An extraordinary meeting of Council will be held as follows:

Date: Monday 27 August 2012
Time: 6.00 pm
Venue: Council Chambers
105 Tainui Street
GREYMOUTH

Items to be discussed:

1. M/24: Final Council approval of the formation of a Council Controlled Organisation (CCO) to be used as a fundraising vehicle for the proposed Miners’ Recreation Centre

2. B/5: Council adoption of Solid Waste Bylaw post public consultation

P Pretorius
Chief Executive

Members:

His Worship The Mayor – T Kokshoorn
Councillor P Berry
Councillor K Brown
Councillor T Coll
Councillor P Haddock
Councillor K Hamilton
Councillor A Osborne
Councillor C Sandrey
Councillor D Truman

LOCAL AUTHORITIES (MEMBERS’ INTERESTS) ACT 1968
Committee members are reminded that if you have a direct or indirect interest in any item, be it pecuniary or on grounds of bias and predetermination, then you must declare this interest and refrain from discussing or voting on this item.

The information in this document is provided to facilitate good competent decisions by Council and does in no way reflect the views of Council.
A G E N D A

Please Note

A light meal will be served for elected members at 5:15 pm

APOLOGIES:

1. M/24: Final Council approval of the formation of a Council Controlled Organisation (CCO) to be used as a fundraising vehicle for the proposed Miners’ Recreation Centre

OUTCOME SOUGHT

Council to approve the final trust deed for the West Coast Community Recreation Trust and associated Statement of Intent post public consultation.

SIGNIFICANCE

The creation of a CCO is significant and therefore the issue has been publicly consulted on using the special consultative procedure.

BACKGROUND

Council approved the draft Trust Deed and Statement of Intent at the meeting held 9 July 2012 (Ref: 12/07/0361).

Council advertised the proposed documents as available for public input as at 11 July 2012, and accepted submissions up until 13 August 2012. Two submissions were received (refer attachment A). Both submitters wish to speak to their submission.

In summary the submissions are supportive of the formation of the Trust, and request Council give consideration to a number of aspects:
1. **Representation on the Trust from Greymouth Recreation Incorporated**

   **Comment:**
   Appointment of trustees outside of Council allows specific skills, representation, and interests to be brought into the Trust.

   This needs to be considered against the specific initial purpose of this Trust, and that is to act as a fundraising vehicle towards the proposed Miners’ Recreation Centre. The nature and purpose of the centre has been publicly consulted on thus far.

   If additional appointments outside of Council are considered, then Council will also need to determine whether the outside trustees are to be remunerated. The financial impact of this is considered to be minimal.

2. **The Trust should draw on experience of other similar trusts**

   **Comment:**
   It is agreed that it would be sensible to draw on the experiences of any other similar organisations; to avoid reinvention of the wheel where possible and achieve the best possible outcomes.

3. **The Trust should have goals/milestones**

   **Comment:**
   No specific performance targets have been included in the Statement of Intent; however given the initial purpose is a fundraising vehicle, the targets are assumed to be successfully raising enough funds to enable the project to proceed. The Trust's role at this stage is to not plan and set goals for the project as such, as this responsibility continues to lie with Council.

   The Statement of Intent also requires regular reporting back to Council on achievement of targets.

4. **The Trust should plan for the future**

   **Comment:**
   Any additional functions of the Trust would need to be empowered by Council by approving their inclusion in the Statement of intent.

   As the overall responsibility for the proposed Miners’ Recreation Centre continues to remain with Council, it is the Council that takes responsibility for the future goals of the centre.

Another issue raised informally is that the proposed name is similar to other, already established Trusts, such as:

- Westurf Recreation Trust; and
- The West Coast Community Arts Trust (Auckland based)
It is suggested Council consider alternative names that can be substituted should the proposed name not be accepted by the Charities Commission. Suggested alternatives are:

- West Coast Community Facilities Trust
- Grey District Community Facilities Trust

*Given the nature of this item, and that there are no substantive changes proposed from the draft documentation, the other customary format headings have not been included.*

**SUGGESTED RECOMMENDATION**

That Council -

1. thank the submitters for their input into the proposal.

2. confirm the number of and appointment of the initial Trustees after consideration of the submissions put forward.

3. approve the West Coast Community Recreation Centre **Trust Deed** per attachment B, subject to number 2 above.

4. approve the West Coast Community Recreation Centre Trust **Statement of Intent** per attachment C.

5. approve an alternative name for the Trust should the name of the West Coast Community Recreation Trust not be accepted by the Charities Commission.

**RECOMMENDATION:** (His Worship)
Attachment A: Submissions

Debbie Wilson

From: Brian Blackman, Coast Valuations Ltd <brian@coastval.co.nz>
Sent: Friday, 27 July 2012 2:16 p.m.
To: Submission
Subject: west coast recreation trust submission

Dear Queoha,

I would like to put a formal submission that a representative of Greymouth Recreation Incorporated be included as a representative of the above proposed recreation trust and am happy to speak to this proposal.

Yours faithfully,

Brian Blackman
Chairman
Grey Rac inc

Brian Blackman
Registered Valuer
Coast Valuations Limited
Phone: 03 768 0397 extn 205
Fax: 03 768 7397
Mobile: 027 252 4397
Email: brian@coastval.co.nz
website: www.coastval.co.nz

This message contains information, which is confidential and may be subject to legal privilege. If you are not the intended recipient, you must not peruse, use, disseminate, distribute or copy this message. If you have received this message in error, please notify us immediately and destroy the original message. Coast Valuations Limited accepts no responsibility for changes to this email, for any attachments, after its transmission from Coast Valuations Limited.
SUBMISSION FORM

<table>
<thead>
<tr>
<th>Consultation issue</th>
<th>West Coast Recreation Trust</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing date</td>
<td>Monday 13 August 2012 at 5.00 pm</td>
</tr>
</tbody>
</table>

NAME: Trevor Garnett

ORGANISATION (IF ANY): Davis Oliphant & Partners Limited.

POSTAL ADDRESS: P.O. Box 156, Greymouth 7840

TEL: 03 768 6299

EMAIL: trevor@oliphantgarnett.co.nz

Do you wish to be heard in support of your submission?: YES

Please write your comments/submission here:

Kia Ora,
I fully support the establishment of the West Coast Recreation Trust.
There are three aspects I want to discuss.
- The trust should be prepared to draw on the experience of other trusts e.g. the very successful Southland Licensing Trust.
- The trust must plan the project, have goals and when milestones are achieved celebrate them.
- The trust should also plan for the future after the main goal of establishing the Miners’ Recreation Centre.

Kia Kite Aro.

Trevor Garnett

Return completed submission form to Grey District Council at:

12 Nelson St, Greymouth 7840

Email: submissions@greydc.gov.nz | Tel 03 769 9000 | Fax 03 769 9203
Attachment B: Trust Deed

WEST COAST
COMMUNITY RECREATION CENTRE
TRUST

TRUST DEED
THIS DEED  made at Greymouth on the XX Day of XXXXX 2012

PARTIES  Those persons described in the Schedule of Trustees forming part of this document who are, for the purposes of this document, the Trustees ("the Trustees").

RECITALS

A  Grey District Council ("GDC") wishes to establish a fund ("the Fund") to facilitate the construction of the Miners' Recreational Centre and provide subsequent services ("the Centre"), a facility that will contribute meaningfully to the mental and physical wellbeing of the public of the West Coast.

B  GDC wishes to establish a Charitable Trust ("the Trust") to hold, promote and manage the Fund for the above primary purpose, the Fund comprising such money which may from time to time be acquired by the Trustees for the purposes of the Trust.

C  The Trustees have agreed to enter into this Deed to specify the purposes of the Trust and to provide for the management of the Fund.

THIS DEED NOW RECORDS AS FOLLOWS

1. Name
   The name of the Trust shall be WEST COAST COMMUNITY RECREATION CENTRE TRUST

2. Registered Office
   The registered office of the Trust shall be at the office of GDC at 105 Tainui St, Greymouth, or at such other place that the Trustees may decide.

3. Purposes
   The purpose of the Trust is to:
  
   3.1. Work collaboratively with the Grey District Council and sporting and funding agencies concerning the attainment of the Trust's objectives
   3.2. Raise funding for the Centre which will have charitable objectives including:
       a. To be beneficial to the community by providing in the recreational needs of the general public
       b. To be beneficial to the community by contributing to the physical health and wellbeing of the general public
       c. To be beneficial to the community by contributing to the mental health and wellbeing of the general public
d. To be beneficial to the community and the protection of human life by providing a
civil emergency Welfare Centre and back-up communications centre for the general
public;
d. To assist in the advancement of education by providing access to schools to basic
and advanced physical activity and education;
f. To assist in the advancement of education and community welfare by providing a
broadband enabled community digital hub for the general public;
g. To assist people with disabilities by providing access to an indoor facility where such
persons can participate in dedicated physical exercise programmes aimed at people
with disabilities;
h. To assist the elderly by providing access to an indoor facility where such persons can
participate in dedicated physical exercise programmes aimed at older people.

4. Limitations
In carrying out the above purposes, financial and other relief or assistance may be paid, given
or granted to organisations or individuals for the purposes set out in Clause 3 of this deed.

5. Structure of the Trust
The Trust shall be administered by the Board of Trustees ("the Board")

6. Members of the Board

6.1. Number of Trustees
The Board shall consist of not less than three Trustees.

6.2. Initial Appointment of Members of the Board
The initial members of the Board of Trustees shall be appointed as follows:

1. The person who holds the position of the Mayor of Grey district;
2. The Councillor for the Grey District who holds the portfolio of Sport and Recreation;
3. A Councillor of the Grey District Council who holds the portfolio of Culture;

6.3. Initial Members of the Board
The initial members of the Board shall be the persons stated in the schedule of Trustees such
holding office, as follows:

1. Atul Chauhan - Mayor of GDC
2. Clifford Sandwell - Councillor for Grey District
3. Karen Hamilton - Councillor for Grey District

6.4. Term of Office
Each Trustee shall remain in office until such time as he or she resigns or otherwise ceases to
hold office, as provided in Clause 7 of this deed.

7. Vacancies

7.1. Automatic Vacancy of Office
The person holding office as a member of the Board in their capacity as a representative of
any of the offices or positions listed in the schedule of Trustees shall be deemed to have
vacated their position on the Board upon ceasing to hold that office or position.
7.2. Resignation of Trustees
Any Trustee may resign from the Board by giving written notice to the Board, and the
resignation shall take effect from the date stipulated in that notice, or from the date of that
notice being served on the Board at its registered office, whichever is the latter.

7.3. Absence Without Leave
Any Trustee who fails to attend three consecutive meetings of the Board without the leave of
the other Trustees shall be deemed to have vacated his or her position on the Board.

7.4. Removal of Trustees from Office
Any Trustee may be removed from the Board upon a resolution of GDC to that effect.

7.5. Appointment of New Trustee
In the event of any Trustee resigning or being deemed to have vacated his or her position or
being removed pursuant to Rule 7.3 or 7.4, that vacancy shall be filled by GDC, using the same
basis for appointment as that by which the initial members of the Board were appointed.

8. Proceedings of the Board
8.1. Ordinary Meetings
The Board shall hold ordinary meetings at such times and places as it determines. At least
seven days’ notice of any ordinary meeting shall be given to the Trustees, and the notice shall
indicate the general nature of the business to be considered at that meeting.

8.2. Special Meetings
A special meeting may also be called by the Secretary upon requisition of the Chairperson or
not less than three Trustees. 24 hours’ notice of such meeting shall be given to the Trustees,
and the notice shall indicate the general nature of business to be considered at that meeting.

8.3. Annual General Meeting
The Board shall hold an Annual General Meeting, which meeting may be combined with an
Ordinary Meeting, at which shall be approved:

(a) the audited annual accounts of the Trust;
(b) a report from the Chairperson or nominee of Chairperson dealing with the affairs
    of the Board for the previous year;
(c) the appointment of a Chairperson, Secretary, and Treasurer for the forthcoming year, in
    accordance with Clauses 8.5 and 8.7 of this deed.

The Annual General Meeting shall be held prior to 30 September in each year. At least seven
days’ notice of an Annual General Meeting shall be given to the Trustees.

8.4. Notice of Meetings
Each notice shall specify the place, the day and the hour of the meeting. Notice shall be
deemed to have been given to any Trustee if it has been posted or faxed to the last known
address of the Trustee, and shall then be deemed to have been received the day after the
notice is posted or faxed. Accidental omission to give notice to any Trustee, or
non-receipt by any Trustee of a notice, shall not invalidate the meeting to be held.
8.5. Officers
The Board shall appoint a Secretary and a Treasurer, to be appointed at the Annual General Meeting in accordance with Clause 8.3 of this deed. These offices may be combined. The Secretary and Treasurer need not be Trustees.

8.6. Quorum
At any meeting of the Board, there shall be a quorum if a majority of the Trustees is present (excluding any vacancies), and no business shall be transacted unless a quorum is present. If a meeting is short of a quorum at its commencement, or falls short of a quorum, and if no quorum is present within 15 minutes, the meeting shall lapse.

8.7. Chairperson
At the Annual General Meeting, the Board shall appoint one of the Trustees as Chairperson. The Chairperson shall preside at all meetings of the Board at which he or she is present. In the absence of the Chairperson from any meeting, the members present shall appoint one of their number to preside at that meeting.

8.8. Voting
All questions before the Board shall be decided by consensus. Where a consensus decision is unable to be reached on a matter, it shall, unless otherwise specified in this document, be put forward as a motion to be decided by a majority of votes. Each Trustee present, including the Chairperson, shall have one vote. If the voting is tied, the Chairperson shall have a second or casting vote.

8.9. Minutes
The Secretary shall keep minutes of all Board meetings, which shall be available for inspection by Trustees at a reasonable time. A copy of all minutes of all Board meetings shall be furnished to OCR if required.

9. Powers
In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes, for which it has been constituted under clause 3, are as follows:

9.1. General:
The Trustees shall act on the Trust’s behalf. In addition to all other powers conferred by law, the Trustees shall have the same powers as a natural person acting as a beneficial owner of the Trust Fund. Such powers shall not be limited or restricted by any principle of construction or rule of law or statutory power or provision, except to the extent set out in this Deed. The Trustees shall exercise their powers either alone or jointly with another person or persons.

9.2. Promotion of Objects:
The Trustees shall promote the objects of the Trust described in clause 4 of this Deed. The Trustees shall act on behalf of and in the interests of the Trust.

9.3. Advertisement and Informs:
The Trustees shall have the power to make known and further the objects of the Trust by advertising the manner in which the Trust fund, or any part of it, has been, is being or will be applied, through established media and by advertising in any medium. The Trustees may also disseminate information of any nature relating to the Trust by written publication or otherwise.

9.4. **Collect Funds:**
The Trustees shall collect funds and raise money by all lawful means (including by joining machines) and receive, accept, encourage and receive financial and other contributions, subscriptions, sponsorships, donations, legacies, endowments or bequests from any source. The Trustees may also conduct fund raising campaigns in order to further the exclusively charitable objects of the Trust.

9.5. **Receive Grants and Subsidies:**
The Trustees shall have the power to receive from the New Zealand Government or any council, board, territorial authority, or body under the jurisdiction of such governmental authority or from any national or international organisation, any grant, subsidy or payment of any kind in order to further the objects of the Trust.

9.6. **Specified Trust:**
The Trustees shall have the power to carry out any specified trust attaching or relating to any contribution, subscription, sponsorship, donation, legacy, endowment, bequest, gift, subsidy or payment received, to the extent such specified trust conforms with the objects of the Trust.

9.7. **Apply Funds:**
The Trustees shall apply any money forming part of the Trust fund to the promotion and advancement and development of the objects of the Trust.

9.8. **Invest Funds:**
The Trustees shall invest any money forming part of the Trust fund in any of the ways authorised by law for the investment of trust funds including (if the Trustees think fit) in mortgages of land either by the Trustees alone or together with any person or persons as a contribution mortgage.

9.9. **Acquire Property:**
The Trustees shall have the power to acquire any real or personal property or interest in such property (whether in New Zealand or elsewhere) whether by purchase, lease, hire, exchange or otherwise and on such terms and conditions as the Trustees think fit.

9.10. **Sell and Reinvest:**
The Trustees shall have the power to sell, in, call in or convert all or any part of any real or personal property forming part of the Trust fund in such manner and subject to such terms and conditions as the Trustees think fit. The Trustees may also reinvest the proceeds of such sale, calling in or conversion in such manner as they think fit.

9.11. **Postpone Sale:**
The Trustees shall have the power to postpone the sale of any real or personal property forming part of the Trust Fund for so long as the Trustees think fit, even if such property is wasting, speculative or declining in nature.

9.12. Lease:
The Trustees shall have the power to let, lease or bail to any person or persons any freehold or leasehold property or any plant or chattels or interest in any such property forming part of the Trust Fund, either from year to year or for any term or period, and for such rental, and subject to such covenants and conditions, as the Trustees think fit. The Trustees may also accept surrenders of leases and tenancies and generally manage any lease or bailment as the Trustees think fit.

9.13. Pay Debts:
The Trustees shall have the power to apply any income or capital of the Trust Fund in, for, or towards payment or satisfaction of any fees, costs, disbursements, debts or other liabilities or any part or liability, owing by or in respect of the Trust Fund, or incurred in connection with the trust of this Deed. Such power shall apply whether or not the liabilities are charged upon the Trust Fund or on any part of it, and whether or not the Trustees are contractually or otherwise legally liable for the payment of the fees, costs, disbursements, debts or other liabilities.

9.14. Acquire or Carry on Business:
The Trustees shall have the power to establish, acquire, carry on, or join in carrying on, or franchise any business or venture of any nature or any interest in such business or venture, from any person, or to commence, enter into, or, or form any entity whether incorporated or not to enter into, or carry on, or be engaged or concerned, in any business or venture. This power applies whether or not such business or venture was carrying on at the time of execution of this Deed and may be applied for such period or periods, and in such manner as the Trustees think fit, either alone or in partnership or otherwise with any other person or persons. This power includes the power to do or join in doing all things which the Trustees consider necessary, expedient or desirable in connection with such business or venture including without limitation:
   a. Employing or contesting such managers, employees, contractors, agents and others as the Trustees think fit, on terms and conditions as they think fit.
   b. Using and employing the name, or any part of the capital or income of both, of the Trust Fund,
   c. Advancing to or employing any additional capital or income of the Trust Fund which the Trustees consider advisable to effectively carry on the business,
   d. Managing or joining in the management;
   e. Withdrawing money from such business or venture.

9.15. Establish Reserve Fund:
The Trustees shall have the power to establish and subscribe to any depreciation or reserve fund for any purpose the Trustees deem advisable and to determine in their discretion whether that fund is income or capital.

9.16. Join in Petition:
The Trustees shall have the power to consent to and join in the partition of any assets in which the Trust Fund is interested and to take a transfer of a divided or undivided share or interest in any such asset.

9.17. Maintain Property:
The Trustees shall have the power generally to maintain, manage, repair, improve or develop any real or personal property, or any interest, which forms part of the Trust Fund in such manner as the Trustees think fit.

9.18. Companies:
The Trustees shall have the power in respect of any company or companies in which the Trustees hold or are entitled to or propose to hold shares or debentures:

a. To pay calls on shares;
b. To serve as an officer or officers, employee or employees of the company, either alone or in conjunction with others;
c. To appoint any person to act as a director of any company and if necessary to transfer to such person a sufficient number of shares to be held by them in trust for the Trustees to qualify such person as a director;
d. To provide, out of the Trust Fund, capital or further capital for the company whether by advances or loans (with or without security) by deposit or current accounts or mortgages, by guarantees (with or without security) or by taking shares or further shares or in such other manner and on such terms as the Trustees think fit;
e. In any liquidation, reconstruction or amalgamation of the company to:
   i. Convey or extinguish, as the Trustees think fit, on the terms of any surrender of rights, attaching to all or any shares;
   ii. Exempt such matters as the Trustees think fit any powers which the rules of the company vest in the Trustees as directors or members of the company;
   iii. Accept fully paid or partly paid shares or debentures or other interests in or securities of any company as the consideration (or parts consideration);
   iv. Generally act in relation to the company in such manner as the Trustees think fit.

9.19. Borrow:
The Trustees shall have the power to borrow or raise any monies on mortgage or overdraft or otherwise, with or without security, from any person or persons at such rate of interest and on such terms and conditions as the Trustees think fit. The Trustees shall also have the power to sign any mortgage, deed, charge, arrangement or other document in connection with such borrowing.

9.20. Guarantee:
The Trustees shall have the power to enter, or join in entering into, any guarantee by the Trustees alone or together with any person or persons, the giving of which the Trustees consider is in the interests (direct or indirect) of the Trust Fund or the promotion of the exclusively charitable objects of the Trust. The Trustees also have the power to authorize any company in which the Trustees hold shares to enter into such a guarantee or to enter into any other arrangement which the Trustees consider is in the interests of the Trust Fund or the promotion of the exclusively charitable objects of the Trust Fund.

9.21. Give Security:
The Trustees shall have the power to give security, whether alone or together with any other person or persons, the giving of which the Trustees shall consider to be in the interests (direct or indirect) of the Trust Fund or of the promotion of the objects or the exclusively charitable objects of the Trust. The Trustees also have the power to authorise any company in which the Trustees hold shares to give such security.

9.22. Settle Accounts:
The Trustees shall have the power to agree and settle accounts with all persons liable to account to the Trustees and to compromise questions relating to the Trust Fund and to grant receipts, discharges and releases from such accounts.

9.23. Appoint Agents:
The Trustees shall have the power to instruct and pay any person to transact all or any business or do any act required to be transacted or done in the execution of the trusts of this deed including the receipt and payment of money. The Trustees shall not be responsible for any default of any such person appointed in good faith or for any loss occasioned by such person’s instruction.

9.24. Delegate:
The Trustees shall have the power to delegate any of its powers to any Trustee or Trustees, or person or persons (including a committee or an employee), provided that such delegation shall be recorded in writing by the Trustees.

9.25. Make Policies, Rules etc:
The Trustees shall have the power to make policies, rules, guidelines and other determinations in governing the Trust.

9.26. Bank Accounts:
The Trustees shall have the power to open or maintain such current or other accounts at such bank or other institutions and in such manner as the Trustees from time to time determine.

9.27. Amalgamate or Merge:
The Trustees shall have the power to amalgamate or merge the Trust with any other exclusively charitable trust or organisation and to transfer all or part of the Trust Fund to such amalgamated or merged trust.

9.28. Insure:
The Trustees shall have the power to insure against loss or damage by any cause of any insurable property forming part of the Trust Fund, and to insure against any risk or liability against which it would be prudent for a person to insure if they were acting for themselves, for such amounts and on such terms as the Trustees may from time to time think fit.

9.29. Contributions:
The Trustees shall have the power to make payments and contribute to any charitable or other trust having substantially similar objects as the objects of this Trust.

9.30. Statutory Authorisation:
The Trustees shall have the power to do all or any of the things which they are authorised to do by the Trustees Act 1956.

9.31. General
The Trustees shall have the power to do all such other things as in the opinion of the Trustees are incidental or conducive to the attainment of the objects of the Trust.

9.32. Exercise Powers Independently:
None of the powers conferred on the Trustees by clause 5 or otherwise shall be deemed subsidiary or ancillary to any other power and the Trustees shall be entitled to exercise all or any of them independently of each other.

10. Power to Delegate
10.1. Delegation
The Board may from time to time appoint any committee, and may delegate in writing any of its powers and duties to any such committee or to any person, and the committee or person, as the case may be, may, without confirmation by the Board, exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

10.2. Delegated Board
Any committee or person to whom the Board has delegated powers or duties shall be bound by the terms of this Trust.

10.3. Delegation Revocable
Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

10.4. Delegator Need not be Board Member
It shall not be necessary for any person, who is appointed to be a member of any such Committee, or to whom any such delegation is made, to be a Trustee.

11. Employment
The Board may employ the Trustees or any one of them.

12. Income, Benefit or Advantage to be Applied to Charitable Purposes
12.1. Application
Any income, benefit or advantage shall be applied for the charitable purposes of the Trust.

12.2. Influence
i. No person may derive any income, benefit or advantage from the operation of the WEST COAST COMMUNITY RECREATION CENTRE TRUST.
ii. This clause does not prevent a person from deriving income, benefit or advantage from the operation of the WEST COAST COMMUNITY RECREATION CENTRE TRUST if such benefit is derived from:
   a. Professional services to the Trust rendered in the course of business at no greater than current market rates; or
   b. Interest on money lent to the WEST COAST COMMUNITY RECREATION CENTRE...
TRUST at no greater than current market rates; or

b. Interest on money borrowed from the WEST COAST COMMUNITY RECREATION CENTRE TRUST at no less than current market rates.

iii. For the avoidance of doubt, no officer may take part in the discussions or the decision over any transaction with the WEST COAST COMMUNITY RECREATION CENTRE TRUST where that officer or an associated person of the officer may obtain any income, benefit or advantage from that transaction.

13. Accounts

13.1. True and Fair Accounts

The Board shall keep true and fair accounts of all monies received and expended for each financial year, with a balance date of 30 June in each year.

13.2. Audit

The audited accounts shall be available at the Annual General Meeting of the Trust, and shall be presented to GDC by 30 September in each year.

13.3. Control of Funds

All monies received by the Trust shall be paid to the bank account of the Trust. All cheques or payments to be drawn upon the bank account of the Trust shall be signed by at least two cheque signatories approved by the Trustees for that purpose.

14. No Responsibility for Loss

No Trustee shall be responsible for any loss to the Trust, unless the same is attributable to his or her or their own dishonesty or to the willful commission of or omission by him or her or them of any acts known to be a breach of trust.

15. Common Seal

The Trust shall have a Common Seal if registered, which shall be kept in the custody of the secretary, or such other officer as shall be appointed by the Board, and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of and accompanied by the signature of two Trustees, with the prior approval of the Board.

16. Alteration to the Rules

16.1. Special Meeting

The Board, with the prior approval of GDC, may, by special resolution, pass any of the Rules at a Special Meeting. Any amendment or change to the Rules shall require a resolution to be passed by three quarters of the total number of Trustees.

16.2. Effect of Alteration or Revision

No addition to or alteration or revision of these Rules shall be approved if it affects the Charitable purposes (Recitals and Rule 1), the influence (Rule 12.2), this clause 16.2, or the winding-up Rule (clause 18) of this deed.

17. Incorporation

The Trust shall have the right to apply for incorporation under the provisions of the Charitable Trusts Act 1997 under the name WEST COAST COMMUNITY RECREATION CENTRE TRUST, or
such other name as shall be approved by the Register of Incorporated Societies and the Trustees.

18. Winding Up

18.1. Resolution

The Trust may be wound up if a resolution to wind up the Trust or to dissolve it has been passed by three quarters of the total number of Trustees, and such winding up or dissolution is approved in writing by GDC.

18.2. Majority Approval

Any such resolution after passing shall then be required to be approved by a similar majority at a meeting of the Board called not earlier than fourteen (14) days after such meeting for the specific purpose of confirming the Board’s resolution for winding up. However, such second meeting shall not take place until after the winding-up or dissolution of the Trust has been approved in writing by GDC.

18.3. Surplus Assets and Funds

In the event of the Trust being wound up, the surplus assets and funds after payment of the Trust’s liabilities, including expenses of winding up, shall not be paid or distributed among the Trustees, but shall be paid and transferred to registered charities within New Zealand that have charitable purposes similar to those of the Trust, as the Trustees shall determine at the meeting when the resolution for winding up is duly confirmed.

18.4. Other Charitable Purpose

In the event that no such resolution as to the application of funds to any charitable purpose is passed by a majority of the Trustees, then the surplus funds of the Trust shall be held for such other comparable charitable purpose as a judge of the High Court of New Zealand on application of the Trustees shall determine.

19. Acceptance

The Trustees accept the above terms and conditions on the basis that all future Trustees will also be so bound.
Schedule of Trustees

Signed by

ANTHONY FRANCIS KOEZOORN

In the presence of:

Witness Signature
Witness Name
Witness Occupation
Witness Address

Signed by

CLIFFORD ROY Sандrey

In the presence of:

Witness Signature
Witness Name
Witness Occupation
Witness Address

Signed by

KAREN FAYE HAMILTON

In the presence of:

Witness Signature
Witness Name
Witness Occupation
Witness Address
WEST COAST
COMMUNITY RECREATION CENTRE TRUST

Statement of Intent
for the three years commencing 1 July 2012
1.0 Introduction

West Coast Community Recreation Trust (WCCRCT) presents this statement in accordance with the requirements of Section 64(1) of the Local Government Act 2002. It represents the objectives, nature and scope of activities undertaken, and performance targets by which we will be measured. It covers the three years of our operations from July 2012 to June 2015.

Our vision for WCCRCT is represented by our mission statement –

“To enable the development of a facility that is high quality, enriching and accessible, will grow the economy, and advance the social and cultural well-being of the people of the region.”

2.0 Nature and Scope of Activities

The role WCCRCT will be limited to:

- the raising of funds and other assets required to be used for the specific purpose of developing the Miners Recreation Centre in Greymouth
- investing and growing funds until such time that they are required for the above purpose

3.0 Progress, Performance and Financial Matters

WCCRCT will provide quarterly reports to the Grey District Council regarding:

- Successful funding applications
- Current funding applications
- Potential funding opportunities

The key performance target of the WCCRCT is to deliver the funding required to complete the Miners Recreation Centre.

4.0 Approach to Governance

The WCCRCT board’s goal is to operate according to the best practice statements produced from time to time by the Institute of Directors in New Zealand (incorporated).

We must deliver funding to the achievement of our vision. In particular, we must:

- be clear, transparent and simple about our role; and
- have clear and simple mechanisms for delivering funding to Grey District Council.
4.1 Decisions for which prior Grey District Council governing body approval is required

WCCRCT decisions that require prior Grey District Council approval includes decisions that meet the following criteria:

- Decisions that potentially have a moderate adverse effect on a large number of residents and ratepayers
- Decisions that potentially have a large adverse effect on a small number of residents and ratepayers
- Decisions which have a history of generating wide public interest
- Decisions which affect WCCRCT’s ability to deliver on the current and future social, economic and cultural well-being of the region
- Decisions that affect the ability of WCCRCT to meet any statutory responsibility
- Decisions that affect any intended levels of service for WCCRCT activity (except if the impact is minor or has been agreed by the Grey District Council governing body through the SOI process)
- Decisions which commit the Council to future provision of funding which has not already been agreed
- Decisions on a major transaction in relation to strategic assets

A major transaction in relation to strategic assets is one which would result in any reduction or increase in Council’s control over, or ownership of, that asset, including a transaction resulting in the value of that asset reducing.

In the development of this SOI no WCCRCT decisions have been identified that require prior Grey District Council governing body approval. Should such decisions materialise WCCRCT will seek prior Grey District Council governing body approval as required.

4.2 Strategic Assets

The Miners Recreation Centre is a strategic asset.

No acquisition or disposal of strategic assets is contemplated in this SOI. No acquisition or sale of a strategic asset can occur without the formal consent of the Grey District Council.

5.0 Engagement with Shareholder

5.1 The WCCRCT relationship with the Grey District Council will be for the purposes of receiving strategic direction, agreeing statements of intent, performance monitoring and reporting, and feedback/communications.

Access to services support from Grey District Council

Resources provided by Grey District Council for support in HR, IS, legal, communications, finance and reporting, procurement, risk and assurance, insurance, property, treasury.

5.2 We will give effect to the LTP, and act consistently with council’s other strategies, plans and policies.

5.3 We will adopt, in our relationship with the Grey District Council, ways of working that reflect council in the delivery of shared outcomes.

This includes:

- A commitment to collaboration
- A commitment to openness and transparency
- Adherence to a ‘no surprises policy’
- Engagement with other regional organisations to ensure a coordinated approach
6.0 Engagement with Key External Stakeholders

We will establish relationships with those stakeholders best placed to help us achieve our vision, our guiding responsibilities and our objectives and goals.

We will collaborate with the private sector, not-for-profit sector and the government sector to deliver a competitive vibrant city that attracts high-quality events and improves the social, economic, environmental, and cultural well-being of its communities, by engaging the community and its visitors daily in arts, culture, heritage, leisure, sports and entertainment activities.

7.0 Accounting Policies

Our forecasts and our accounts are prepared on the basis of International Financial Reporting Standards and such other generally accepted accounting standards in force from time to time.
2. **B/5: Council adoption of Solid Waste Bylaw post public consultation**

**OUTCOME SOUGHT**

Council to approve and adopt the reviewed Solid Waste Bylaw post the special consultation process.

**SIGNIFICANCE**

As a Bylaw the proposal has been fully consulted on using the special consultative process.

**BACKGROUND**

Council approved the draft bylaw at the meeting held 9 July 2012 (Ref: 12/07/0359).

Council advertised the proposed Bylaw as available for public input as at 11 July 2012, and accepted submissions up until 13 August 2012. One submission was received (refer Attachment A). In summary the submission is supportive of Council’s recycling initiatives, and requests that consideration be given to providing recycling services to those outside of the kerbside collection areas. Whilst important issues for consideration, these do not directly relate to the bylaw and it is suggested that Council consider the issues when preparing next year’s and future years’ annual plans.

One small wording addition is proposed to the bylaw as originally drafted:

Clause 15: Origin of Waste

Subpart (a) The only waste which may be deposited at or disposed of at disposal sites in the District shall be refuse which originates from within the Grey District, unless formally sanctioned by Council resolution.

It is suggested that the wording as highlighted is added, so to allow Council the flexibility to consider accepting any waste from outside the district, if it believes it is prudent to do so (noting that this can only be done via full Council resolution).

The Bylaw for consideration by Council for adoption is included as Attachment B.

Given the nature of this item, and that there are no substantive changes proposed from the draft bylaw, the other customary format headings have not been included.
SUGGESTED RECOMMENDATION

That Council –

1. approve and adopt the Grey District Council Solid Waste Bylaw dated 27 August 2012 with the incorporation of the small addition under Clause 15.

2. thank the submitter for her input and advise that the issues raised will be considered as part of future Council budgets.

RECOMMENDATION: (Councillor Osborne)

That Council –

1. approve and adopt the Grey District Council Solid Waste Bylaw dated 27 August 2012 with the incorporation of the small addition under Clause 15.

2. thank the submitter for her input and advise that the issues raised will be considered as part of future Council budgets.
Attachment A: Submission

SUBMISSION FORM

<table>
<thead>
<tr>
<th>Consultation issue</th>
<th>Draft Solid Waste Bylaw 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing date</td>
<td>Monday 13 August 2012 at 5.00 pm</td>
</tr>
</tbody>
</table>

NAME: Penny Kirk

ORGANISATION (IF ANY): 

POSTAL ADDRESS: 28 Saltwater Creek Road

Greytown

TEL: 0272444701

EMAIL: pennykirk@ihow.co.nz

Do you wish to be heard in support of your submission?  □ YES  □ NO

Please write your comments/submission here:

I am in support of the new kerbside recycling scheme. I would like to see provisions for people outside of the collection area to be able to deposit their recyclables without going to the Mt. Lewis Pit. Initially, there were reports of stations in the country area where people could take their recyclables however this does not seem to have eventuated yet. I can see the benefits in the Pareora-Taramakau, Grey Valley and other areas not covered by kerbside recycling. It would need to be done in such a way that people would not dump rubbish also - I'm not sure how this could be achieved.

Attach more pages if needed

Return completed submission form to Grey District Council at:
105 Tanui St, Greytown | Runanga Service Centre, Runanga | P.O. Box 382, Greytown 7940
Email: submissions@greyc.govt.nz | Tel 03 769 9620 | Fax 03 769 9603
Attachment B: Draft Solid Waste Bylaw

DRAFT

SOLID WASTE BYLAW 2012

Last reviewed July 2012

The initial resolution to make this Bylaw was passed by the Grey District Council at a meeting of the Council held on 09 July 2012 and was confirmed following consideration of submissions received during the special consultative procedure by a resolution of the Council at a subsequent meeting of the Council held on XXXX 2012.

Confidentiality date to be determined post public consultation. Council will consider submissions at a meeting on Monday 27 August 2012 and it is intended to have the bylaw in force by 01 September 2012.
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1 Title and commencement
This bylaw is the Grey District Council Solid Waste Bylaw 2012.

2 Commencement
This bylaw comes into force on XX XXXXX 2012

To be confirmed post public consultation. It is intended to have the bylaw in force by 01 September 2012.

Preliminary provisions

3 Purpose of the bylaw
(a) The purpose of this part of the bylaw is to ensure refuse is collected and disposed of in the interests of public health in an efficient and cost effective manner and at the same time ensuring that any obstruction of streets is kept to a minimum.
(b) General issues relating to recycling, ownership of the waste stream, refuse storage and waste management are also covered by the bylaw.

4 Statutory basis
(a) The Solid Waste Bylaw is made pursuant to section 146 of the Local Government Act 2002.

5 Definitions and interpretation
(a) For the purposes of this bylaw the following definitions shall apply:

- OFFICIAL CONTAINER means any movable bin, plastic bag or multi-wall paper bag or other container from time to time approved by the Council and collected by or on behalf of Council
- COUNCIL DISPOSAL SITE means facilities provided by the Council where public can dispose of recyclable materials, organic matter and residual waste as determined by the Council by resolution
- COUNCIL means the Grey District Council
- DEPOSIT means in relation to waste to:
  (a) cast, place, throw or drop and
  (b) to cause or permit waste or other material or thing to be cast, placed, thrown or dropped
- DISPOSAL SITE OPERATOR means the Council officer or contractor operating a Council disposal site
- HOUSEHOLD REFUSE means cold ashes, sweepings, dust, paper, bottles, bones and waste food, cans, cartons, or other food containers, or any other refuse arising or resulting from domestic housekeeping operations
- KERBSIDE COLLECTION SERVICES means Councils recyclable materials and residual waste kerbside collections
- ORGANIC MATTER means materials that are organic in origin and appropriate to be used as feedstock for composting as determined by the Council by resolution
- PERSON includes any public body, board, society, or company, and any other body of persons, whether incorporated or not
**OCCUPIER** means the occupier of any property, and in any case where any building, house, tenement, or premises is or are unoccupied shall be deemed to include the owner of such building, house, tenement, or premises.

**PUBLIC PLACE** means an area that is open to or used by the public and is under the control of the Council.

**RECYCLABLE MATERIALS** means recyclable materials as determined by the Council by resolution.

**RESIDUAL WASTE** means any waste to be landfilled as determined by the Council by resolution.

**SPECIAL WASTES** means any wastes whether from a trade premise or any other source which is hazardous toxic or by its nature requires special disposal because of environmental considerations or landfill operational requirements.

**TERMS AND CONDITIONS** means the terms and conditions relating to the kerbside collection service and the Council waste collection points as determined by the Council by resolution.

**TRADE REFUSE** means any scrap or waste material resulting from the carrying on of any business, manufacture, process, trade, market, or other undertaking.

**WASTE** means any material or substance that is discarded or selected for disposal and includes:
- (a) recyclable materials, organic matter, and residual waste;
- (b) abandoned material; and
- (c) litter.

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### Kerbside waste collection

6 **Kerbside collection services**

(a) Any person using a kerbside collection service must comply with the terms and conditions for that service as determined by the Council by resolution including, but not limited to, the following operational matters:

(i) The geographic areas and provisions that apply to the different categories of kerbside collection services;

(ii) The correct separation of recyclable materials and residual waste into the correct official containers;

(iii) The clearing of recyclable materials before being placed into official containers;

(iv) The placement of official containers for collection;

(v) Collection times;

(vi) Retrieval of official containers;

(vii) The provision of on-site space for official containers for multi-unit buildings;

(viii) Restrictions on the weight of official containers;

(ix) Additional rules as may be required for the efficient operation of the respective collection systems.

(b) Upon the making or amendment of such policy, the Council shall in full give public notice of the policy so made or amended.

The following note is explanatory and is not part of the Bylaw, but is intended to explain its general effect.

Where a kerbside collection service is provided by the Council to a property, persons residing at that property are entitled to use the service, unless it has been withdrawn or suspended under clause 6 of this bylaw. The bylaw does not require that any person must use a kerbside collection service, just because it is available, i.e. a service provided by another contractor can be used.
Official containers to be kept clean and in repair
Every occupier shall keep their refuse container as clean as practicable and shall maintain the same in good repair to the satisfaction of an authorised Council officer.

Containers to be placed conveniently for emptying or removal
Every occupier shall, on the day and not later than the time specified by public advertisement from time to time for removal of refuse, cause the refuse container or refuse containers to be closed to prevent spillage and placed for collection in such situation as may be required by an authorised Council officer appointed for that purpose.

Types of containers to be collected
Every refuse container put out for collection by or on behalf of the Council shall be an official container.

Deposit of certain materials in containers prohibited
No person shall deposit or cause or permit or suffer to be deposited in any refuse container:
(a) Explosive, hot ashes, highly flammable material, infectious material;
(b) Liquids, acid, printer’s ink, paint, or any other viscid fluid;
(c) Broken bottles, glass, glass articles, broken crockery, china or other such sharp articles or materials unless such sharp articles or materials are wrapped so as to prevent injury to persons engaged in collection or disposal work;
(d) Any matter, thing or refuse of any kind whatsoever, other than household refuse;

Provided that if rigid wall containers are used, item 10(c) shall not apply.

Accumulation and storage of household refuse
(a) Every owner or occupier of any premises shall ensure that no accumulation or collection of refuse, except as is herein provided, is permitted or suffered to remain or be in, on, or about such premises or any portion thereof;
(b) Refuse shall not be packed tightly in rigid walled refuse containers, but shall be stored in such a manner that the whole of the contents of the container fall out easily and cleanly when the container is upended.

Removal of trade refuse
Where Council has reached an agreement to remove trade refuse, such refuse will be removed or disposed of by Council, only when the refuse is contained within an official container.

Non-compliance with conditions for kerbside collection service
Any person who does not comply with the terms and conditions for the kerbside collection service that applies to them may be subject to the following action being taken against them:
(a) The rejection (non-collection) of the contents of any official container left out for kerbside collection, if the contents or placement of the container is non-compliant;
(b) The withdrawal or suspension of the kerbside collection service being provided to that person;
(c) Enforcement of any offence that may have been committed under the Litter Act 1979 as a result of the non-compliance;
(d) Enforcement for breach of this bylaw, as provided for in the Local Government Act 2002 and the Waste Minimisation Act 2008, or
(e) Any other steps that may be taken by the Council in law.
Council disposal sites

14 Disposal of refuse
The disposal of refuse on any land or premises set aside by Council for the disposal of refuse shall be subject to such conditions as Council may from time to time impose in respect of the hours of opening and closing, the nature of the refuse which may be disposed of therein, the charges in respect of any such disposal, the position in any such place, in which refuse may be placed, and any other matter which Council may consider necessary or desirable to determine by any such resolution.

15 Origin of waste
(a) The only waste which may be deposited at or disposed of at disposal sites in the District shall be refuse which originates from within the Grey District.
(b) Entry to disposal sites shall be refused to persons who have brought waste originating from any other district for the purpose of depositing at or disposing of such waste, whether in its original or some other form at any disposal site in the Grey District.
(c) Council will, through its approved officer or disposal site operator, have the right to inspect all waste presented for disposal.
(d) Any person intending to dispose waste at a disposal site can be required to complete a written declaration confirming the origin of waste intended for disposal.

16 Non-compliance with conditions for Council disposal sites
Any person who does not comply with the terms and conditions for a disposal site may be subject to the following action being taken against them:
(a) Refusal of entry into any Grey District Council disposal site,
(b) A trespass notice being issued against that person to prevent them from using the disposal site,
(c) Enforcement of any offence that may have been committed under the Litter Act 1979 as a result of the non-compliance,
(d) Enforcement for breach of this bylaw, as provided for in the Local Government Act 2002 and the Waste Minimisation Act 2008, or
(e) Any other steps that may be taken by the Council in law.

Miscellaneous

17 Ownership of the waste stream
Except with the prior permission of Council or an authorised officer, no person may remove or interfere with any waste from an approved container or a Council waste collection point except the person who deposited the materials, or the Council or its agent.

18 Deposit of waste in containers
No person may deposit any waste in an approved container provided to any other person, without that person’s consent.

19 Restrictions on refuse collection operations
No person shall engage in the collection of trade or household refuse or recyclables awaiting collection from a public place without the prior written consent of Council and subject to such conditions as the Council may from time to time impose.
20 **Recyclable materials bins and litter bins in public places**
No person may deposit, or allow to be deposited, waste arising from that person’s household or that person’s business activities in any recyclable materials bin or litter bin provided by the Council in any public place.

21 **Special waste**
No person shall place any special waste in a public place.

22 **Grey District Council general bylaw**
The provisions of the Grey District Council General Bylaw 2008 and any bylaw passed in amendment or substitution are implied into and form part of this bylaw.

23 **Revocation**
The following bylaws are revoked:

- The XXXXXXXXX and the

After the public consultation process and submissions are considered by Council, the reviewed bylaw will be adopted. This will replace the existing Grey District Solid Waste Bylaw adopted June 2008.
CLOSURE