AGM.

We will let you know whether your remit is going forward to the AGM by Tuesday 27 May 2025.

// 1



REMIT APPLICATION FORM

**Council proposing
remit:**

Contact name(s):

AGM speaker:

This person must attend
the AGM and be
registered as a delegate.

Phone:

Email:

Remit subject:

Remit: That LGNZ

Starting with "That LGNZ",
this is a statement of the
specific position or action to
be progressed by LGNZ.

**Who supports the
proposed remit?**

Remits must be endorsed
by either an LGNZ Zone,
Sector Group, or five
councils.

// 2



Why is this remit important?

Briefly describe what the issue is and why it requires action.

Max. 150 words

Background and context:

You may wish to include:

- > What has caused this issue?
- > Relevant legislation, policy or practice
- > Key statistics to show the scope of the issue
- > An outline of what your council/others have already done to address this issue or bring about the proposed change.

Max 500 words

How does this remit relate to LGNZ's current work programme?

Briefly describe how the proposed remit aligns with [LGNZ's Strategy](#) and policy priorities but does not duplicate existing or planned work.

Approx. 150 words



**How will your
council help LGNZ
to make progress on
this remit?**

Briefly describe the steps
that your council would be
prepared to take to assist
LGNZ to progress the remit

100 – 300 words

Supporting information and research

Please attach to your email:

- > A copy of this application form.
- > Evidence of support from an LGNZ Zone or Sector Group or five councils. This could be in the form of emails, letters or Zone/Sector Group meeting minutes or resolutions.
- > Any further contextual/background information you'd like to share, combined in a single word or PDF file.

// 4

**17 CONSIDERATION OF MAJOR (URGENT), MINOR OR PUBLIC FORUM ITEMS
NOT ON THE AGENDA**

Nil

PUBLIC EXCLUDED

18 EXCLUSION OF THE PUBLIC REPORT

RESOLUTION TO EXCLUDE THE PUBLIC

RECOMMENDATION

That the public be excluded from the following parts of the proceedings of this meeting.

The general subject matter of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48 of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
18.1 - Public Excluded Minutes of the Council Meeting held on 18 March 2025	s6(a) - the making available of the information would be likely to prejudice the maintenance of the law, including the prevention, investigation, and detection of offences, and the right to a fair trial	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
18.2 - Outstanding Council Actions Report - Public Excluded	s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
18.3 - Common Seal Report - Public Excluded	s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7
18.4 - Procurement Recommendation for Remedial Works at the Waimate Event Centre	s7(2)(b)(ii) - the withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information	s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7

	<p>s7(2)(h) - the withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p> <p>s7(2)(i) - the withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	
18.5 - Recommendations from Chief Executive's Performance Review Committee Meeting	<p>s7(2)(a) - the withholding of the information is necessary to protect the privacy of natural persons, including that of deceased natural persons</p> <p>s7(2)(f)(i) - free and frank expression of opinions by or between or to members or officers or employees of any local authority</p>	<p>s48(1)(a)(i) - the public conduct of the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist under section 6 or section 7</p>

**19 RE-ADMITTANCE OF THE PUBLIC REPORT
MEETING CLOSURE**