

## WAITOMO DISTRICT COUNCIL

### MINUTES OF A MEETING OF THE WAITOMO DISTRICT COUNCIL HELD IN THE COUNCIL CHAMBERS, QUEEN STREET, TE KUITI ON TUESDAY 26 AUGUST 2025 AT 9.00AM

- PRESENT:** Mayor John Robertson  
Deputy Mayor Allan Goddard  
Dan Tasker  
Eady Manawaiti  
Gavin Todd  
Janene New  
Janette Osborne
- STAFF:** Chief Executive, Ben Smit  
Manager – Governance Support, Michelle Higgie  
Chief Financial Officer, Tina Hitchen  
General Manager – Strategy and Environment, Alex Bell  
General Manager – Infrastructure Services, Shyamal Ram  
Manager – Strategy and Policy, Charmaine Ellery

#### 1. Karakia Tuwhera

#### 2. Apologies

No apologies

#### 3. Declarations of Member Conflicts of Interest

No declarations made.

#### 4. Amendment to Order Paper

The Mayor advised that Item 16 – Procurement Policy Review is removed from the Agenda and the review will be deferred until early in 2026 as it is beneficial for the new Council to workshop the Policy ahead of its adoption.

The Chief Executive advised that this is a required review requested by the Auditors as the Policy's scheduled 3-yearly review is already overdue.

#### 5. Confirmation of Minutes: 29 July 2025

##### Resolution

The Minutes of the Waitomo District Council meeting held on 29 July 2025, including the public excluded Minutes, be confirmed as a true and correct record.

Robertson/Tasker                      Carried

#### 6. Receipt of Unconfirmed Minutes: Audit and Risk Committee – 19 August 2025

##### Resolution

The Unconfirmed Minutes of the Audit and Risk Committee meeting of 19 August 2025 be received.

Robertson/Osborne                      Carried

<b>7. Receipt of Unconfirmed Minutes: Appointments and Chief Executive Relationship Committee – 19 August 2025</b>
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**Resolution**

The Unconfirmed Minutes of the Appointments and Chief Executive Relationship Committee meeting of 19 August 2025 be received.

Robertson/Goddard Carried

<b>8. Mayor's Report – August 2025</b>
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Council considered the Mayor's Report for August 2025.

**Resolution**

The Mayor's Report – August 2025 be received.

Robertson/Todd Carried

<b>9. Chief Executive's Report – August 2025</b>
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Council considered a business paper providing the Chief Executive's oversight of the organisation and its progress toward achieving its vision, outcomes, and priorities

The Chief Executive expanded verbally on the business paper and answered Members questions.

**Resolution**

The Chief Executive's Report – August 2025 be received.

Robertson/New Carried

<b>10. Inframax Construction Limited – Board Governance (Succession Planning)</b>
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Council considered a business paper presenting the Appointments and Chief Executive Relationship Committee's recommendation on an appointment to fill the pending vacancy on the Board of Directors of Inframax Construction Limited.

The Manager – Governance Support and Mayor expanded verbally on the business paper and answered Members questions.

**Resolution**

- 1 The business paper on Inframax Construction Limited – Board Governance (Succession Planning) be received.
- 2 Council note the recommendation of the Appointments and Chief Executive Relationship Committee.
- 3 Council appoint Jonathan Kay to fill the pending vacancy on the Inframax Construction Limited Board of Directors and for the appointment to be effective from 1 November 2025.
- 4 The Mayor liaise with Jonathan Kay and Hugh Goddard to confirm Council's appointment.

Robertson/Goddard Carried

<b>11. Review of Audit and Risk Committee Terms of Reference</b>
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Council considered a business paper presenting a recommendation from the Audit and Risk Committee to make minor amendments the Audit and Risk Committee Terms of Reference.

The Manager – Governance Support expanded verbally on the business paper and answered Members questions.

**Resolution**

- 1 The business paper on Review of Audit and Risk Committee Terms of Reference be received.
- 2 Council approve the minor amendments to the Audit and Risk Committee Terms of Reference as presented.

New/Osborne                      Carried

The Chief Financial Officer entered the meeting at 9.30am.

**12. Bi-Monthly Activity Report: Leadership/Governance, Finance and Information Technology**

Council considered a business paper providing an update on activities that form part of the Leadership/Governance Group including Finance and Information Services.

The Chief Financial Officer and Chief Executive expanded verbally on the business paper and answered Members questions.

**Resolution**

The Bi-Monthly Activity Report: Leadership/Governance, Finance and Information Technology be received.

Tasker/Manawaiti                      Carried

**13. Interim Unaudited Financial Report for the year ended June 2025**

Council considered a business paper providing an overall progress report on Waitomo District Council's financial activities for the period ended 30 June 2025.

The Chief Financial Officer and Chief Executive expanded verbally on the business paper and answered Members questions, noting that this is an interim report and there will be changes between this report and the finalised Annual Report.

The General Manager – Strategy and Environment entered the meeting at 9.47am.

The General Manager – Infrastructure Services entered the meeting at 9.50am.

**Resolution**

The business paper on the Interim Unaudited Financial Report for the period ended 30 June 2025 be received.

Robertson/Goddard                      Carried

**14. 2024/25 Carry Forwards**

Council considered a business paper seeking Council's approval to carry forward unspent 2024/25 operational and capital budgets to the 2025/26 financial year.

The Chief Financial Officer expanded verbally on the business paper and answered Members questions.

**Resolution**

- 1 The business paper on 2024/25 Carry Forwards be received.
- 2 Council approve the carry forward of \$3,492,000 of unexpended 2024/25 capital budget and \$60,000 operational budget to the 2025/26 financial year as follows:

**Capital Expenditure**

<b>Activity</b>	<b>Capital Project</b>	<b>Carryover \$</b>	<b>Comment</b>
Leadership (\$109,300)	Quarry safety improvements	54,000	Remedial work required for Council owned quarries
	High speed internet connection for WDC sites	30,000	Project is to provide high speed internet connection for some WDC sites such as Piopio water treatment plant. This budget will be combined with the budget included in the 2025/26 AP to purchase Starlink equipment and connection.
	End user devices and hardware	13,900	Ongoing equipment replacement
	Administration building renewals and other minor renewals	11,400	Required for final committed costs to complete the project
Recreation and Property (\$340,500)	Subdivision costs for land sales	80,000	This budget is available for land identified for potential sale that may require subdivision and/or changes required to land status.
	Walkways project	35,000	Final costs to complete the project (funded by Better off funding)
	Brook park development	16,300	Reinstatement of fencing at Brook Park was unable to be completed during 2024/25 due to contractor availability
	Centennial Park development	101,300	Continuation of Centennial Park development
	Dog pound renewals	5,200	Upgrade of power supply for Te Kuiti dog pound
	Aquatic Centre pool filter renewals and fencing renewals	35,400	Critical filter replacements of intake pipes for the pool and renewal of fencing
	Toilet renewals	14,300	Benneydale and Piopio toilet upgrades
	Te Kuiti cemetery development	20,000	Complete development of the concept and planting plan, stalled due to consultant availability
	Security camera renewals	33,000	To complete CCTV new and replacement cameras. The contract has been awarded but paused while review of the operational costs and strategy for selected sites.
Solid waste (\$73,400)	Rural transfer stations improvements and renewals	73,400	Work includes the resealing of vehicle movements area at the rural transfer station sites
Stormwater (\$214,300)	Te Kuiti stormwater main renewals	186,900	Stormwater renewal work committed, and work is underway
	Te Kuiti stormwater resource consent renewal	27,400	Stormwater resource consent work committed, and work is underway
Wastewater (\$145,600)	Te Kuiti wastewater main renewal	126,600	Contact committed, remaining budget required for 3 year contract
	Plant mechanical renewals	13,000	Purchase 2 x turbidimeters and a new directional mixer not purchased in 2024/25
	Te Waitere wastewater	6,000	Te Waitere soak improvements planned but not yet implemented
Water Supply (\$381,900)	Te Kuiti bulk reticulation monitoring improvements	50,000	Will be completed as part of the resilience project, includes installation of zone valves, flow meters or pressure monitoring devices.
	Te Kuiti backflow preventers improvements	34,800	Ongoing toby replacement planned

Activity	Capital Project	Carryover \$	Comment
	Te Kuiti water safety plan improvements	144,500	Project in place to continue the water safety plan improvements including tanker filling stations and auto shut-off valves installation.
	Te Kuiti water treatment plant renewals	17,900	Purchase of carbon dosing pump and renewal of safety rails at plant.
	Te Kuiti reticulation renewals	36,500	Remaining funds for project already committed
	Te Kuiti telemetry/SCADA renewals	31,600	Continuation of project. A Server has been purchased, and the remaining costs relate to installation.
	Mokau water safety plan improvements	20,600	Project in place to continue the water safety plan improvements including tanker filling stations and auto shut-off valves installation.
	Mokau watermain renewals	38,000	Contract awarded for project
	Mokau water security of supply	8,000	Budget required for road access repairs for Mokau
Roads (\$2,227,000)	Crown resilience project – Kent Street slip site	344,500	Contract awarded in May 2025 however due to current weather conditions this work has been postponed and will now commence in mid-September.
	Speed management funding	274,900	Contract awarded to complete area wide variable speed sign installations
	Sealed road surfacing renewals	42,300	To be added to the existing 2025/26 budget which will allow for 3-4 additional sites to be completed as part of the maintenance contract.
	Structures components renewals	172,800	The Bridge Structural Maintenance contract is planned to be completed in the summer months of 2025/26 and 2026/27 under a multi-year contract.
	July-Aug 2022 winter storm repairs	10,000	All physical works have been completed. This budget will be used for the required second coat pavement sealing for these sites.
	Jan 2023 storm event	1,382,500	There are multiple contracts under construction with the majority finishing by September 2025. Ramaroa Road site to be completed later in the calendar year as river levels drop.

#### **Operational Expenditure**

Activity	Operational Project	Carry Over \$
Recreation and property	Unspent operational budget for the purchase and implementation of cloud-based asset management system (RAMM) to manage parks and property assets	60,000

Robertson/Osborne Carried

The Chief Financial Officer left the meeting at 10.03am.

#### **15. Bi-Monthly Activity Report: Strategy and Environment Group**

Council considered a business paper providing an update the Council on work programmes that form part of the Strategy and Environment Group.

The Group Manager – Strategy and Environment expanded verbally on the business paper and answered Members questions.

The Manager – Strategy and Policy entered the meeting at 10.05am.

### **Resolution**

The Bi-Monthly Activity Report: Strategy and Environment Group be received.

Todd/Tasker Carried

## **16. District Licensing Committee – Alternate Controller**

Council considered a business paper seeking approval to appoint an additional Alternate Chair for the Waitomo District Licensing Committee.

The General Manager – Strategy and Environment expanded verbally on the business paper and answered Members questions.

### **Resolution**

- 1 The business paper on the Appointment of an additional Alternate Chairperson for the Waitomo District Licensing Committee be received.
- 2 Pursuant to section 193 of the Sale and Supply of Alcohol Act 2012, Truc Tran be appointed as an Alternate Commissioner (Chairperson) of the Waitomo District Licensing Committee.
- 3 All appointments shall continue to the end of the current five-year term (being 21 November 2026).

Goddard/New Carried

The General Manager – Strategy and Environment and Manager – Strategy and Policy left the meeting at 10.13am.

## **17. Land Transport Procurement Strategy 2025-2028**

Council considered a business paper presenting the updated Land Transport Procurement Strategy 2025-2028 for consideration and adoption.

The General Manager – Infrastructure Services expanded verbally on the business paper and answered Members questions.

After consideration Council agreed that approval of the Strategy be deferred until the October Council meeting to enable Council to workshop the Strategy detail ahead of adoption.

### **Resolution**

The business paper on Land Transport Procurement Strategy 2025-2028 be received.

Robertson/Goddard Carried

## **18. Future Stormwater Management**

Council considered a business paper presenting a proposal for the future management of Council's Stormwater Services for consideration and approval.

The Chief Executive expanded verbally on the business paper and answered Members questions.

### **Resolution**

- 1 The business paper on Future Stormwater Management be received.

- 2 Council approve the transfer of Stormwater Management from 1 July 2026 to Council's in-house Roading Team with major capital planning and delivery undertaken by an external provider.

New/Tasker

Carried

**19. Motion to Exclude the Public**

Council considered a business paper enabling Council to consider whether or not the public should be excluded from the consideration of Council business.

**Resolution**

- 1 The public be excluded from the following part of the proceedings of this meeting.
- 2 The general subject of each matter to be considered while the public is excluded and the reason for passing this resolution in relation to each matter, as specified by Section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

General Subject	Reason for passing this resolution	Section 48(1) grounds for the passing of this resolution
1. Update Performance of Recently Installed Three Waters Infrastructure	Section 7(2) (g) To maintain legal professional privilege. <u>and</u> (i) To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1) (d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.
2. Wastewater - Wet Weather Overflows	Section 7(2) (a) To protect the privacy of natural persons, including that of deceased natural persons	Section 48(1) (d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.
3. Progress Report: Release of Council Property for Housing Development – Eketone Street, Te Kūiti	Section 7(2) (h) To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities	Section 48(1) (d) that the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.

General Subject	Reason for passing this resolution	Section 48(1) grounds for the passing of this resolution
4. Verbal Update: 4-6 Moa Street, Piopio	Section 7(2) (i) To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1) (d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.

- 3 Council agree the following staff, having relevant knowledge to assist in the consideration of the items of business to be public excluded, remain in attendance to assist the Council with its decision making:

Staff Member	Reason for Remaining in Attendance
Chief Executive	Chief Executive
Manager – Governance Support	Committee Secretary
General Manager – Infrastructure Services	Portfolio Holder
Manager Three Waters	Portfolio Holder
General Manager – Strategy and Environment	Portfolio Holder

- 4 This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole, or relevant part, of the proceedings of the meeting in the public.

Robertson/Tasker Carried

## 20. Public Excluded Items to be made public following Council's decision taking

### Resolution

Following Council's consideration and decision taking of the public excluded items -

#### 1 Update - Performance of Recently Installed Three Waters Infrastructure

Resolution 1 be made public following this meeting as follows:

##### *Resolution*

*1 The business paper on Update - Performance of Recently Installed Three Waters Infrastructure be received.*

#### 2 Wastewater – Wet Weather Overflows

The Resolution be made public following this meeting as follows:

##### *Resolution*

*The business paper on Wastewater - Wet Weather Overflows be received.*

#### 3 Progress Report: Release of Council Property for Housing Development – Eketone Street, Te Kuiti

The Resolution be made public following this meeting as follows:

***Resolution***

*The Progress Report: Release of Council Property for Housing Development – Eketone Street, Te Kūiti be received.*

**4 Verbal Update: 4-6 Moa Street, Piopio**

The Resolution be made public following this meeting as follows:

***Resolution***

*The business paper on 4-6 Moa Street, Piopio be received.*

Robertson/Tasker

Carried

There being no further business the meeting closed at 12.06pm.

Dated this       day of       2025

JOHN ROBERTSON  
**MAYOR**

Confidential

Confidential

**WAITOMO DISTRICT COUNCIL**  
**Appointments and Chief Executive Relationship Committee**

**MINUTES OF A MEETING OF THE WAITOMO DISTRICT COUNCIL APPOINTMENTS AND CHIEF EXECUTIVE RELATIONSHIP COMMITTEE HELD IN THE MAYOR'S MEETING ROOM, QUEEN STREET, TE KUITI ON TUESDAY 2 SEPTEMBER 2025 AT 9:00AM**

**PRESENT:** Mayor John Robertson  
Deputy Mayor Allan Goddard  
Dan Tasker  
Gavin Todd  
Janene New  
Janette Osborne  
Eady Manawaiti

**IN ATTENDANCE:** Greg Tims (Greg Tims & Associates)  
Chief Executive, Ben Smit (from 11.10am to 1.00pm)

**1. Karakia Tuwhera**

**2. Apologies**

No apologies were received.

**3. Confirmation of Minutes: 19 August 2025**

**Resolution**

The Minutes of the Waitomo District Council Appointments and Chief Executive Relationship Committee meeting of 19 August 2025 be confirmed as a true and correct record.

Robertson/Goddard      Carried

**4. Motion to Exclude the Public**

The Committee considered a business paper enabling the Committee to consider whether or not the public should be excluded from the consideration of Council business.

**Resolution**

- 1 The public be excluded from the following part of the proceedings of this meeting.
- 2 The general subject of the matter(s) to be considered while the public is excluded and the reason for passing this resolution are specified by Section 48(1) of the Local Government Official Information and Meetings Act 1987, as follows:

General Subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Section 48(1) grounds for the passing of this resolution
1. Chief Executive's Annual Performance Review for 2024/25 and Setting of Remuneration for 2025/26	Section 7(2) (a) To protect the privacy of natural persons, including that of deceased natural persons	Section 48(1) (d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.

- 3 Council agree the following staff, having relevant knowledge to assist in the consideration of the items of business to be public excluded, remain in attendance to assist the Committee with its decision making:

Staff Member	Reason for Remaining in Attendance
Chief Executive	Council Chief Executive
Greg Tims	Human Resource Consultant

- 4 This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in the public.

Robertson/New Carried

## **5. Public Excluded Items to be made public following Council's decision taking**

### **Resolution**

Following the Committee's consideration and decision taking of the public excluded items -

**1 Chief Executive's Annual Performance Review for 2024/25 and Setting of Remuneration for 2025/26**


*None of the information (business papers or minutes) be made public following the meeting in accordance with Section 7(2)(a) of the Local Government Official Information and Meetings Act, which is to protect the privacy of natural persons.*

Robertson/Goddard Carried

There being no further business the meeting closed at 1.30pm.

Dated this                      day of                      202

JOHN ROBERTSON  
**MAYOR**

<b>Document ID:</b> 915221	
<b>Report To: Council</b>	
	<b>Meeting Date:</b> 9 October 2025
	<b>Subject:</b> Mayor's Report – October 2025
	<b>Type:</b> Information Only
	<b>Author(s):</b> John Robertson Mayor

## 1. Purpose of Report

- 1.1 The purpose of this business paper is to present the Mayor's report for the current month.

## 2. Suggested Resolution

- 2.1 The following is a suggested resolution only and does not represent Council policy until such time as it is adopted by formal resolution.

- 1 The Mayor's Report – October 2025 be received.

## 3. Commentary

- 3.1 At this last meeting of the Council elected in October 2022, I want us to reflect on the challenges and achievements of the past three years.
- 3.2 The challenges included the significant storm events of 2023, including the declaration of our Council's state of emergency on 28 January that year as floodwaters entered houses in Te Kuiti. Flooding returned on 8 October following an intensive downpour.
- 3.3 These events energized Council to invest in network maintenance and to investigate more thoroughly in how both our stormwater and wastewater systems were working in Te Kuiti. The work is ongoing.
- 3.4 The January event also showed the best of our community, as generous support was provided by Te Kuiti Paa and locals to those most impacted. Civil Defence swung into action and our contractors and emergency services performed like clockwork.
- 3.5 Weather events in 2023 also caused havoc on our road network. Some \$18 million of repair work followed, most now completed.
- 3.6 The Government changed in 2023, bringing an end to "Three Waters" and introducing a new model "Local Water Done Well." This year we joined a collective of six Waikato Councils, the formation of which is now well underway.
- 3.7 In 2024 our District was exposed to the first year of extensive harvesting of pine forests. We addressed the cost of the damage caused by logging trucks by introducing a new targeted forestry rate. While there was some opposition at the time, feedback suggests that this now has widespread support.
- 3.8 At the start of our term members supported the setting up of a new standing committee, Te Raangai Whakakaupapa Koorero, the Māori Relations Committee.

- 3.9 The Committee took on the responsibility of leading the consultation for Māori Wards, something required of Council in this term. This Committee broke new ground, visiting Marae for meetings with Whare throughout our district.
- 3.10 It has engaged with whanau, hapu and whare on a variety of other issues. It has worked well and if continued by the next Council, will grow in stature as this Council addresses further matters of importance to Māori. I thank Councillor Manawaiti for his leadership.
- 3.11 February 2023 saw the opening of the Gallagher Recreation Centre. This Centre continues to be an outstanding success, underpinned by a unique partnership between the Ministry of Education, Te Kuiti High School, Sponsors, and our Council. I thank Deputy Mayor Goddard for his work on the Steering Committee in 2022.
- 3.12 Inframax Construction won Council's maintenance contract. This subsidiary company has generated profits over each of the three years and paid its shareholder the first dividend for 18 years. We appreciate the careful governance of its Board. I particularly thank longstanding retiring director and chair Earl Rattray for his service.
- 3.13 In May this year Council awarded a contract to HEB Construction Limited to strengthen the resilience of Te Kuiti's drinking water network and to increase its storage capacity. While work to explore a solution began under the previous Council, this Council made the decision to proceed by awarding the infrastructure works contract. Total project cost will be close to \$10 million.
- 3.14 In the past three years our parks and reserves have benefited from grants and central government funding. These include upgrading Centennial Park, improving walkways in Te Kūiti along the awa, and the sealing of carparking areas in Mokau, Benneydale and Piopio.
- 3.15 We have continued to release Council land for housing. Kainga Ora opened its twelve apartments in Lawrence Street, built on land sold to it by Council. Te Nehenehenui purchased land from us this year with the intention of building 40 homes. New build private sector house construction has also been relatively strong in the year under review.
- 3.16 Council debt at \$33.2 million has changed little from a year ago. Our operating surplus this year was \$5.5 million. We finish the year in a sound fiscal position.
- 3.17 This Council has been mindful of the pressures on households and has continued to restrain rate increases. Our focus on "core business" and efficiency has enabled this.
- 3.18 At our strategy session in early 2023 we agreed a mission to do all we could to assist to get population growth back into our district. This meant adopting strategic initiatives like releasing land for housing, improving amenity, supporting partnerships, and improving infrastructure. In this past three years we have implemented such initiatives.
- 3.19 Population growth has returned to Te Kuiti after decades of decline and stagnation.
- 3.20 I want to thank elected members for their support through this past three years. This has been a settled Council.
- 3.21 I note especially the service of Councillor New who is retiring after nine years on Council.
- 3.22 Finally I thank the executive leadership team and staff of our Council for their work advising on, preparing, and executing the policies and strategies that elected members have put in place.

Document ID: 909996

**Report To: Council****Meeting Date:** 9 October 2025**Subject:** **Bi-Monthly Activity Report: Community and Partnerships****Type:** Information Only**Author(s):** Helen Beever  
General Manager – Community Services**1. Purpose of Report**

- 1.1. The purpose of this business paper is to update Council on activities that form part of the Community and Partnerships Group.
- 1.2. The business paper also provides an update on a range of Recreation Services and activities.

**2. Suggested Resolutions**

- 2.1 The following is a suggested resolution only and does not represent Council policy until such time as it is adopted by formal resolution.
  - 1 The Bi-Monthly Activity Report: Community and Partnerships be received.

**3. Background**

- 3.1 At its meeting of 28 February 2023, Council adopted a new reporting framework detailing bi-monthly financial reporting and Council group activity reporting.
- 3.2 A reporting schedule was agreed with Infrastructure and Community reporting on the same bi-monthly agenda.
- 3.3 The Community and Partnerships report incorporates commentary on its activities.

**4. Community Support and Development**

- 4.1 The Community Support and Development group of activities incorporates Safe Communities, Community Grants, Youth Engagement and Events.
- 4.2 **CURRENT ACTIVITY**
- 4.3 **CENTENNIAL PARK OPEN DAY**
- 4.4 The Centennial Park Open Day was held on Saturday 27 September. The event featured open sessions and demonstrations from a variety of clubs including Cricket, Croquet, BMX, and the Pipe Band. A highlight of the day was the King Country League 9's Competition, which drew players and spectators from across the region.
- 4.5 With an estimated crowd of approximately 1,000 attendees throughout the day, the event was a success, highlighting the range of sports currently available at the Park and also sparking conversations around future recreational possibilities.

#### 4.6 **PLAY, ACTIVE RECREATION AND SPORT (PARS) PLAN**

- 4.7 One of the actions outlined in the PARS Plan is to explore school-council partnerships.
- 4.8 Recently Sport Waikato and Waitomo District Council staff visited Benneydale School to meet the newly appointed principal.
- 4.9 The visit was a chance to discuss how sport and active recreation can support student wellbeing and community engagement. It was a positive and collaborative kōrero, highlighting the shared commitment to supporting tamariki and whānau in the area. Discussions will continue.

#### 4.10 **MAYORS TASKFORCE FOR JOBS (MTFJ)**

- 4.11 The MTFJ programme continues to deliver strong outcomes, with seven young people placed into full-time employment and one in part-time employment. The part-time employee is expected to transition into a full-time position. These placements reflect the programme's ongoing success in supporting meaningful employment pathways for local rangatahi.
- 4.12 Driver licencing support remains a key focus, with six young people commencing driving lessons and three successfully obtaining licences—two restricted and one full. A further two individuals have full licence tests booked. Due to the geographical nature of our district, a full driver's licence is increasingly becoming a prerequisite for employment.
- 4.13 MTFJ continues to actively engage with employers across the district to identify and secure opportunities for young people. Collaboration remains strong, with Work and Income staff, the Work Broker, MSD Contracts Manager, Waitomo District Council and the Mayor working together to advocate for further opportunities and targeted support through the MTFJ programme.

#### 4.14 **TECH STEP 2026**

- 4.15 Funding of \$5,000 has been secured from the Auckland Chamber of Commerce to support a Te Kūiti Tech Step event in 2026. The event will take place on 14 and 15 May at the Les Munro Centre.
- 4.16 Further financial and in-kind support will be sought to ensure the event is a success.

#### 4.17 **RISKS AND OPPORTUNITIES**

- 4.18 There are no immediate identified risks with these activities.

#### 4.19 **LOOKING FORWARD – THE NEXT 3 MONTHS**

- 4.20 Applications to the Sport New Zealand Rural Travel Fund and Creative Communities Scheme will open on 1 October. Applications will be assessed in November.
- 4.21 The Top of the Town event will be held at Centennial Park on Saturday 8 November 2025. Planning is underway.
- 4.22 The Waitomo District's Christmas Parade will be held on Friday 12 December 2025. The theme for this year's parade is Christmas Movies.

### **5. Customer Services**

#### 5.1 **CURRENT ACTIVITY**

#### 5.2 **DOG REGISTRATION**

- 5.3 On 24 July 2025 the Customer Service Team started the campaign to contact all dog owners that had not registered their dogs before applying a penalty. 467 owners were contacted.
- 5.4 186 owners received penalties on 8 August 2025.
- 5.5 As at 25 September 2025 there have been 2,659 dogs registered (1,110 owners).

## 5.6 **RATES REBATE**

- 5.7 The number of Rates Rebate applications has noticeably increased with the change in eligibility for SuperGold Card holders.
- 5.8 The increase in household income threshold has meant that many applicants who have not met the criteria in the past are now eligible.
- 5.9 As at 25 September 2025, there have been 224 rates rebates processed.

## 5.10 **RISKS AND OPPORTUNITIES**

- 5.11 There are no immediate identified risks with this activity.

# 6. **Waitomo District Library**

## 6.1 **CURRENT ACTIVITY**

- 6.2 During the September holidays, the library partnered with Youthtown and the Gallagher Recreation Centre to deliver a series of engaging programmes for local tamariki.
- 6.3 64 children took part in the *Mystery at the Library* event, where they solved puzzles, cracked codes, unlocked mystery boxes, and followed clues to uncover hidden secrets. Another 49 tamariki took part in *The Great Inflate*, creating balloon-powered race cars, balloon yoyos, and other imaginative inventions.
- 6.4 Many other families have dropped in to contribute to the library's third collaborative picture book, 'Things That Make Me Smile'. The book will be published and added to the library collection during October.
- 6.5 As of 1 July, changes have been implemented in the processing of library items to reduce the use of plastics — with the exception of the children's picture book collection. This initiative will be trialled over the next year to assess whether the items maintain a good shelf life under the new system. The change is expected to reduce costs and contribute to a more environmentally friendly approach to collection management.

## 6.6 **RISKS AND OPPORTUNITIES**

- 6.7 There are no immediate identified risks with this activity.

## 6.8 **LOOKING FORWARD – THE NEXT 3 MONTHS**

- 6.9 Initial discussions have begun with Ōtorohanga District Library to plan this year's Summer Reading Programme, which is expected to run from December through to March. The programme will feature a mix of reading activities, STEM-based challenges, and potentially some 3D printing experiences to engage tamariki in creative and educational ways.

# 7. **Recreation Services**

- 7.1 Council Recreation Services incorporates the Waitomo Aquatic Centre and Gallagher Recreation Centre.

## 7.2 **CURRENT ACTIVITY**

## 7.3 **GALLAGHER RECREATION CENTRE (GRC)**

- 7.4 The GRC continues to be well utilised with sports trainings and events, as well as meetings and workshops.
- 7.5 Gym membership stands at 385 members. There have been various promotions running throughout the year to increase membership. A promotion is currently underway - Join Now & Give Back. No joining fees apply, instead a \$10 donation is made to the Belgravia Foundation to get more people

more active more often in our community. Funds raised will go towards a local community day to be held at a future date.

- 7.6 Mini ball is in full swing, engaging primary school students from around the district. The competition runs three days per week (Tuesday, Wednesday, Thursday) with numbers attending approximately 250 per day. The competition runs through to the end of December.
- 7.7 A school holiday programme was delivered during the first week of the September school holidays (22–26 September), with over 40 children participating each day. The initiative was led by Youthtown, with support from Sport Waikato to help establish the programme. Funding was provided by the Sport New Zealand Tu Manawa Fund, enabling free participation for all attendees. The programme will run again during the January and April 2026 school holidays (one week each), also funded by Tu Manawa. As part of the activities, children visited the library twice to take part in special library-hosted events.
- 7.8 Te Kuiti High School hosted the Active As programme, bringing students from around our area, utilising the stadium and multipurpose room.
- 7.9 Te Nehenehenui, in conjunction with Te Kuiti High School, will host a Hauora Day on 14 and 15 October, with numerous sporting stations located throughout the school zone and the stadium.
- 7.10 **WAITOMO DISTRICT AQUATIC CENTRE**
- 7.11 Staff are preparing the facility for the 2025/26 season. Minor maintenance is being finalised in preparation for opening in early October.
- 7.12 **RISKS AND OPPORTUNITIES**
- 7.13 There are no immediate identified risks with this activity.

<b>8. Human Resources</b>
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- 8.1 Over the last few months, WDC has been successful in recruiting the following positions:
- Solid Waste Lead
  - Library Assistant
  - Finance Officer
- 8.2 The following positions remain vacant:
- Three Waters Engineer
  - Programme Lead Procurement

**Document No:** 915226**Report To: Council****Meeting Date:** 9 October 2025**Subject:** **Inframax Construction Limited – Governance Matters for 2025 Annual General Meeting****Type:** Decision Required**Author(s):** Michelle Higgle  
Manager – Governance Support**1. Purpose of Report**

- 1.1 The purpose of this business paper is to present to Council matters for consideration relating to the upcoming Inframax Construction Limited (ICL) 2025 Annual General Meeting (AGM) which will be convened in the Council Chambers on Tuesday 28 October 2025 at 2.00pm.

**2. Suggested Resolutions**

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.
- 1 The business paper on Inframax Construction Limited – Governance Matters for 2025 Annual General Meeting be received.
  - 2 Council notes the retirement of Earl Rattray following the 2025 Annual General Meeting and acknowledges and thanks him for his service to the Board over the last 14 years.
  - 3 Council notes the succession planning arrangements completed this year with the appointment of Jonathan Kay, the appointment being effective from 1 November 2025.
  - 4 Council confirms the number of Directors for Inframax Construction Limited pursuant to Clause 11.1 of the ICL Constitution i.e. “unless so determined, the minimum number shall be four and the maximum number shall be six.”
  - 5 Council re-appoints Hugh Goddard to the Board of Directors following retirement by rotation pursuant to the Inframax Construction Limited Constitution and the Retirement by Rotation Plan approved by Council on 31 October 2023.
  - 6 Council appoints Hugh Goddard as Board Chair, effective immediately following the 2025 Annual General Meeting.
  - 7 Council notes that next 3-yearly remuneration review for the Board of Directors is due prior to the 2027 Annual General Meeting.

**3. Background**

- 3.1 ICL is a Council Controlled Organisation in accordance with Section 6 of the Local Government Act 2002, with Waitomo District Council (WDC) having full ownership by way of a 100% shareholding investment.
- 3.2 In accordance with the ICL Constitution and Council’s Policy on the Appointment of Directors to Council Controlled Organisations (WDC Policy), there are a number of governance matters that require review prior to ICL’s annual general meeting, including:
- Any Succession Planning requirements
  - Number of Directors (ICL Constitution - Clause 11.1)
  - Retirement by Rotation of Directors (ICL Constitution - Clause 11.6)
  - Appointment of Chairperson (ICL Constitution – Clause 13.4)
  - Remuneration of Directors (WDC Policy – Section 3.3)

## 4. Commentary

### 4.1 Current Board Membership

4.2 The current membership of the ICL Board of Directors (BoD) is as follows:

Chair Earl Rattray	<i>First appointed as a Director effective 3 May 2011. Re-appointed after each retirement by rotation since (the last being October 2022). Appointed as Chair effective October 2022.</i>
Director Janie Elrick	<i>Appointed as a Director effective 1 April 2022. Re-appointed following retirement by rotation October 2023.</i>
Director Chris Ryan	<i>Appointed as a Director effective 1 April 2022. Re-appointed following retirement by rotation October 2024.</i>
Director Hugh Goddard	<i>Appointed as a Director effective 1 April 2022. To retire by rotation in October 2025.</i>

### 4.3 Succession Planning

4.4 The current Chair, Earl Rattray, has advised he is retiring from the Board at the 2025 AGM.

4.5 All other directors intend to stay on the BoD.

4.6 Council at its meeting of 26 August 2025 concluded a succession planning process with the appointment of Jonathan Kay (effective from 1 November 2025) to fill the vacancy resulting from Earl Rattray's retirement.

### 4.7 Number of Directors

4.8 With respect to the number of Directors, Clause 11.1 of the ICL Constitution provides:

*"The minimum and maximum number of Directors may be determined from time to time by the Council, and unless so determined, the minimum number shall be four and the maximum number shall be six."*

4.9 Council at its 29 October 2024 meeting resolved:

2 Council confirms the number of Directors for Inframax Construction Limited pursuant to Clause 11.1 of the ICL Constitution i.e. "unless so determined, the minimum number shall be four and the maximum number shall be six."

4.10 The ICL Board of Directors (BoD) recommended retaining a Board of four directors and the consensus is this provides opportunity to ensure the right level of diversity of experience, skills and expertise around the Board table.

4.11 With the appointment of Jonathan Kay to fill the vacancy left by the retirement of Earl Rattray, the required minimum of four directors is retained.

### 4.12 Retirement by Rotation

4.13 Section 11.6 of the ICL Constitution refers to the Rotation of Directors as follows:

11.6.1 **One Third Retire:** *At the annual meeting in every year, one third of the Directors (with a minimum of two) or if the number is not a multiple of three then the number nearest to one third, shall retire from office.*

Note: Since the number of directors has been four or less, Council has proceeded with a retirement by rotation on the basis of "the nearest number to one third" (being one director) rather than "(with a minimum of two)". This is to assist with consistency of the directorship moving forward i.e. directors retire by rotation every fourth year instead of every second year.

4.14 Section 11.6 of the ICL Constitution also provides:

**11.6.2 Longest Serving Retire:** *The Directors to retire shall be those who have been longest in office, but as between persons who became Directors on the same day, the directors to retire shall, unless otherwise agreed between them, be determined by lot.*

**11.6.3 Re-Election:** *A retiring Director shall be eligible for re-election.*

4.15 In accordance with Clause 11.6.1 of the ICL Constitution, with the current number of directors being four (including the Chair), the nearest number to one third is one, and therefore one director must retire by rotation. In accordance with Clause 11.6.2, the longest serving Director is required to retire by rotation.

4.16 As three of the current three Directors were all appointed at the same time (April 2022), the BoD recommended to Council ahead of the 2023 AGM that the Directors retire by rotation as follows:

2023 – Janie Elrick  
2024 – Chris Ryan  
2025 – Hugh Goddard

4.17 Council at its meeting on 31 October 2023 resolved to approve the BoD's recommendation for the above retirement by rotation plan.

4.18 Janie Elrick retired by rotation and was re-appointed at the 2023 AGM.

4.19 Chris Ryan retired by rotation and was re-appointed at the 2024 AGM.

4.20 Hugh Goddard is due to retire by rotation at the 2025 AGM and has confirmed his availability for re-appointment. Hugh has also advised that is happy to take on the Chair position should Council wish him to do so.

#### **4.21 Appointment of Chairperson**

4.22 Section 13.4 of the ICL Constitution reads:

**13.4 Chairperson:** *The chairperson shall be appointed from time to time by notice in writing from the Council to the Company; but if no such chairperson is appointed at any time, or if at any meeting the chairperson is not present within fifteen minutes after the time appointed for the meeting, the meeting shall be cancelled.*

4.23 As the current Chairperson (Earl Rattray) is retiring following the 2025 AGM, Council must appoint a new Chairperson to be effective immediately following the 2025 AGM.

4.24 Current director Hugh Goddard has confirmed he is available for re-appointment following his required retirement by rotation and is willing to take up the Chair position.

#### **4.25 Directors Remuneration**

4.26 Sections 2.3 and 3.3 of Council's Policy on the Appointment of Directors to Council Controlled Organisations (June 2021) read:

##### **2.3 Remuneration**

**2.3.1** *Remuneration will be determined on a case by case basis taking in to account the size, form and purpose of the organisation, any previous level of fees paid by the shareholder and any other relevant requirements contained in the organisation's constitution.*

##### **3.3 Remuneration**

**3.3.1** *The Council will set ICL directors' remuneration either by resolution at the Annual General Meeting or by way of resolution of Council. The resolution will state whether the remuneration is set as a fixed cap for Board Remuneration, to be allocated by the Board, or specifying the salaries to be paid to the directors and chairperson.*

**3.3.2** *Remuneration for directors will be determined by an analysis of market rates for comparable positions at the time appointment(s) are being made and thereafter assessed every three years.*

4.27 The BoD remuneration was increased in 2024 and is currently at the following rates:

- The Board Chair remuneration is to be set at \$66,000 per annum
- The Directors remuneration is to be set at \$33,000 per annum

4.28 The next 3-yearly remuneration review will be ahead of the 2027 ICL AGM.

## **5. Attachments/Separate Enclosures**

Attachments:

- 1 Inframax Construction Limited Constitution
- 2 Waitomo District Council Policy on the Appointment of Directors to Council Controlled Organisations



\*10046036027\*

*The Companies Act 1993*  
**NOTICE OF ADOPTION, ALTERATION, OR  
REVOCATION OF CONSTITUTION**  
(Section 32(3))

(for office use only)

Please note that the information in this form must be either typewritten or printed. It must not be handwritten.

Company  
Name

INFRAMAX CONSTRUCTION LIMITED

Company Number

HN 508698

The abovenamed company has -  
(Place a tick ✓ in the appropriate box)

☐

adopted a constitution

☒

altered its constitution

☐

revoked its constitution

The company adopted a new constitution on October 28<sup>th</sup> 2003 and altered the constitution on

2	6
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Day

0	5
---	---

Month

0	4
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Year

A copy of the constitution as adopted is attached to this notice.

Signature of Director/Authorised Person

Name of Director/Authorised Person

Kevin Francis Were

Date

May 26<sup>th</sup> 2004

Presented by

Simpson Grierson  
Solicitors

Account No.

Postal Address

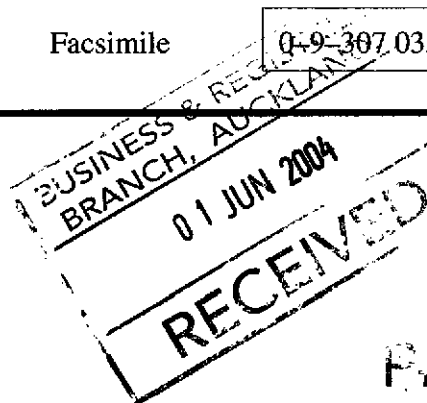
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JAR

Telephone

0-9-358 2222

Facsimile

0-9-307 0331



P# C9

-3 JUN 2004

# **CONSTITUTION**

## **May 2004**

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**INFRAMAX CONSTRUCTION LIMITED**



## INFRAMAX CONSTRUCTION LIMITED

### CONSTITUTION

#### 1. INTERPRETATION

In this Constitution, unless the context otherwise requires:

##### 1.1 Definitions:

"**Act**" means the Companies Act 1993 as amended from time to time;

"**Board**" means the Directors of the Company who number not less than the required quorum acting together as a Board of directors;

"**Company**" means Inframax Construction Limited;

"**Constitution**" means this Constitution as amended from time to time;

"**Council**" means The Waitomo District Council, duly constituted under the provisions of the Local Government Act 1974 and the Local Government Act 2002;

"**Director**" means a person appointed and continuing in office, in accordance with this Constitution, as a director of the Company;

"**Local Government Act**" means the Local Government Act 2002 as amended from time to time; and

"**Statement of Intent**" means each Statement of Intent to be completed by the Board in terms of section 64 of the Local Government Act 2002.

#### 2. CONSTITUTION

**2.1 Effect of Constitution:** The Company, the Board, each Director and each shareholder of the Company have the rights, powers, duties, and obligation to set out in the Act except to the extent that they are negated or modified by the Constitution. Subject to the Act, the Constitution is binding on and enforceable by each of the Company, the Board, each Director and each shareholder against any other of them in accordance with its terms.

**2.2 Relationship of Constitution to Act and Local Government Act:** Where there is any conflict between the Constitution and any mandatory provision in the Act or the Local Government Act, the mandatory provision in the applicable Act shall prevail.

- 2.3 Constitution Of No Effect:** This Constitution has no effect to the extent that it contravenes, or is inconsistent with, the Act, the Local Government Act or the Statement of Intent.

### 3. MANAGEMENT OF THE COMPANY

- 3.1 Local Government Act and Statement of Intent:** The business and affairs of the Company must be managed strictly in accordance with the applicable provisions of the Local Government Act and the Statement of Intent.
- 3.2 Decisions Relating to Operation:** All decisions of the Board relating to the operation of the Company must be made in accordance with the Statement of Intent and this Constitution.
- 3.3 Role of Director:** Without limitation to any other duties that a Director has, the role of each Director is to assist the Company to meet its objectives and any other requirements in its Statement of Intent.

### 4. CALLS ON SHARES

- 4.1 Board May Make Calls:** The Board may from time to time make such calls as it thinks fit upon the shareholders in respect of any amount unpaid on their shares and not by the conditions of issue made payable at a fixed time or times, and each shareholder shall, subject to receiving at least 14 days' written notice specifying the time or times and place of payment, pay to the Company at the time or times and place so specified the amount called. A call may be revoked or postponed as the Board may determine.
- 4.2 Timing of Calls:** A call may be made payable at such times and in such amount as the Board may determine.
- 4.3 Liability of Joint Holders:** The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 4.4 Interest:** If an amount called in respect of a share is not paid before or on the time appointed for payment thereof, the person from whom the amount is due shall pay interest on that amount from the time appointed for payment thereof to the time of actual payment at such rate not exceeding 10% per annum as the Board may determine, but the Board shall be at liberty to waive payment of that interest wholly or in part.
- 4.5 Instalments:** Any amount which by the terms of issue of a share becomes payable on issue or at any fixed time shall for all purposes be deemed to be a call duly made and payable at the time at which by the terms of issue the same becomes payable and, in case of non-payment, all the relevant provisions of this Constitution relating to payment of interest and expenses, forfeiture, or otherwise shall apply as if the amount had become payable by virtue of a call duly made and notified.

- 4.6 **Differentiation as to Amounts:** The Board may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

## 5. FORFEITURE OF SHARES

- 5.1 **Notice of Default:** If any person fails to pay any call or any instalment of a call for which such person is liable at the time appointed for payment, the Board may at any time thereafter serve notice on such person requiring payment of the amount unpaid together with any interest which may have accrued.
- 5.2 **Final Payment Date:** The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment on or before the time appointed, the shares in respect of which the amount was owing will be liable to be forfeited.
- 5.3 **Forfeiture:** If the requirements of any such notice are not complied with, any share in respect of which the notice has been given may be forfeited, at any time before the required payment has been made, by a resolution of the Board to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share and not actually paid before the forfeiture.
- 5.4 **Sale of Forfeited Shares:** A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board in its sole discretion thinks fit and, at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board thinks fit. If any forfeited share shall be sold within 12 months of the date of forfeiture, the residue, if any, of the proceeds of sale after payment of all costs and expenses of such sale or any attempted sale and all amounts owing in respect of the forfeited share and interest thereon shall be paid to the person whose share has been forfeited.
- 5.5 **Cessation of Shareholding:** A person whose share has been forfeited shall cease to be a shareholder in respect of the forfeited share, but shall, nevertheless, remain liable to pay to the Company all amounts which, at the time of forfeiture, were payable by such person to the Company in respect of the share, but that liability shall cease if and when the Company receives payment in full of all such amounts.
- 5.6 **Evidence of Forfeiture:** A statutory declaration in writing declaring that the declarant is a director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of such facts as against all persons claiming to be entitled to the share.
- 5.7 **Validity of Sale:** The Company may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may

execute a transfer of the share in favour of the person to whom the share is sold or disposed of, and such person shall then be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall such person's title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

## 6. TRANSFER OF SHARES

- 6.1 Freedom to Transfer is Qualified:** Every shareholder, who desires to sell or transfer any shares (the "proposing transferor") shall give notice in writing (a "transfer notice") to the Company that the proposing transferor desires to transfer the shares. The transfer notice must nominate the sum the proposing transferor considers to be the value of the shares referred to in the transfer notice.
- 6.2 Board to Act as Agent:** A transfer notice shall (subject to the provisions of clauses 6.1 to 6.8) constitute the Board as the agent of the proposing transferor for the sale of such shares to any shareholder or shareholders of the Company at the sum specified in the transfer notice, or, at the option of any of the shareholders at the fair value to be fixed in accordance with clause 6.5.
- 6.3 All Shares to be Transferred:** If a transfer notice includes several shares it shall not operate as if it were a separate transfer notice in respect of each share and the proposing transferor shall be under no obligation to sell or transfer part only of the shares specified in the transfer notice. Except as provided in clause 6.5 the transfer notice shall not be revocable without the sanction of the Board in writing.
- 6.4 Purchaser:** If the Board, within the space of one calendar month after being served with a transfer notice, finds a shareholder or shareholders willing to purchase the shares (the "transferee" or "transferees"), and gives notice thereof to the proposing transferor, the proposing transferor shall, subject to clause 6.5, be bound to transfer the shares to the transferee or transferees upon payment of the sum specified in the transfer notice or the fair value determined in accordance with clause 6.5 (as the case may be) (subject to any lien which the Company may have under the Constitution or the terms of issue of the shares and to deduction in respect thereof).
- 6.5 Determination of Fair Value:** If any difference arises between the proposing transferor and the transferee as to the fair value of the shares, the price of the share or shares shall be the fair value determined by the Council. If the fair value fixed as aforesaid is less than the sum nominated in the transfer notice, the proposing transferor may revoke the transfer notice by giving notice in writing to the Company within 7 days of receipt by the proposing transferor of notice of the "fair value" determined by the Council.

- 6.6 Default by Transferor:** If, in any case the proposing transferor after becoming bound to transfer the shares makes default in transferring the shares, the Company may execute a transfer or transfers of the shares on behalf of the proposing transferor and the Company may receive the purchase money and shall thereupon cause the name or names of the transferee or transferees to be entered in the register as the holder or holders thereof and shall hold the purchase money (subject to any lien in favour of the Company) in trust for the proposing transferor. A Director's receipt will be a good discharge to the transferee or transferees for the purchase price and no question can be raised as to the title of the transferee or transferees to the shares after the transferee or transferees are registered as the holders thereof.
- 6.7 Disposition of Shares:** Subject to the provisions of this Constitution, the shares specified in any transfer notice given to the Company pursuant to clause 6.1 shall be dealt with as follows:
- 6.7.1 Shareholders of Same Class of Shares:** The said shares must be offered in the first instance to holders of the class of shares contained in the transfer notice and, if after satisfying the claims of such holders including their claims to any excess (which shall be satisfied pro rata according to their holdings), in the second instance to holders of other classes of shares in each case as nearly as may be in proportion to the number of existing shares in that class held by them respectively, and the offer shall in each case limit the time within which the same if not accepted will be deemed to be declined and may at the same time contain a notification that any such shareholder who desires an allotment of shares in excess of that shareholder's proportion should in the reply to the Company state how many excess shares that shareholder desires to purchase;
- 6.7.2 Unclaimed Shares:** If all such shareholders do not claim their proportions, the unclaimed shares shall be used for satisfying the claims in excess pro rata according to the number of shares applied for.
- 6.8 No Shareholder to Purchase:** If the Company cannot within the space of one month after being served with a transfer notice find a shareholder or shareholders willing to purchase the shares and give notice in the manner aforesaid, the proposing transferor may unless the proposing transferor has revoked the transfer notice pursuant to clause 6.5, at any time within 3 calendar months after the expiration of the said period of one month sell and transfer the shares to any person at a price not lower than the value specified in the transfer notice or the fair value fixed as aforesaid and clauses 6.1 to 6.7 shall not apply to such transfer provided that the right herein conferred on a shareholder shall in all cases be subject to the provisions of clause 7.

- 6.9 All Shareholders Consent:** Clauses 6.1 to 6.8 shall not apply in the case of any transfer of a share or shares approved in writing by all the shareholders of the Company.

## **7. REFUSAL TO REGISTER TRANSFERS**

- 7.1 Directors' Right to Refuse Registration:** Subject to compliance with the provisions of section 84 of the Act, the Board may refuse or delay the registration of any transfer of any share to any person whether an existing shareholder or not:

- 7.1.1 Required by Law:** if so required by law;
- 7.1.2 Imposition of Liability:** if registration would impose on the transferee a liability to the Company and the transferee has not signed the transfer;
- 7.1.3 Failure to Pay:** if a holder of any such share has failed to pay on due date any amount payable thereon either in terms of the issue thereof or in accordance with the Constitution (including any call made thereon);
- 7.1.4 Infant or Unsound Mind:** if the transferee is an infant or a person of unsound mind;
- 7.1.5 More Than One Class:** if the transfer is in respect of more than one class of shares;
- 7.1.6 Proof of Ownership:** if the transfer is not accompanied by such proof as the Board reasonably requires of the right of the transferor to make the transfer; or
- 7.1.7 Pre-emptive Rights:** if the pre-emptive provisions contained in clause 6 have not been complied with.

## **8. NEW ISSUE OF SHARES**

New shares offered to shareholders pursuant to section 45 of the Act and not accepted within the prescribed time or in respect of which an intimation is received from the person to whom the offer is made declining such offer may be disposed of by the Board in such manner as it thinks most beneficial to the Company provided that the Board may not offer terms to third parties which are more favourable than the terms upon which the shares were offered to shareholders. If the Board shall dispose of any such share at a price in excess of that at which it was offered to a shareholder, it may in its discretion pay the whole or any part of such excess to such shareholder.

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**9. ACQUISITION OF COMPANY'S OWN SHARES**

- 9.1 Authority to Acquire Own Shares:** For the purposes of sections 59 and 60(1)(b)(ii) of the Act, the Company is expressly authorised to purchase or otherwise acquire shares issued by it.
- 9.2 Authority to Hold Own Shares:** Subject to any restrictions or conditions imposed by law the Company is expressly authorised to hold shares acquired by it pursuant to section 59 or section 112 of the Act.

**10. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS**

- 10.1 First Schedule Modified:** The first schedule to the Act is modified as provided in this section 10.
- 10.2 Chairperson:** Sub-clause 1(2) of the first schedule to the Act is deleted and replaced with the following:

"1(2) If no chairperson of the Board has been appointed, or if at any meeting of shareholders the chairperson of the Board is not present within 15 minutes of the time appointed for the commencement of the meeting, at the option of the Shareholders, the meeting shall be cancelled or the Shareholders may agree a person present to act as the chairperson.

- 10.3 Notice of Meetings:** Clause 2 of the first schedule to the Act is amended as follows:

**10.3.1** By deleting sub-clause (4) and replacing it with the following:

"(4) The chairperson may, and if so directed by the meeting shall, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting."

**10.3.2** By adding the following sub-clause:

"(5) The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive

such notice shall not invalidate the proceedings at that meeting."

**10.4 Voting:** Clause 5 of the first schedule to the Act is amended as follows:

**10.4.1** By adding the following words to the end of sub-clause (7):

"(7) In the case of an equality of votes, whether voting is by voice or show of hands or poll the motion or resolution being voted on shall be deemed to be defeated.

**10.4.2** By adding the following sub-clauses:

"(9) Subject to any rights or restrictions for the time being attached to any class of shares, every shareholder present in person or by proxy and voting by voice or on a show of hands shall have one vote."

"(10) The chairperson may demand a poll on a resolution either before or after a vote thereon by voice or on a show of hands."

"(11) The demand for a poll may be withdrawn."

"(12) Except as provided in sub-clause (13), if a poll is duly demanded it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded."

"(13) A poll demanded on the question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time and place as the chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll."

**10.5 Postal Votes:** Clause 7 of the first schedule to the Act providing for postal votes is deleted.

**10.6 Proxies and Representatives:**

**10.6.1 Right to Proxy:** The Council may exercise the right to vote either by being present or by proxy or representative.

- 10.6.2 Right to Attend and be Heard:** A proxy or representative for the Council is entitled to attend and be heard and vote at a meeting as if the proxy or representative were the Council.
- 10.6.3 Appointment of Proxy:** A proxy must be appointed by notice in writing signed by the Council and the notice must state whether the appointment is for a particular meeting or a specified term not exceeding 12 months.
- 10.6.4 Proxy to be Produced:** No proxy is effective in relation to a meeting unless a copy of the notice of appointment is produced before the start of the meeting.
- 10.6.5 Proxy Form to be Sent:** A proxy form shall be sent with each notice calling a meeting.
- 10.6.6 Form of Proxy:** An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

**INFRAMAX CONSTRUCTION LIMITED**

**INSTRUMENT APPOINTING A PROXY**

The Waitomo District Council being a member of **Inframax Construction Limited** hereby appoints (print name of proxy) \_\_\_\_\_ of or failing him/her \_\_\_\_\_ of \_\_\_\_\_ as my/our proxy to vote for me/us on my/our behalf at the [.....th Annual] [Special] Meeting of the Company to be held at \_\_\_\_\_ on \_\_\_\_\_ commencing at [am/pm] [or all meetings of the Company held within twelve months of the date hereof] and at any adjournment of any such meeting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_  
(Usual signature/s)"

- 10.6.7 Alternative Form:** Where it is desired to give the Council an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

**INFRAMAX CONSTRUCTION LIMITED**

**INSTRUMENT APPOINTING A PROXY**

The Waitomo District Council being a member of **Inframax Construction Limited** hereby appoints (print name of proxy) \_\_\_\_\_ of \_\_\_\_\_ or \_\_\_\_\_

failing him/her of as my/our proxy to vote for me/us on my/our behalf at the [.....th Annual] [Special] Meeting of the Company to be held at on commencing at [am/pm] and at any adjournment thereof.

I/We direct my/our proxy to vote in the following manner

#### Vote with a Tick

Resolutions	For	Against
1.	_____	_____
2.	_____	_____

Signed this day of  
(Usual signature/s)"

**10.7 Representatives:** A body corporate which is a shareholder may appoint a representative to attend a meeting on its behalf in the same manner as that in which it can appoint a proxy.

#### **10.8 Resolutions in Lieu of Meeting:**

**10.8.1 Resolutions in Writing:** A shareholders' resolution in lieu of a meeting signed in accordance with section 122 of the Act is as valid as if it had been passed at a meeting, and may consist of several documents in like form, each signed by one or more shareholders. A facsimile of any such signed resolution shall be as valid and effectual as the original signed document with effect from completion of its transmission.

**10.8.2 Prior Notice Unnecessary:** A resolution in accordance with clause 10.8.1 may be signed under clause 10.8.1 without any prior notice being given.

**10.8.3 Representative to Sign Resolutions:** A representative appointed by the Council to attend a meeting shall be deemed to have authority from the Council to sign any resolution.

### **11. DIRECTORS**

**11.1 Number of Directors:** The minimum and maximum number of Directors may be determined from time to time by the Council, and unless so determined, the minimum number shall be four and the maximum number shall be six.

- 11.2 Qualification:** A person will be disqualified from being appointed or holding office as a director of the Company if that person is a member, officer or employee of a Territorial Authority as defined in the Local Government Act.
- 11.3 Tenure of Office:** Each Director shall hold office until:
- 11.3.1 Removal:** removal in accordance with the Constitution; or
- 11.3.2 Vacation of Office:** vacation of office pursuant to section 157 of the Act; or
- 11.3.3 Dies:** the Director dies; or
- 11.3.4 Absence from Meetings:** vacation of office resulting ipso facto from being absent without permission of the Board from three consecutive meetings of the Board.
- 11.4 Appointment and Removal of Directors by Shareholders:** The Directors of the Company shall be such person or persons as may from time to time be appointed either by the shareholders by ordinary resolution or by notice in writing to the Company signed by the holder or holders of a majority of the shares in the capital of the Company but so that the total number of directors shall not at any time exceed the maximum number, if any, fixed pursuant to clause 11.1. Every Director shall hold office subject to the provisions of this Constitution and may at any time be removed from office by ordinary resolution of the shareholders or by notice in writing to the Company signed as aforesaid. Directors may be appointed individually or together unless the shareholders by ordinary resolution require any director's appointment to be voted on individually.
- 11.5 Casual Vacancies:** The Board shall not have power at any time to appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person may be appointed by notice in writing to the Company from the Council to be a Director either to fill a casual vacancy or as an additional Director but so that the total number of Directors shall not at any time exceed the number determined in accordance with clause 11.1 (if any). The person appointed to fill a casual vacancy shall retire at the same time as if he or she had become a Director on the day on which the director in whose place he or she is appointed was last elected a Director.
- 11.6 Rotation of Directors:**
- 11.6.1 One Third Retire:** At the annual meeting in every year, one third of the Directors (with a minimum of two) or if the number is not a multiple of three then the number nearest to one third, shall retire from office.

**11.6.2 Longest Serving Retire:** The Directors to retire shall be those who have been longest in office, but as between persons who became Directors on the same day, the directors to retire shall, unless otherwise agree between them, be determined by lot.

**11.6.3 Re-Election:** A retiring Director shall be eligible for re-election.

**11.7 Cross Directorships:** A Director of the Company may be or become a director or other officer of, or otherwise interested in, any Company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him or her as a Director or officer of, or from his or her interests in, any such other Company unless the Company otherwise directs or the law requires.

**11.8 Professional Directors:** Any Director may act by himself or herself or his or her firm in a professional capacity for the Company, and a director or firm shall be entitled to remuneration for professional services as if he or she were not a Director provided that nothing herein shall authorise a Director or his or her firm to act as auditor of the Company.

**11.9 Directors' Gratuities:** The Company shall not:

**11.9.1 On Retirement:** pay any gratuity or pension or allowance on retirement to any Director or in the case of a Director's death to his or her spouse or dependants; and

**11.9.2 Retirement Benefit:** make contributions to any fund and pay premiums for the purchase or provision of any such benefit.

The Board shall not authorise the payment of any such benefits and shall not authorise any contributions to any fund for the payment of any premiums for the purchase or provision of any such benefit.

**11.10 Alternate Directors:**

**11.10.1 Appointment of Alternate Directors:** The Council may by notice in writing to the Company appoint any person who is:

- (a) not a Director; and
- (b) qualified to be a director in terms of the Act and this Constitution,

to be an alternate director during any Director's absence or inability to act as a director.

**11.10.2 Notice of Appointment:** The notice of appointment of an alternate Director must include an address for service of notice of meetings of Directors. Failure to give an address will not invalidate the appointment but notice of meetings of Directors need not be given to the alternate Director until an address is provided to the Company.

**11.10.3 Powers of Alternate Director:** The appointee, while he or she holds office as an alternate Director, shall be entitled to all notices of meetings of Directors and any paper minutes or documents sent to Directors and to attend and vote at any meetings of Directors. The appointee shall not vote at any meeting or sign any resolution in lieu of a meeting under clause 13.6 of this Constitution except in place of the director for whom he or she is an alternate and shall not be entitled to be remunerated otherwise than out of the remuneration of the director for whom he or she is an alternate.

**11.10.4 Revocation and Cancellation of Appointment:** Any appointment of an alternate Director may be revoked at any time by the Council. The appointment of an alternate Director shall be cancelled and the alternate Director shall cease to hold office whenever the Director for whom he or she is an alternate ceases to be a Director.

**11.10.5 No Other Appointments:** No Director shall appoint a deputy or agent or alternate director. No alternate Director shall be appointed otherwise than by way of appointment of an alternate director by the Council in accordance with this clause 11.

## **12. DIRECTORS DUTIES**

**12.1 Wholly Owned Subsidiary:** If the Company is a wholly owned subsidiary, a Director may act in a manner in which he or she believes is in the best interests of the Company's holding company (which, for the avoidance of doubt, means the Council) even though it may not be in the best interests of the Company.

**12.2 Not Wholly Owned:** If the Company is a subsidiary (but not a wholly owned subsidiary), a Director may with the prior agreement of the shareholders (other than the Company's holding company), act in a manner which he or she believes is in the best interests of the Company's holding company (which, for the avoidance of doubt, means the Council) even though it may not be in the best interests of the Company.

**12.3 Directors to Comply with the Act and Constitution:** A Director must not act, or agree to the Company acting, in a manner that contravenes the Act or the Constitution and, without limitation, must comply with the Statement of Intent.

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**13. PROCEEDINGS OF THE BOARD**

- 13.1 Third Schedule Deleted:** The provisions of the third schedule to the Act are deleted and replaced as provided in this section 13.
- 13.2 Regulation of Meetings, Quorum and Convening:** The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business by the Board may be fixed by the Council and, unless so fixed, shall be a majority of Directors. A Director may, and an employee at the request of a Director shall, at any time, by any means of communication, summon a meeting of the Board. It shall be necessary to give notice of a meeting of the Board to each and all Directors regardless if for the time being any such Director or Directors is or are absent from New Zealand.
- 13.3 Voting:** Questions arising at any meeting of the Board shall be decided by a majority of votes. In cases of an equality of votes a motion shall be lost. No business shall be transacted when a quorum is not present.
- 13.4 Chairperson:** The chairperson shall be appointed from time to time by notice in writing from the Council to the Company; but if no such chairperson is appointed at any time, or if at any meeting the chairperson is not present within fifteen minutes after the time appointed for the meeting, the meeting shall be cancelled.
- 13.5 Resolution in Writing:** A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors. A facsimile of any such signed resolution shall be as valid and effectual as the original signed document with effect from completion of its transmission.
- 13.6 Method of Meeting:** A meeting of the Board may be held either:
- 13.6.1 Physical Meeting:** by a number of the Directors who constitute a quorum being assembled together at the place, date and time appointed for the meeting; or
- 13.6.2 Other Means:** by means of audio, or audio and visual, communication by which all directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 13.7 Minutes:** The Board shall ensure that minutes are kept of all proceedings at meetings of the Board.

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**14. STATEMENT OF INTENT**

- 14.1 Obligation to Prepare:** The Board shall deliver to the Council a draft Statement of Intent on or before 1 March in each year.
- 14.2 Content of Statement of Intent:** Each Statement of Intent must, to the extent that it is appropriate given the organisational form of the Company, specify for the Company and its subsidiaries (if any) and in respect of the financial year following the financial year in which it is required by clause 14.3.2 to be delivered and each of the immediately following two financial years, the following information:
- 14.2.1 Objectives:** the objectives of the Company, including the objectives of shareholders and the other objectives which are specified as requirements applicable to the Company under the Local Government Act 2002 (including, without limitation, the requirements of section 59 of the Local Government Act 2002).
  - 14.2.2 Governance:** a statement of the Board's approach to governance of the Company; and
  - 14.2.3 Nature:** the nature and scope of the activities to be undertaken by the Company; and
  - 14.2.4 Shareholders' Funds to Assets:** the ratio of consolidated shareholders' fund to total assets, and the definitions of those terms; and
  - 14.2.5 Accounting Policies:** the accounting policies of the Company; and
  - 14.2.6 Targets:** the performance targets and other measures by which the performance of the Company may be judged in relation to its objectives; and
  - 14.2.7 Distributions:** an estimate of the amount or proportion of accumulated profits and capital reserves that is intended to be distributed to the shareholders; and
  - 14.2.8 Information to Council:** the kind of information to be provided to the shareholders by the Company during the course of those financial years, including the information to be included in each half yearly report (and, in particular, what prospective financial information is required and how it is to be presented); and
  - 14.2.9 Acquisitions:** the procedures to be followed before the Company or any of its subsidiaries subscribes for, purchases or otherwise acquires shares in any Company or other organisation; and

**14.2.10 Compensation:** any activities for which the Board seeks compensation from any local authority (whether or not the local authority has agreed to provide the compensation); and

**14.2.11 Council's Investment:** the Board's estimate of the commercial value of the shareholders' investment in the Company and the manner in which, and the times at which, that value is to be reassessed; and

**14.2.12 Other Matters:** any other matters that are agreed by the shareholders and the Board.

Any financial information, including (but not limited to) forecast financial information, must be prepared in accordance with generally accepted accounting practice.

**14.3 Completion of Statement of Intent:** The Board:

**14.3.1 Board to Consider:** must consider any comments on the draft Statement of Intent that are made to it within two months of 1 March by the shareholders or any of them; and

**14.3.2 Board to Deliver:** must deliver the completed Statement of Intent to the shareholders on or before 30 June each year.

**14.4 Modifications of Statement of Intent:**

**14.4.1 Requirements:** the Board may, by written notice, modify a Statement of Intent at any time if the Board has first:

- (a) given written notice to the shareholders of the proposed modification; and
- (b) considered any comments made on the proposed modification by the shareholders or any of them within:
  - (i) one month after the date on which the notice under paragraph (a) of this clause 14.4 was given; or
  - (ii) any shorter period as the shareholders may agree.

**14.4.2 Shareholders' Directions:** the shareholders may from time to time require the Board to modify the Statement of Intent by including or omitting any provision or provisions of a kind referred to in clause 14.2.1 to 14.2.9 inclusive, and the Board shall comply with the notice.

**14.4.3 Matters to be Considered:** before giving any notice under clause 14.4.2 the shareholders must consult the Board concerned as to the matters to be referred to in the notice.

**14.5 Statement of Intent Publicly Available:** Every completed Statement of Intent and every modification that is adopted to a Statement of Intent must be made available to the public by the Board within one month after the date on which it is delivered to the shareholders or adopted, as the case may be.

## 15. INDEMNITIES

The Company is expressly authorised to indemnify and/or insure any director or employee against liability for acts or omissions and/or costs incurred in connection with claims relating thereto of the type specifically contemplated by sub-sections (3),(4) and (5) of section 162 of the Act to the maximum extent permitted by those sub-sections.

## 16. DIVIDENDS

**16.1 Dividends on Shares Not Fully Paid Up to be Paid Pro Rata:** Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends on shares not fully paid up shall be authorised and paid in proportion to the amount paid to the Company in satisfaction of the liability of the shareholder to the Company in respect of the shares either under this Constitution or pursuant to the terms of issue of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for these purposes as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.

**16.2 Deduction of Unpaid Calls:** The Board may deduct from any dividend payable to any shareholder any amount presently payable by such shareholder to the Company on account of calls or otherwise in relation to the shares on which such dividends are payable.

**16.3 Payment by Cheque or Warrant:** Any dividend, interest, or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder, or, in the case of joint holders, to the registered address of that one of the joint holders who is first named in the share register or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other money payable in respect of the shares held by them as joint holders.

**16.4 No Interest:** No dividend shall bear interest against the Company.

- 16.5 Unclaimed Dividends:** All dividends unclaimed for one year after having been authorised may be invested or otherwise made use of by the Board for the benefit of the Company until claimed, and all dividends unclaimed for five years after having been declared may be forfeited by the Board for the benefit of the Company. The Board may, however, annul any such forfeiture and agree to pay a claimant who produces evidence of entitlement to the Board's satisfaction of the amount due to such claimant unless in the opinion of the Board such payment would embarrass the Company.

## **17. ACCOUNTS**

The Board must ensure that financial statements that comply with the Financial Reporting Act 1993 and the Local Government Act are:

- 17.1 Completed:** completed in relation to the Company and each balance date; and
- 17.2 Signed:** dated and signed by two Directors of the Company.

## **18. REPORTS**

- 18.1 Preparation:** The Board must within the time limits prescribed by the Act and the Local Government Act, prepare a formal half year report and an annual report on the affairs of the Company during the relevant accounting period. The Board shall provide the shareholders with any other reports and information upon written request by any shareholder.
- 18.2 Copies to Shareholders:** The Board must cause a copy of the half year report and annual report to be sent to every shareholder of the Company within the time limits prescribed by the Act and the Local Government Act. The Board must make the Annual Report available to the public within the time limit prescribed by the Local Government Act.
- 18.3 Form of Report:** Every half yearly and annual report for the Company must be in writing and be dated and must contain the reports, financial statements and information required by the Act and the Local Government Act.

## **19. NOTICES**

- 19.1 Service:** A notice may be served by the Company upon any Director or shareholder either personally, or by posting it by fast post in a prepaid envelope or package addressed to such Director or shareholder at such person's last known address or by delivery to a document exchange or by facsimile to the facsimile telephone number of such director or shareholder or by e-mail to the e-mail address given to the Company by such Director or shareholder.

**19.2 Time of Service:** Without limiting any other ways for the Company to prove that a Director or shareholder has received a notice, a notice will be treated as received:

**19.2.1 Time of Service by Facsimile:** if sent by facsimile, at 5.00 pm on the day following completion of transmission or if such day is a Saturday or a Sunday or a day on which major trading banks are closed for usual business in the place of intended receipt then on the next day (not being a Saturday or a Sunday) on which such banks are open for usual business;

**19.2.2 Time of Service by Post:** If sent by post:

- (a) in the case of a person whose last known address is in New Zealand, at the expiration of 72 hours after the envelope or package containing the same was duly posted or delivered in New Zealand; and
- (b) in the case of a person whose last known address is outside New Zealand, at the expiration of seven days after the envelope or wrapper containing the same was duly posted by fast post in New Zealand; and

**19.2.3 Time of Service by E-Mail:** if sent by e-mail on the sender's receipt of an e-mail message indicating that the e-mail has been opened at the recipient's terminal.

**19.3 Proof of Service:** In proving service by post or delivery to a document exchange, it shall be sufficient to prove that the envelope or package containing the notice was properly addressed and posted or delivered with all attached postal or delivery charges paid. In proving service by facsimile, it shall be sufficient to prove that the document was properly addressed and sent by facsimile.

**19.4 Service on Joint Holders:** A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the share register in respect of the share.

**19.5 Service on Representatives:** A notice may be given by the Company to the person or persons entitled to a share in consequence of the death or bankruptcy of a shareholder by addressing it to such person or persons by name or by title or by any appropriate description, at the address, if any, within New Zealand supplied for the purpose by the person or persons claiming to be so entitled, or (until such an address has been so supplied), by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

## 20. LIQUIDATION

**20.1 Distribution of Surplus Assets:** Subject to the terms of issue of any shares in the Company and to clause 20.2, upon the liquidation of the

Company the assets, if any, remaining after payment of the debts and liabilities of the Company and the costs of winding-up ("surplus assets") shall be distributed among the shareholders in proportion to their shareholding provided however that the holders of shares not fully paid up shall only receive a proportionate share of their entitlement being an amount which is in proportion to the amount paid to the Company in satisfaction of the liability of the shareholder to the Company in respect of the shares either under the Constitution of the Company or pursuant to the terms of issue of the shares.

- 20.2 Distribution In Specie:** Upon a liquidation of the Company, the liquidator, with the sanction of an ordinary resolution and any other sanction required by law, may divide amongst the shareholders in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as the liquidator deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the shareholders or different classes of shareholders. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the shareholders as the liquidator thinks fit, but so that no shareholder shall be compelled to accept any shares or other securities whereon there is any liability.

## **21. REMOVAL FROM THE NEW ZEALAND REGISTER**

In the event that:

- 21.1 Cessation of Business:** the Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with its Constitution and the Act; or
- 21.2 No Surplus Assets:** the Company has no surplus assets after paying its debts in full or in part, and no creditor has applied to the court under section 241 of the Act for an order putting the Company into liquidation; the Board may in the prescribed form request the Registrar to remove the Company from the New Zealand register.

## **22. AUDITORS**

The Company must at each annual meeting, appoint an auditor to:

- 22.1 Hold Office:** hold office from the conclusion of the meeting until the conclusion of the next annual meeting; and
- 22.2 Audit:** audit the financial statements of the Company for the accounting period next after the meeting.

The auditor must be the Auditor-General (as defined in the Public Audit Act 2001) appointed in terms of that Act.

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Certified as the Constitution of the Company



Director

26.5.04

Date

# **Waitomo District Council**

## **Policy on Appointment of Directors to Council Controlled Organisations**

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First adopted	<b>June 2003</b>
Review History	<b>2008, 2011, 2014, 2017, 2018, June 2024</b>
Date of next review	<b>June 2027</b>
Responsibility	<b>Leadership</b>
Adopted by:	<b>Council (25 June 2024)</b>

## CONTENTS

<b>PURPOSE AND SCOPE   TE ARONGA ME TE KORAHİ</b>	<b>3</b>
<b>DEFINITIONS   NGĀ WHAKAMĀRAMATANGA</b>	<b>3</b>
<b>POLICY   KAUPAPA HERE</b>	<b>3</b>
1. CRITERIA FOR SELECTING DIRECTORS (GENERAL)	3
2. PROCEDURES FOR APPOINTMENT OF DIRECTORS (GENERAL)	4
3. PROCEDURES FOR APPOINTMENT OF DIRECTORS TO INFRAMAX CONSTRUCTION LIMITED	5
4. WAITOMO DISTRICT COUNCIL CONTROLLED ORGANISATIONS	6
5. CCOs AND CCTOs IN WHICH COUNCIL HAS A MINORITY INTEREST	6

## PURPOSE AND SCOPE | TE ARONGA ME TE KORAHĪ

1. This purpose of this policy is to set out, in accordance with Section 57 of the Local Government Act 2002 (the "Act") an objective and transparent process for:
  - (a) Identifying and considering the skills, knowledge and experience required of directors of a Council organisation.
  - (b) Appointing directors to a Council organisation.
  - (c) Determining the remuneration of directors of a Council organisation.
2. This policy will:
  - (a) Comply with section 57 of the Local Government Act 2002.
  - (b) Disclose the process and criteria Council will apply to the appointment, removal and setting of remuneration for directors of Council organisations.
3. When Council is involved with CCO's under the definitions of Section 6(1) of the LGA, Council will disclose its interests in these organisations in the Long Term Plan.

## DEFINITIONS | NGĀ WHAKAMĀRAMATANGA

<b>Council Organisation ("CO")</b>	as defined in Section 6 of the Act of the Local Government Act 2002 a CO is an organisation in which Council has a voting interest and/or the right to appoint a director, trustee or manager.
<b>Council Controlled Organisation (CCO)</b>	means a CO in which one or more local authorities' control, directly or indirectly, 50% or more of the voting rights and/or have the right, directly or indirectly, to appoint 50% or more of the directors, trustees or managers.
<b>Council Controlled Trading Organisation CTO</b>	means a CCO which operates a trading undertaking for which making a profit is one of its purposes.
<b>Appointments and Chief Executive Relationship Committee</b>	means a committee appointed by Council consisting elected members that has the authority to appoint directors to CCO's.

## POLICY | KAUPAPA HERE

### 1. Criteria for Selecting Directors (General)

#### 1.1 General Criteria

- 1.1.1. Council will appoint persons as directors of CCO's under the criteria outlined in Section 57(2) and Section 57(3) of the LGA, specifically, persons that Council considers have the skills, knowledge and experience to:

- a) Guide the organisation given the nature and scope of its activities
- b) Contribute to the achievement of the objectives of the organisation.
- c) Knowledge of tikanga Māori (if relevant).

## **1.2 Skill Criteria**

1.2.1. Council considers that any person that it appoints to be a director of a CCO should clearly demonstrate the following skills/attributes:

- a) Intellectual ability
- b) Business experience or other experience, skills or qualifications that are relevant to the activities of the organisation
- c) Sound judgement
- d) High standard of personal integrity
- e) Ability to work as a team member
- f) Understanding of governance issues
- g) Knowledge of tikanga Māori (if relevant)

## **1.3 Specific Exclusions from Directorship of a Council Controlled Organisation**

1.3.1. No person shall be appointed as a director of a CCO who:

- a) Has served a jail sentence of three months or longer or has been convicted of a crime that carries such sentence.
- b) Has been convicted of fraud, theft, or robbery.
- c) Has been declared bankrupt at any point in time or been the director of a company at the time it was placed in receivership or liquidation.

## **2. Procedures for Appointment of Directors (General)**

### **2.1 Appointment Process**

2.1.1 When vacancies arise in the directorship of any CCO, Council will follow the following appointment process:

- a) Council will decide whether to advertise a particular vacancy or make an appointment without advertisement, and outline the process for appointment and setting of remuneration including:
  - i. Recruiting of candidates,
  - ii. Contract development and negotiation,
  - iii. Ongoing performance monitoring.
- b) When taking a decision on this matter, Council will consider:
  - i. The costs and benefits of any advertisement,
  - ii. The availability of qualified candidates,
  - iii. The urgency of the appointment,
  - iv. The degree of public interest in the issue
- c) Council will consider applications and resolve an appointment in committee (this protecting the privacy of natural persons). Public notice of the appointment will be made as soon as practicable after Council has made its decision.

- d) An elected member who is under consideration to fill a particular vacancy may not be present in the discussion or vote on that appointment.

## **2.2 Length of Tenure**

- 2.2.1 Council will decide length of tenure prior to appointment.

## **2.3 Remuneration**

- 2.3.1 Remuneration will be determined on a case by case basis taking in to account the size, form and purpose of the organisation, any previous level of fees paid by the shareholder and any other relevant requirements contained in the organisation's constitution.

## **2.4 Removal of Directors**

- 2.4.1 Directors appointed to CCO's by Council are in the role at the pleasure preference of Council. Council may terminate a director's appointment at any time by way of written notice.

## **2.5 General**

- 2.5.1 Council expects that directors appointed to CCO's will avoid situations where their actions could give rise to a conflict of interest. To minimise these situations, Council requires directors to follow the provisions of the Institute of Directors in New Zealand Code of Practice for Directors and the provisions of the Companies Act 1993. All directors are appointed at the pleasure of the Council and may be dismissed for breaches of these stated documents.

# **3. Procedures for Appointment of Directors to Inframax Construction Limited**

*NOTE: This section is to be read in conjunction with the Constitution of Inframax Construction Limited.*

## **3.1 Appointment Process**

- 3.1.1 Directors on the board of Inframax Construction Limited (ICL) will be appointed by way of Council resolution on receipt of advice/recommendation by the Appointments and Chief Executive Relationship Committee. The Appointments and Chief Executive Relationship Committee will provide advice to Council on the following matters:
  - a) Whether to advertise a particular vacancy or make an appointment without advertisement, and outline the process for appointment and setting of remuneration including:
    - i. Recruiting of candidates,
    - ii. Contract development and negotiation,
    - iii. Ongoing performance monitoring.
  - b) In preparation of this advice the Investment Representative Committee will consider:
    - i. The costs and benefits of any advertisement,
    - ii. The availability of qualified candidates,
    - iii. The urgency of the appointment,
    - iv. The degree of public interest in the issue.
  - c) The Appointments and Chief Executive Relationship Committee will select and interview a shortlist of candidates, undertake a structured evaluation and make recommendation to Council for final approval. Council may consider applications and resolve an

appointment in committee (this protecting the privacy of natural persons). Public notice of the appointment will be made as soon as practicable after Council has made its decision.

- d) An elected member who is under consideration to fill a particular vacancy may not be present in the discussion or vote on that appointment and may not continue to be an elected member if appointed as a director of ICL.

### **3.2 Appointment of Temporary Directors**

- 3.2.1 Temporary directors for ICL will be appointed by the Appointments and Chief Executive Relationship Committee.

### **3.3 Remuneration**

- 3.3.1 The Council will set ICL directors' remuneration either by resolution at the Annual General Meeting or by way of resolution of Council. The resolution will state whether the remuneration is set as a fixed cap for Board Remuneration, to be allocated by the Board, or specifying the salaries to be paid to the directors and chairperson.
- 3.3.2 Remuneration for directors will be determined by an analysis of market rates for comparable positions at the time appointment(s) are being made and thereafter assessed every three years.

### **3.4 Removal of Directors**

- 3.4.1 The Appointments and Chief Executive Relationship Committee may terminate the appointment of an ICL director at any time by way of written notice.

## **4. Waitomo District Council Controlled Organisations**

### **4.1 Companies in which Waitomo District Council directly owns the shares and trades for profit (CCTO).**

- 4.1.1 Inframax Construction Limited.

### **4.2 Companies in which Waitomo District Council holds shares with other local authorities. (CCO)**

- 4.2.1 Waikato Local Authority Shared Services Ltd (WLASS) trading as CoLab.

### **4.3 Other Entities in which Waitomo District Council holds shares (not CCO)**

- 4.3.1 NZ Local Government Insurance Corporation Limited trading as Civic Financial Services Ltd.

## **5. CCOs in Which Council Has a Minority Interest**

- 5.1.1 Where Council has a minority interest in a CCO (i.e. where a CCO is controlled by a number of councils and this Council does not have a majority stake) then the process for the appointment and remuneration of directors will be agreed with other stakeholders (by whatever name) in the CCO. As far as practicable, Council's involvement in the process will be consistent with this policy.

Document ID: 915225

**Report To: Council****Meeting Date:** 9 October 2025**Subject:** **Delegations to the Chief Executive during Interim Election Period****Type:** Information Only**Author(s):** Michelle Higgie  
Manager – Governance Support**1. Purpose of Report**

- 1.1 The purpose of this business paper is to inform Council that during the interim election period (approximately 7-10 days), the responsibilities, duties and powers of the Council, except for certain powers, are delegated to the Chief Executive.

**2. Suggested Resolutions**

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.
- 1 The business paper on Delegations to the Chief Executive during Interim Election Period be received.
  - 2 Council note the existing delegated authority to the Chief Executive to make decisions on behalf of the Council during the interim election period, but only in respect of urgent matters.

**3. Background**

- 3.1 Sections 115 and 116 of the Local Electoral Act 2001 (extracts below) provide –  
**From:** The day after the declaration of election results (which is by way of public notice)  
**Until:** The newly elected members' declaration is taken at the inaugural Council meeting  
 Neither the outgoing nor the incoming elected members can act in their capacity as members of the Council. Previous members exit office at the same time as the new members come into office (the day after the public notice).

**115 When members come into office**

- (1) *A candidate who is declared to be elected comes into office on the day after the day on which the official result of the election is declared by public notice under section 86.*

**116 When members leave office**

- (1) *Every member of a local authority or local board or community board, unless vacating office sooner, vacates office, —*
- (a) *in a case where the member's office is the subject of an election, when the members elected at the next election come into office;*
  - (b) *in a case where provision is made by any enactment to fill a vacancy by appointment, when the member's successor comes into office.*
- (2) *Despite subsection (1)(a), if a member's office is the subject of an election, and neither the member nor any other person is elected at the election to that office, the member vacates office at the same time as any other member of the local authority who is not re-elected at the election.*

- 3.2 This is also consistent with Schedule 7, s14 of the Local Government Act 2002 (LGA) (extract below), which provides that a person newly elected to Council may not act until they have made the necessary declaration at the inaugural Council meeting.

**14 Declaration by member**

- (1) A person may not act as a member of a local authority until—
- (a) that person has, at a meeting of the local authority following the election of that person, made an oral declaration in the form set out in subclause (3); and
  - (b) a written version of the declaration has been attested as provided under subclause (2).

3.3 This interim election period is estimated to be between 16–28 October 2025.

3.4 The earliest opportunity for the declaration of election results to be publicly notified following the Elections is Thursday 16 October 2025.

3.5 To ensure the continuation of effective and efficient conduct of the Council's business during this interim period for each election, Council at its meeting on 24 November 2020, included in the WDC Delegations Register, delegated authority to the Chief Executive to make decisions on behalf of the Council during this interim election period, but only in respect of urgent matters.

3.6 Below is the excerpt from the WDC Delegation Register:

**Part B – Statutory and Other Delegations to the Chief Executive****Sub-Part 3 – Operational Delegations****3. Interim Powers**

<b>Delegation</b>
<p><i>In relation to matters arising at the end of the term of the Council, from the day of the declaration of results of the triennial general election until the first meeting of the Council, to make decisions on behalf of the Council, in respect of urgent matters arising during this time:</i></p> <ul style="list-style-type: none"> <li>▪ <i>in consultation with the General Manager - Infrastructure Services in respect of tenders and contracts with delegated powers up to <b>FIVE HUNDRED THOUSAND DOLLARS (\$500,000)</b> in accordance with an approved budget;</i></li> <li>▪ <i>in consultation with the General Manager - Strategy and Environment in respect of Liquor Licensing and Regulatory matters;</i></li> <li>▪ <i>in consultation with the incoming Mayor, as may be appropriate in respect of other matters.</i></li> </ul> <p><i>Any decision made is to be reported to the first ordinary meeting of the incoming Council.</i></p>

3.7 Pursuant to Schedule 7, s32(1) of the LGA (extract below), Council delegated its authority to the Chief Executive of all of its responsibilities, duties, and powers for the period in question except those set out in paragraphs (a) to (h) below:

**32 Delegations**

- (1) Unless expressly provided otherwise in this Act, or in any other Act, for the purposes of efficiency and effectiveness in the conduct of a local authority's business, a local authority may delegate to a committee or other subordinate decision-making body, community board, or member or officer of the local authority any of its responsibilities, duties, or powers except—
- (a) the power to make a rate; or
  - (b) the power to make a bylaw; or
  - (c) the power to borrow money, or purchase or dispose of assets, other than in accordance with the long-term plan; or
  - (d) the power to adopt a long-term plan, annual plan, or annual report; or
  - (e) the power to appoint a chief executive; or
  - (f) the power to adopt policies required to be adopted and consulted on under this Act in association with the long-term plan or developed for the purpose of the local governance statement; or
  - (g) [Repealed]
  - (h) the power to adopt a remuneration and employment policy.

3.8 This delegation is for the limited time period between the declaration of the election result and the first 'swearing in' meeting of the new Council.

3.9 The Chief Executive is required to report any decisions made under this delegation to the first meeting of the new Council.

**Document No:** 916520

## **Report To: Council**



**Meeting Date:** 9 October 2025

**Subject:** **Review of the Waitomo District Comprehensive Reserve Management Plan**

**Type** Decision Required

**Author(s):** Alex Bell  
General Manager – Strategy and Environment

### **1. Purpose of Report**

1.1 The purpose of this business paper is twofold:

- (1) To present to Council the amended version of the Waitomo District Comprehensive Reserve Management Plan; and
- (2) To seek approval from Council to publicly notify the amended version of the Proposed Waitomo District Comprehensive Reserve Management Plan for feedback from the community.

### **2. Suggested Resolutions**

2.1 The following are suggested resolutions only and do not represent Council policy until such time as they might be adopted by Resolution.

- 1 The business paper on review of the Waitomo District Comprehensive Reserve Management Plan be received.
- 2 Council agree to publicly notify the amended Waitomo District Comprehensive Reserve Management Plan for feedback on the proposed amendments for 20 working days.
- 3 The Chief Executive be delegated authority to make corrections to the Waitomo District Comprehensive Reserve Management Plan prior to notification to correct any minor spelling, grammatical and formatting errors.

### **3. Background**

3.1 Waitomo District Council (WDC) is required under section 41 of the Reserves Act 1977 ('Reserves Act') as an "administering body" to prepare Reserve Management Plans for any reserves under its control, management, or administration. Section 41(4) requires that Reserve Management Plans (RMPs) are kept under continuous review so that a plan adapts to changing circumstances and/or is amended in accordance with increased knowledge.

3.2 Council adopted the Waitomo District Comprehensive RMP at the 27 June 2023 Council meeting.

3.3 Prior to notification, Council also identified a list of 10 reserves that Council staff were to investigate disposal of, as these were identified as reserves that were not being used for their identified purpose. These reserves were:

- Aria Road Quarry Reserve
- Eight Mile Junction Quarry Reserve
- Gadsby Road Quarry Reserve
- Marokopa Quarry Reserve
- Oparure Recreational Reserve
- Piopio Quarry Reserve
- Te Maika Quarry Reserve (*Will revert back to the Crown*)
- Te Waitere Recreational Reserve
- Rangitoto Road Reserve
- Rangitoto Quarry Reserve

- 3.4 We have now engaged a Land Research Specialist to investigate the underlying status of these reserves as we need to understand –
- (a) How Council came into possession of the reserves
  - (b) Whether Council is the underlying owner of the reserve or it is Crown derived
  - (c) Whether the land can be disposed of and via what method (i.e. is there Public Works Act 1981 requirements)
- 3.5 The advice we receive from the Land Research Specialist will form a future business paper to be presented to Council, which will consider options for these reserves.

## **4. Commentary**

### **4.1 CHANGES REQUIRED TO THE RMP**

- 4.2 There is a need to update the RMP to make the following amendments:
- (a) Update the zoning of the reserves listed in the RMP as decisions have now been issued on the Proposed District Plan (PDP) and none of the zoning for the reserves is under appeal.
  - (b) Amend the definition of self contained vehicle to align with the definition of self contained in the Freedom Camping Act 2011.
  - (c) The process to finalise subdividing off Redwood Park from the Te Kuiti Water Treatment Plant is almost complete, so we need to amend the legal descriptions, record of title reference, values information.
  - (d) The Piopio Village Green subdivision is almost complete, so we need to prepare an Individual Reserve Schedule for this reserve. We are also awaiting a name to be provided by mana whenua for this reserve, in accordance with the terms of the sale and purchase agreement for this property.
  - (e) We have received a request to enable vehicular access to the land parcels that adjoin the Te Kuiti Skate Park reserve.

### **4.3 RMP REVIEW**

- 4.4 Pursuant to section 41(4) of the Reserves Act 1977, the administering body of any reserve shall keep its management plan under continuous review so that a plan adapts to changing circumstances and/or is amended in accordance with increased knowledge.
- 4.5 It is considered that given the changes occurring with the PDP, the subdivisions, and the request for access, now would be an appropriate time to undertake an administrative review of the RMP to update it to reflect the changing circumstances.
- 4.6 Council officers consider that we should consult with the community on the proposed amendments to the RMP as these changes are more than administrative amendments, so we should seek the community's views on these amended provisions.
- 4.7 In terms of undertaking consultation, section 41(8) of the Reserves Act states that where an administering body of any reserve resolves to undertake a comprehensive review of its RMP, the administering body shall follow the procedure specified in subsections (5) and (6) as if the review were the preparation of a RMP.
- 4.8 The process under section 41(6) involves a 2 month consultation period and publishing a public notice in the newspaper, writing to all persons and organisations who or which made suggestions to the administering body on the RMP and draft RMP.
- 4.9 However, section 41(9) of the Reserves Act, provides the flexibility if an administering body is not undertaking a comprehensive review, then it is at the discretion of the administering body whether to undertake the process set out in section 41(6).

- 4.10 Given that the review is not comprehensive in that we are not seeking to amend and engage on the entirety of the RMP, but are instead seeking to make targeted amendments to bring the RMP into line with updated circumstances (i.e. completion of subdivisions, rezoning through the PDP, etc.), it is considered that a shorter public feedback period of 20 working days where the community can provide written feedback would be a more appropriate approach. This feedback could then be presented to Council for consideration prior to adoption of the amended RMP. Public notification would be undertaken via Facebook and a public notice in the King Country News.

## **5. Analysis of Options**

### **5.1 OPTION 1 – DO NOTHING**

- 5.2 Council could resolve to not amend the RMP. However, this would mean that the RMP does not contain the most up to date and recent information (i.e. legal descriptions, record of title references, and the addition of the Piopio Village Green etc.).

### **5.3 OPTION 2 - UNDERTAKE CONSULTATION IN ACCORDANCE WITH SECTION 41(6) OF THE RESERVES ACT 1977**

- 5.4 Council could resolve to undertake the consultation process in accordance with section 41(6) of the Reserves Act. However, it is considered that this level of consultation should only be undertaken when Council is proposing a comprehensive review of the RMP. Given the relatively targeted amendments to the RMP it is considered that this level of consultation is not required.

### **5.5 OPTION 3 – UNDERTAKE A TARGETED CONSULTATION**

- 5.6 It is considered that given the relatively minor amendments to the RMP, seeking public feedback over a 20 working day period would provide sufficient time to receive feedback from the community, should they have any feedback on the proposed changes. This feedback would then be presented to Council to consider prior to adoption of the amended RMP.

## **6. Considerations**

### **6.1 RISK**

- 6.2 It is considered that updating the RMP is consistent with the requirements of section 41(4) of the Reserves Act, and that given we are not undertaking a comprehensive review of the RMP, there is not a need to undertake consultation in accordance with section 41(6) of the Reserves Act. Council officers consider that undertaking consultation on the specific amendments over 20 working days would be sufficient to obtain the community's views on the amendments.

### **6.3 CONSISTENCY WITH EXISTING PLANS AND POLICIES**

- 6.4 The RMP has been written to align with the Proposed Waitomo District Plan in order to reduce duplication and streamline administration between the two documents. The RMP is high level but suggests that provision should be made for detailed development planning for some of the larger reserves. This allows these reserves to use development plans to complement the RMP and address the specific needs of a reserve (or parts of a reserve).

### **6.5 SIGNIFICANCE AND COMMUNITY VIEWS**

- 6.6 It is considered that seeking feedback on the amendments over a 20 working day period would be sufficient time to understand the community's views.

## **7. Attachments/Separate Enclosures**

Separate Enclosure:

- 1 Proposed amended Waitomo District Comprehensive Reserve Management Plan (Doc #916611)

**Document ID:** 913073

## **Report To: Council**



**Meeting Date:** 9 October 2025

**Subject:** **Proposed Land Transport Procurement Strategy 2025-2028**

**Type:** Decision Required

**Author(s):** Darren Laycock  
Rooding Manager  
  
Shyamal Ram  
GM- Infrastructure Services

### **1. Purpose of Report**

- 1.1. The purpose of this business paper is to seek approval from Council, for the Proposed Land Transport Procurement Strategy 2025-2028.

### **2. Suggested Resolutions**

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.
- 1 The business paper on the Proposed Land Transport Procurement Strategy 2025-2028 be received.
  - 2 Council approves the updated Strategy.
  - 3 The Chief Executive be authorised to approve minor changes to the Proposed Land Transport Procurement Strategy 2025-2028 if requested by NZTA.

### **3. Background**

- 3.1 Council is required to have an approved Land Transport Procurement Strategy (the Strategy), to cover all the activities funded by New Zealand Transport Agency (NZTA). The Strategy needs to be updated and approved every three years. It must also be published on the Council website, which is a finding from the NZTA audit in May 2025.
- 3.2 Waitomo District Council (WDC) is an Approved Organisation (AO) under the Land Transport Management Act 2003 (LTMA), which means it is eligible to receive funding assistance from NZTA for roading activities.
- 3.3 Section 25 of the LTMA requires that an AO must design its procurement procedures to obtain best value for money spent.
- 3.4 The paper to approve the updated Proposed Strategy was presented to Council at the meeting on 26 August 2025. A number of clarifications were sought by Council, and it was agreed to take the Strategy to a workshop on 9 September 2025.
- 3.5 The updated Proposed Strategy was discussed at the workshop, and one further alteration was made. The updated proposed strategy is now presented to Council for approval.

#### 4. Commentary

- 4.1 To help guide and support the Strategy review WDC continues to use the Co-Lab Regional Procurement Principles, Policy and Framework for Waikato Councils.
- 4.2 The NZTA Procurement Manual outlines key objectives that reinforce this approach, including delivering the best value for money, fostering competitive and fair supply markets, and ensuring transparent, auditable processes.
- 4.3 Previous discussions with Council and at the workshop have been considered and ensured alignment with broader transport outcomes such as sustainability and equity to enable a strategic fit with national and regional plans. This strategy will be aligned with the WDC Procurement Policy that will be presented and discussed in February 2026.
- 4.4 Given NZTA's role as the majority funder, it is essential that all investment decisions are supported by a robust and transparent procurement strategy which ensures:
  - 1. Continued eligibility for co-funding / alignment with national expectations and standards.
  - 2. Efficient use of public funds / confidence in long-term infrastructure planning and delivery.

#### 5. Analysis of Options

- 5.1 This Strategy demonstrates WDC's compliance with NZTA procurement procedures.
- 5.2 This is the only option to consider as Council is required to have an approved strategy for funding under NZTA procurement procedures.

#### 6. Considerations

- 6.1 **RISK**
- 6.2 Although unlikely, the risk of funding being withheld by NZTA is real if the Strategy is not updated and published as required. Once approved by Council, the Strategy will be sent to NZTA for approval and then added to the WDC website as required.
- 6.3 Changes to Temporary Traffic Management (TTM) will need to be considered on all future contracts. The move to a risk-based approach (NZGTTM) will add more risk onto the client than there has been previously.
- 6.4 Central Government is currently reviewing the rules around procurement. This could affect future procurement, but Council will be unable to assess to what extent until the changes are finalised.
- 6.5 NZTA could decline or request changes to be made to the Proposed Land Transport Procurement Strategy 2025-2028 before accepting it.
- 6.6 **CONSISTENCY WITH EXISTING PLANS AND POLICIES**
- 6.7 The decision to approve the Strategy is consistent with both Council and NZTA plans and policies.

#### 7. Attachments/Separate Enclosures

- 1 Proposed Land Transport Procurement Strategy 2025-2028 WDC Review (Doc #913026)

# WAITOMO

## DISTRICT COUNCIL

### LAND TRANSPORT PROCUREMENT STRATEGY

2025 – 2028



*Document Control*

Revision	Status	Author	Reviewed by	Date
1.0	Draft	S Allen/J Stevens/J Hogan	C Simpson	7 August 2025
1.1	Draft	J Hogan	R Stanley	20 August 2025
1.2	Draft	S Allen	R Stanley	3 September 2025

*Waitomo District Council Approval*

Name	Title	Date

*NZTA Endorsement*

Name	Title	Date

## Contents

<b>1</b>	<b>Introduction .....</b>	<b>4</b>
<b>2</b>	<b>Strategic Context .....</b>	<b>5</b>
2.1	Procurement Environment .....	5
2.2	Procurement Compliance .....	7
2.3	Waitomo District Long Term Plan (LTP) .....	9
2.4	Transportation Activity – S17a .....	10
<b>3</b>	<b>Procurement Objectives .....</b>	<b>10</b>
3.1	Value for Money .....	11
3.2	Delivery Model .....	12
3.3	Strategic Linkage .....	15
3.4	The Procurement Approach .....	15
3.5	Stages of Procurement .....	16
3.6	Procurement Planning .....	17
3.7	Maintenance and Operations .....	17
3.8	Capital Works .....	18
3.9	Emergency Works .....	19
3.10	Local Road Improvements .....	19
3.11	Professional services .....	19
<b>4</b>	<b>Supplier Selection Methods .....</b>	<b>19</b>
<b>5</b>	<b>Procurement Plans .....</b>	<b>20</b>
<b>6</b>	<b>COLAB .....</b>	<b>20</b>
<b>7</b>	<b>NZ Transport Agency Waka Kotahi (NZTA) Procurement Manual .....</b>	<b>21</b>
<b>8</b>	<b>Processing of Late Tenders .....</b>	<b>21</b>
8.1	Procedure for Late Tenders .....	22
<b>9</b>	<b>Risk Management .....</b>	<b>23</b>
<b>10</b>	<b>Procurement Issues .....</b>	<b>23</b>
<b>11</b>	<b>Performance Measurement .....</b>	<b>23</b>
<b>12</b>	<b>Delegations .....</b>	<b>24</b>
<b>13</b>	<b>Interaction with Other Documentation .....</b>	<b>24</b>
<b>14</b>	<b>Review and Improvement .....</b>	<b>24</b>
<b>15</b>	<b>Documentation and Publication .....</b>	<b>24</b>
<b>16</b>	<b>Broader Outcomes .....</b>	<b>25</b>
<b>17</b>	<b>Endorsement and Review .....</b>	<b>25</b>

## 1 Introduction

This procurement strategy sets out Waitomo District Council's (Council) strategic approach to procurement of land transport activities.

Waitomo District Council (WDC) is an Approved Organisation (AO) under the Land Transport Management Act 2003 (LTMA), making it eligible to receive funding assistance from Waka Kotahi NZ Transport Agency (NZTA) for roading activities. A large portion of Council's investment for transportation activities is financially assisted by NZTA, and this is legislated under the LTMA. Section 25 of the LTMA requires that an approved organisation (in this case Council) design its procurement procedures to obtain best value for money spent.

To help guide and support this procurement, WDC continues to use the COLAB Regional Procurement Principles, Policy and Framework for Waikato Councils as its primary procurement guidance document.

COLAB has adopted the five core procurement principles of New Zealand Government, as outlined in the NZTA Procurement Manual (the primary guide for co-funded land transport procurement). These principles are:

### FIVE RULES OF PROCUREMENT



**PLAN AND MANAGE  
FOR GREAT RESULTS**



**BE FAIR TO ALL SUPPLIERS**



**GET THE RIGHT SUPPLIER**



**GET THE BEST DEAL FOR EVERYONE**

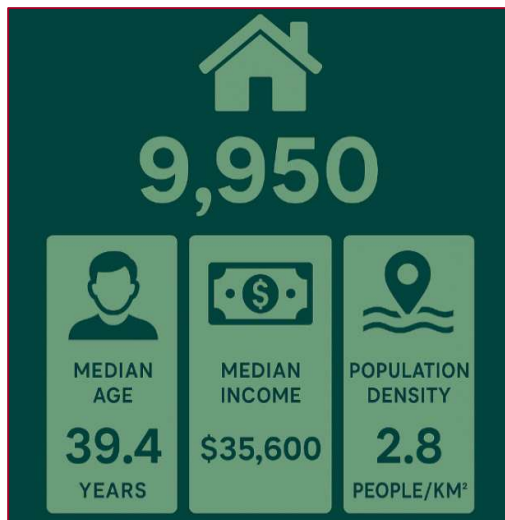


**PLAY BY THE RULES**

## 2 Strategic Context

### 2.1 Procurement Environment

With a Funding Assistance Rate (FAR) of 75%, NZTA is the primary investment partner for roading infrastructure in the Waitomo District. This high FAR reflects the district's unique socio-economic and geographic profile, as confirmed by the latest Census data (2023):



**Population:** Just 9,950 residents, indicating a small ratepayer base

**Median Income:** \$35,600, significantly below the national average of \$41,500

**Geographic Spread:** A large land area of 3,534.84 km² with a low population density of 2.8 people/km²

#### Network Statistics:

- 462km of sealed roads
- 546km of unsealed roads
- 162 bridges
- 54km of footpath

These factors combine to create a low revenue-to-transport footprint, meaning the district faces high infrastructure costs relative to its financial capacity. The elevated FAR is a recognition of this imbalance and is designed to ensure that essential transport services remain viable and safe for all residents.

Given NZTA's role as the majority funder it is essential that all investment decisions are supported by a robust and transparent procurement strategy which ensures:

- Continued eligibility for co-funding
- Alignment with national expectations and standards
- Efficient use of public funds
- Confidence in long-term infrastructure planning and delivery

The NZTA Procurement Manual outlines key objectives that reinforce this approach, including delivering best value for money, fostering competitive and fair supply markets, and ensuring transparent, auditable processes. It also emphasises alignment with broader transport outcomes such as sustainability, equity, and strategic fit with national and regional plans.

For Waitomo District a well-structured procurement framework is not only a funding safeguard but a strategic necessity, particularly when considering the above characteristics of the district. It enables the district to deliver transport infrastructure that is resilient, equitable, and tailored to rural needs, while maintaining trust and accountability with its funding partners.

The small population above combined with Waitomo District's relative remoteness presents a challenge with attracting tenderers across a range of services. The works tendered are relatively small in scale compared with other local council tenders.

The three-year funding allocation is summarised in table 1 below

Table 1: Land Transport Programme 2024 – 2027

Activity Class	Expenditure Reporting Lines	Work Category	Description	Three-year Requested Allocation (\$)	2024/25 Approved Allocation	2025/26 Approved Allocation	2026/27 Approved Allocation	Three-year Approved Allocation (\$)
Local road operations	Operations	114	Structures maintenance	889,000	109,832	449,222	287,143	846,197
		121	Environmental maintenance	4,446,003	928,512	2,467,316	1,744,174	5,140,002
		122	Network service maintenance	1,808,610	482,549	655,682	584,621	1,722,852
		123	Network operations	0	0	0	0	0
		131	Rail level crossing warning devices maintenance	142785	94866	41249	0	136115
		140	Minor events	2,221,100	911,277	373,725	0	1,285,002
		151	Network and asset management	8,881,680	2,694,447	2,901,460	2,791,815	8,387,722
		215	Structures component replacements	886,000	97,201	459,967	286,174	843,342
		221	Environmental renewals	0	0	0	0	0
		222	Traffic services renewals	253,840	107,748	92,842	41,181	241,771
Total Local road operations				19,529,018	5,426,432	7,441,463	5,735,108	18,603,003
Local road pothole prevention	Pothole prevention	111	Sealed pavement maintenance	6,194,795	1,535,343	5,450,630	3,588,153	10,574,126
		112	Unsealed pavement maintenance	2,855,700	822,342	1,042,325	957,735	2,822,402
		113	Routine drainage maintenance	1,586,500	1,289,966	278,365	0	1,568,331
		211	Unsealed road metalling	2,221,100	997,948	733,676	463,248	2,194,872
		212	Sealed road resurfacing	6,292,000	2,457,188	2,215,472	1,545,321	6,217,981
		213	Drainage renewals	1,110,550	323,947	629,280	489,599	1,442,826
		214	Sealed road pavement rehabilitation	9,561,442	1,779,454	1,787,700	1,434,308	5,001,462
Total Local road pothole prevention				29,822,087	9,206,188	12,137,448	8,478,364	29,822,000
Walking and cycling improvements	Walking and cycling	124	Cycle path maintenance	0	0	0	0	0
		125	Footpath maintenance	174,515	20,076	42,798	0	62,874
		224	Cycle path renewal	0	0	0	0	0
		225	Footpath renewal	311,650	10,960	26,781	19,385	57,126
Total Walking and cycling improvements				486,165	31,036	69,579	19,385	120,000
Local road improvements	Improvements	216	Bridge and structures renewals	350000	0	0	0	0
		Total Local road improvements				350000	0	0
Grand Total				50,187,270	14,663,656	19,648,490	14,232,857	48,545,003

## 2.2 Procurement Compliance

Waitomo District Council is committed to conducting procurement in a manner that reflects guidance and policies from the New Zealand Government, NZTA, and aligns with Waitomo District Council's procurement policy. All these organisations have their own documents and guidelines relating to procurement that have been used to create this procurement strategy.

The reference materials summarised include:

- New Zealand Government Procurement Charter
  - New Zealand Government's expectations of how agencies should conduct their procurement activity to achieve public value.
- New Zealand Government Procurement Principles
  - These apply to all government agencies and provide government's overarching values. They apply even if the rules do not. Agencies should use the principles for guidance and to help make good procurement decisions.
- NZTA Procurement Manual
  - Key themes found within the NZTA procurement manual and how they apply to WDC's procurement strategy.
- Waitomo District Council Procurement Policy
  - Draft Procurement Policy for WDC. This is expected to be formalised late 2025, and the draft objectives have been included below to account for this.

By embedding the below principles and themes into its procurement processes, Waitomo District Council ensures that transport activities are delivered efficiently, transparently, and in a way that maximises public value. This approach supports long-term network resilience, strengthens local capability, and aligns with both national expectations and community outcomes.

The Government Procurement Rules also support the principles below by providing detailed guidance on:

- Procurement planning and market engagement
- Approaching the market and advertising opportunities
- Evaluating responses and awarding contracts
- Contract management and performance monitoring

Waitomo District Council applies these rules to all relevant procurements, particularly those exceeding the thresholds for goods, services, and construction works. Even where the rules are not mandatory, Council voluntarily adopts them to ensure good practice, market confidence, and alignment with national standards.

Key themes and targets that have been used to construct this procurement strategy are tabulated below.

Table 2: Summary of Strategic Alignment with Transport Frameworks

Government Procurement Principles	Government Procurement Charter	Waitomo District Council Procurement Policy	NZTA Procurement Requirements
<b>Plan and manage for great results</b> - Waitomo District Council ensures procurement is strategically planned, with clear objectives, robust risk management, and performance monitoring.	<b>Manage risk appropriately</b> – WDC procurement processes ensure risk is considered at all stages of procurement. Allocation of risk and responsibilities is at the forefront of negotiations.	<b>Risk</b> – all procurement considers the risks (commercial and otherwise) and ensures that these are managed appropriately.	<b>Strategic Procurement Planning</b> – Procurement will align with Council's Long-Term Plan, Section 17A review, and broader strategic goals to support resilience and sustainability.
		<b>Accountability</b> – employees, third parties and suppliers are accountable for their performance and delivery of their procurement activities.	<b>Appropriate Delivery Models</b> – WDC will select delivery models suited to each activity, including: <ul style="list-style-type: none"> <li>- NZS3917 Measure and Value contracts for Maintenance and Renewals</li> <li>- Collaborative partnering models for professional services and capital works.</li> </ul>
<b>Be fair to all suppliers</b> – Waitomo District Council promotes open competition and equal opportunity, ensuring suppliers are treated fairly and consistently throughout the procurement process.	<b>Seek opportunities to include New Zealand Businesses</b> - WDC ensures that procurement documentation allows for local businesses and small-to-medium enterprises to participate in procurement processes.	<b>Openness</b> – all procurement is made in a transparent and approved manner with full and fair opportunity for all eligible suppliers.	<b>Open and Competitive Markets</b> – WDC will ensure fair and transparent procurement processes that encourage supplier competition, using methods such as Lowest Price Confirming or Price Quality Method.
		<b>Fairness</b> – all procurement is carried out in a fair manner and decisions are made with impartiality and without bias.	
<b>Get the right supplier</b> – Supplier selection is based on capability, capacity, and alignment with project needs, using appropriate evaluation methods such as Lowest Price Conforming or Price Quality Method.	<b>Look for new and innovative solutions</b> - WDC procurement documents will permit the submission of alternative tenders, encouraging innovative and bespoke solutions that deliver best value for Council. All alternative proposals must comply with applicable procurement rules, legislative requirements, and demonstrably achieve the specified outcomes.	<b>Reputation</b> – no procurement undertaken has an adverse impact on the reputation of WDC. The policy is expected to have Broader Outcomes in it when finalised. This will also allow for keeping it local where possible.	<b>Broader Outcomes</b> – Procurement will support environmental, social, and economic goals, including: <ul style="list-style-type: none"> <li>- Local supplier participation</li> <li>- Workforce development</li> <li>- Sustainable practices and low-emissions solutions.</li> </ul>
	<b>Engage with businesses with good employment practices</b> – WDC will conduct procurement practices with broader outcomes front of mind.		
<b>Get the best deal for everyone</b> – Waitomo District Council seeks value for money, balancing cost, quality, and broader outcomes to deliver sustainable and efficient services.	<b>Undertake initiatives to contribute to a low emissions economy and promote greater environmental responsibility</b> – WDC procurement processes will include provisions and benefits for businesses that can contribute to economic and social development.	<b>Value for Money</b> – Procurement decisions will consider not just cost, but also quality, whole-of-life value, risk, and broader outcomes.	<b>Value for Money</b> – Procurement decisions will consider not just cost, but also quality, whole-of-life value, risk, and broader outcomes.
	<b>Encourage collaboration for collective impact</b> – WDC will work with other councils in the area and ensure teams within council collaborate for best for council outcomes.	<b>Sustainability</b> – all procurement is environmentally and socially sustainable wherever possible, having regard to economic, environmental, and social impacts over their lifecycle.	<b>Capability and Capacity</b> – WDC is building internal capability through recruitment and upskilling of staff. This reduces the reliance on external providers who will be used to complement the internal team.
<b>Play by the rules</b> – All procurement activities are conducted with integrity, transparency, and accountability, in line with legislative and policy requirements.	<b>Promote inclusive economic development within New Zealand</b> - broader outcomes are considered within all procurement activities and meet Council procurement objectives.	<b>Adherence</b> - all procurement is undertaken only where required and is in accordance with the Procurement Policy, the Procurement Framework and all other associated WDC policies and strategies	<b>Robust Contract Management</b> - Contracts will include clear KPIs, performance expectations, and mechanisms for monitoring and continuous improvement.
		<b>Integrity</b> – all WDC employees and/or third parties undertaking procurement do so ethically, equitably and with behavioural standards of the highest levels.	
		<b>Lawfulness</b> – all procurement is within the law and meets WDC's legal and organisational obligations.	

## 2.3 Waitomo District Long Term Plan (LTP)

Waitomo District Council's Long-Term Plan 2024–2034 sets out a strategic roadmap for delivering essential services, maintaining infrastructure, and investing in community wellbeing over the next decade. Procurement plays a critical role in enabling the delivery of these outcomes efficiently, sustainably, and in alignment with the Council's Community Outcomes, which reflect the aspirations of the Waitomo community.

These outcomes guide Council's planning and investment decisions and are embedded in procurement processes to ensure that every contract contributes to the broader vision of a vibrant, resilient, and inclusive district.

The WDC LTP 2024-2034 can be sourced at <https://www.waitomo.govt.nz/media/ngtly4hh/2024-2034-ltp-document-final-website.pdf>. The Roads and Footpaths section of the LTP commences on page 60 of the document.

The work packages and projects that Council procures are identified within the Council's Transport Activity Management Plan (AMP) for acceptance within its Long-Term Plan. The AMP considers the government investment direction as set out in the Government Policy Statement (GPS) for Land Transport 2024. The four strategic priorities in the 2024-2034 GPS are:

- Economic Growth and Productivity,
- Increased Maintenance and Resilience,
- Safety; and,
- Value for Money.

**Council's Long Term Plan vision and priorities are shown below.**



### A prosperous district

We enable a thriving and sustainable economy to create greater benefits for everyone.



### A district for all people

Our district is a great place to live because it is accessible, safe, affordable, and inclusive. We promote health, wellbeing, and participation.



### A district that cares for its environment

We ensure the wise use and management of all land and resources, now and for future generations.



### A district that values culture

We value the whakapapa of our district, and we promote cultural, creative, and recreational activities where traditions, heritage and arts are celebrated.

## 2.4 Transportation Activity – S17a

In September 2023, Waitomo District Council undertook a Section 17A review of its roading activity to assess the cost-effectiveness of its current service delivery model. With both the professional services and operations and maintenance contracts due to expire in mid-2024, the review aimed to determine whether to continue outsourcing or shift to a more integrated approach.

The review highlighted the following challenges:

- Heavy reliance on external providers
- Limited in-house capacity for strategic planning and network ownership
- Recruitment and retention difficulties
- Higher costs associated with outsourcing

To address these challenges, the preferred way forward is a collaborative partnership model. This involved establishment of a strengthened in-house roading team comprising a Roding Manager and two Roding Engineers responsible for strategic planning, network oversight, and contract management. Specialist tasks such as design and complex capital works would continue to be outsourced, but under a more formalised and collaborative framework.

The review also recommends embedding collaborative principles into future contracts, fostering shared planning and performance oversight. Council has retained its current professional services provider under a revised contract while recruiting the new team. Longer-term opportunities include exploring shared services and joint procurement with neighbouring councils to enhance efficiency and regional alignment.

This approach aims to deliver “best for network” outcomes, improve strategic control, and ensure sustainable, cost-effective delivery of roading services for the Waitomo community.

## 3 Procurement Objectives

To achieve our overall vision, it is important that Council takes a strategic approach to transportation procurement and makes fundamental decisions on the methods we will use to achieve our procurement goals, and that we understand how important delivery methods are for our work.

The NZTA Procurement Manual is the primary procurement document for co-funded land transport procurement, containing procurement procedures approved by NZTA under Section 25 of the Land Transport Management Act (LTMA). The NZTA procurement procedures are equivalent to the Government Procurement Rules as they apply when NLTF monies are being invested.

NZTA requires a documented, long-term procurement strategy for transport sector activities funded under Section 20 of the LTMA. This strategy demonstrates WDC’s compliance with NZTA procurement procedures.

Furthermore, this Land Transport Procurement Strategy has been developed to consider the requirements of NZTAs Procurement Manual Amendment 6 for activities funded through the National Land Transport Programme and the NZTA Infrastructure Procurement Strategy (IPS) 2023 which focuses on 5 key strategic areas to enhance the planning and delivery of infrastructure procurement portfolios:

1. Be an intelligent Client,
2. Plan for strategic procurement,
3. The importance of evolving their procurement practices,
4. Protecting healthy markets,
5. Partner for strategic commercial outcomes.

This Strategy also considers the CoLab Regional Procurement Principles, Policy and Framework for Waikato Councils which align with NZ Government and NZTA procurement principles.

Council is focused on the following outcomes:

- Public safety and amenity values
- Adopting sound life-cycle asset management practice for the establishment and maintenance of sustainable public infrastructure.
- Achieving the best value for money and public benefit for both the community and NZ Transport Agency Waka Kotahi (NZTA) (major funder).
- Sustainable end to end procurement?
- Delivering high quality services to the community in a timely and cost-effective manner.
- Developing local contracting capacity and capability.

### 3.1 Value for Money

Waitomo District Council is committed to delivering value for money in our land transport activities, not simply by choosing the lowest-cost option, but by making smart, sustainable decisions that benefit our communities over the long term – For WDC, Value for money means:

- Planning effectively to ensure the right work is done at the right time.
- Selecting suppliers fairly and efficiently, in line with national procurement standards.
- Supporting a competitive and capable local market, including small and regional businesses.
- Delivering projects successfully—on time, within budget, and with lasting impact.

This approach reflects a whole-of-life perspective, where we consider the full lifecycle of assets and services, not just upfront costs. It also aligns with the NZTA Procurement Manual and the Government's Broader Outcomes framework, which encourages public sector procurement to deliver wider social, environmental, and economic benefits - this means our procurement decisions:

- Strengthen local economies by encouraging participation from local suppliers.
- Reflect community values by engaging with residents and stakeholders to understand their needs.
- Promote sustainability and resilience, helping us adapt to climate change and protect our environment.
- Build long-term capability, ensuring our region is well-equipped for future challenges.

By embedding these broader outcomes into our procurement strategy, we ensure that Council's investments deliver value not just to the organisation, but to the people and places we serve. This is

about doing the right thing, not just the cheapest thing—and making sure our transport network supports a thriving, inclusive, and resilient Waitomo District.

### 3.2 Delivery Model

Waitomo District Council's land transport activities are predominantly well-defined, low-risk, and of moderate complexity. Councils across New Zealand have successfully employed a mix of in-house delivery, contracted design and build, and professional services to execute annual roading programmes. Waitomo District Council adopts a similar approach, leveraging internal expertise where available and engaging external consultants and contractors as needed to supplement capacity and provide specialist knowledge.

In selecting appropriate procurement models, the Council considers both the nature of the work and the opportunity to deliver broader outcomes. While models such as Lowest Price Conforming (LPC) and Price Quality Method (PQM) are traditionally focused on cost and capability, they can be structured to support broader social, environmental, and economic objectives.

For LPC, broader outcomes can be achieved through robust prequalification and eliminator criteria. These may include:

- **Demonstrated local or community engagement**

Suppliers may be required to demonstrate active partnerships with local community organisations, such as subcontracting to locally owned businesses or supporting community infrastructure projects.

- **Commitment to sustainable practices**

Contractors must show a commitment to environmental responsibility, including the use of recycled materials, low-emission equipment, and waste minimisation strategies aligned with national sustainability frameworks.

- **Proven track record in supporting regional employment or training initiatives**

Suppliers will be required to provide evidence of a proven history of supporting regional employment, such as offering apprenticeships or collaborating with local training providers to build industry capability.

By embedding these requirements into the eliminators, LPC can ensure that only suppliers aligned with Council's broader goals are considered conforming.

For PQM, broader outcomes are more explicitly integrated into the evaluation framework. Weightings can be assigned to:

- **Local economic impact**

Weightings may be applied to suppliers who source materials locally, employ regional labour, or reinvest into the district economy.

- **Environmental stewardship**

Evaluation criteria can reward suppliers with strong environmental credentials, such as carbon reduction targets, ISO 14001 certification, or the use of electric vehicles in project delivery.

- **Community responsiveness**

Suppliers are assessed on their ability to engage meaningfully with local groups and incorporate into project delivery, and respond to community feedback throughout the works.

This allows the Council to balance price with quality attributes that reflect its strategic priorities, ensuring that procurement decisions contribute positively to the district's long-term wellbeing.

Both models, when supported by a clear procurement strategy and transparent evaluation processes, provide viable pathways to achieving broader outcomes while maintaining value for money and delivery certainty.


Our general procurement approach is summarised in the table below and explained further in this strategy.

*Table 3: Summary of Procurement Delivery Models*

Programme	2024-2027 Budget	PQM	LPC	Direct Appoint	Closed Tender
Maintenance and Operations	\$34,000,000.00	✓			
Renewals	\$6,000,000.00	✓	✓	✓	✓
Emergency Works	\$0.00	✓	✓	✓	✓
Local Road Improvements	\$0.00	✓	✓		
Professional Services	\$8,400,000.00	✓		✓	✓

The generally accepted forms of delivery comprise the models outlined in the table below which identifies typical characteristics for the key forms of delivery for infrastructure projects.

Table 4: Delivery Models

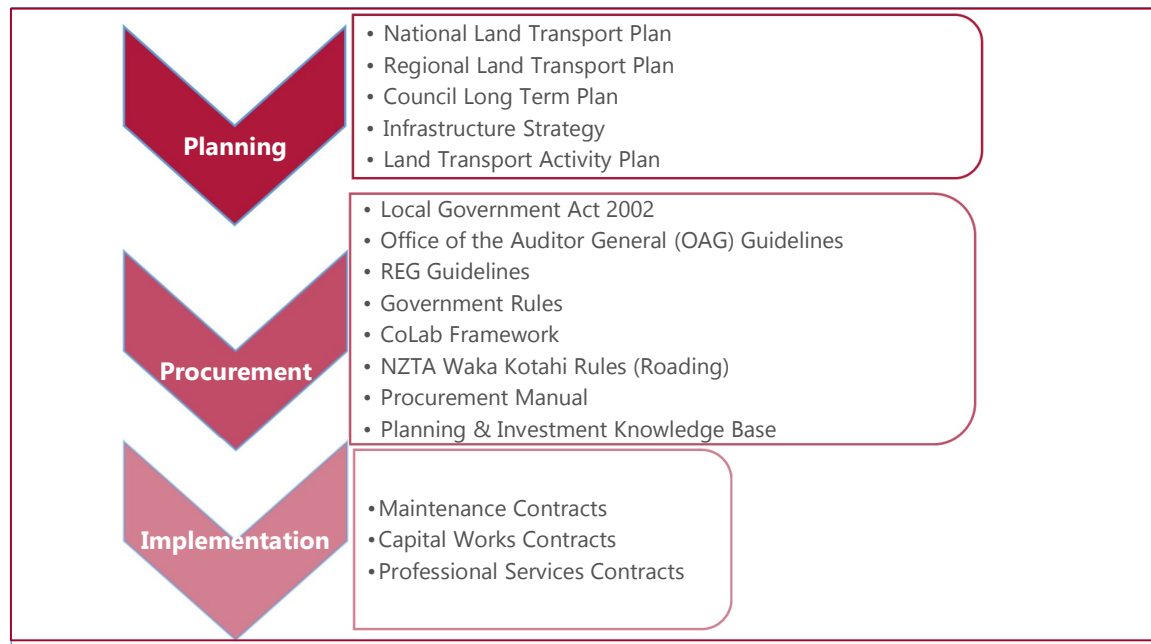
<div>Potential for Innovation Increases</div> 	<b>Staged / Traditional</b>
	<p>Where the client wants to retain control over the programme of works, where delivery is likely to be on a measure and value basis, and where the client wants to encourage a healthy market environment.</p> <p>The staged model is the most-used delivery model for the Waitomo District Council transport activities. This model requires that these activities are well defined, low risk with well scoped and accurate tender documents.</p> <ul style="list-style-type: none"> <li>• The Client has scope, schedule and programme certainty</li> <li>• Contract is simple / non-complex / low risk</li> <li>• Small to medium sized contracts</li> <li>• Short-, medium- or long-term contract duration with potential rollover</li> <li>• Direct negotiation / lowest price conforming / price-quality methods of procurement</li> <li>• Method of payment typically measure and value</li> </ul>
	<b>Design and Build</b>
	<p>Where the client wants to set performance measures and hold the contractor accountable for delivering them.</p> <ul style="list-style-type: none"> <li>• To encourage innovation</li> <li>• Contract more complex</li> <li>• Medium to large sized contracts</li> <li>• Typically price-quality methods of procurement</li> <li>• Client has sufficient asset information for contractor to price contract</li> <li>• Self-certification with client-controlled checks</li> <li>• A well-balanced risk profile</li> <li>• Certainty in expenditure and rates</li> </ul>
	<b>Alliance / Collaborative model</b>
	<p>This form of delivery provides flexibility and risk sharing in a formalised 'team approach' with the contractor focused on network outcomes.</p> <ul style="list-style-type: none"> <li>• Flexibility and risk sharing</li> <li>• Client wants to and has the capability to be directly involved in the contract</li> <li>• Client is uncertain of contract scope, required performance and programme and/or needs to make significant cost savings</li> <li>• Large / complex contracts</li> <li>• Longer term contract duration with potential rollover</li> <li>• Price-quality methods of procurement</li> <li>• Sharing knowledge and experience</li> <li>• The Asset has a high rate of change</li> </ul>

### 3.3 Strategic Linkage

The procurement activities are intended to deliver WDC's programme of works to achieve overarching council goals aligned with the LTP while remaining within guidelines from the NZ Government and NZTA.

### 3.4 The Procurement Approach

The approach to procurement can be summarised as shown in the figure below, with clear links from planning all the way through to implementation.



*Figure 1: Procurement Process*

### 3.5 Stages of Procurement

The figure below outlines the stages of procurement.

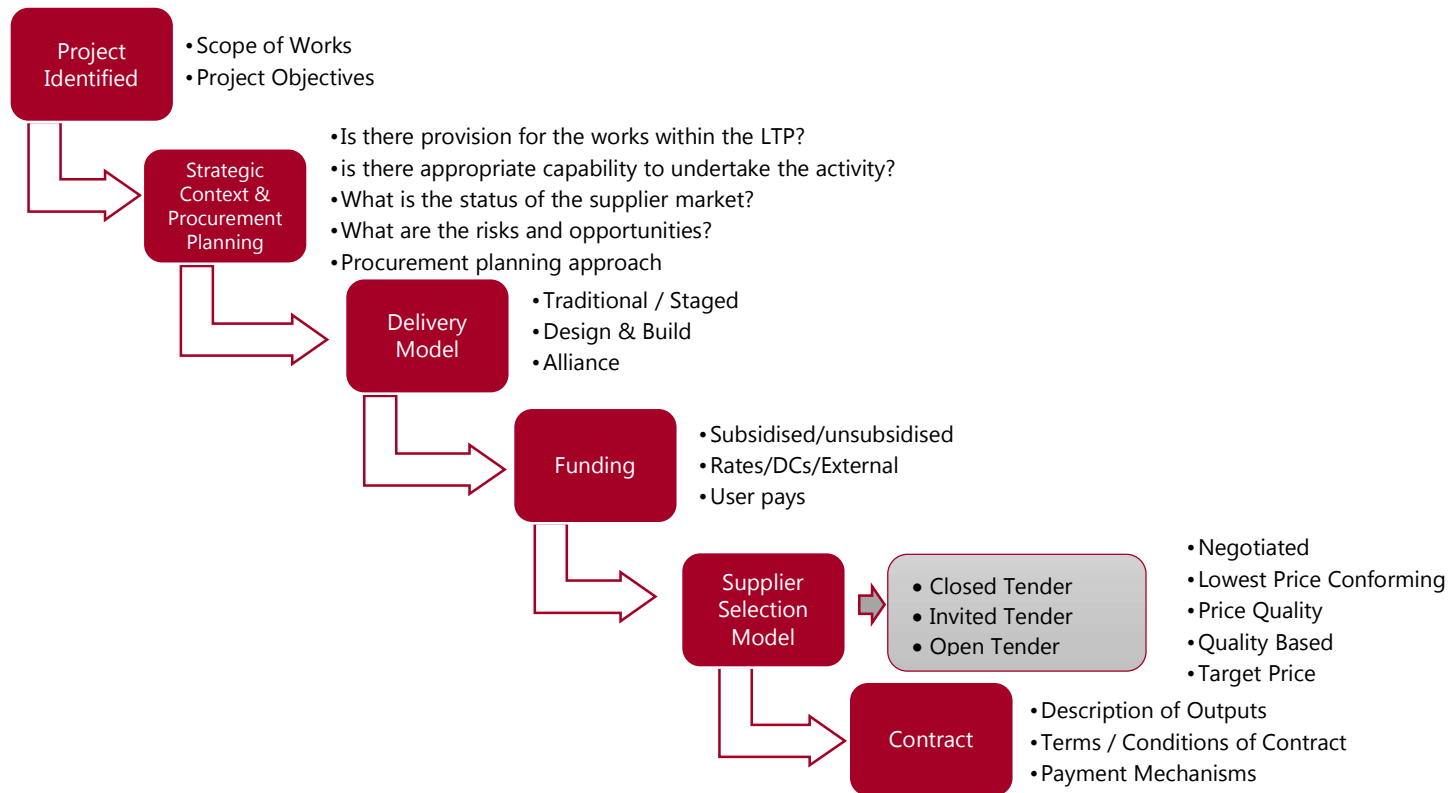


Figure 2: General Stages of Procurement

### 3.6 Procurement Planning

Prior to the engagement of any supplier of goods or services, and regardless of scale or complexity, some form of procurement planning is required to ensure the best value for money.

The procurement planning process should include, as a minimum:

*Table 5: Procurement Planning Process*

<b>1. A review of the current contract where applicable:</b>	a. <b>Is it delivering on its objectives?</b> b. <b>Are the appropriate levels of service being met?</b> c. <b>Are the agreed community outcomes being met?</b>
<b>2. Consideration of the Strategic Context:</b>	a. Market circumstances. b. Risks of the proposal. c. Opportunities for innovation. d. Potential to integrate across other activities. e. Capacity and capability of Council officers to manage and deliver the procurement programme;
<b>3. How can delivery be improved?</b>	a. Scope and cost of delivery. b. Potential 'bundling' of works. c. Length of contract. d. Potential for local involvement.
<b>4. Determination of the preferred Format of Contract Delivery – <i>what type of contract will the works / services be delivered under?</i></b>	
<b>5. Determination of appropriate Selection Procedure – <i>how will the preferred supplier be decided?</i></b>	

#### Maintenance and Operations

Waitomo District Council delivers its maintenance and core renewals activities through a combined Measure & Value and Lump Sum contract model, specifically using the NZS3917 standard contract. This approach is well-suited to the nature of the district's roading network, which is characterised by predictable, low-complexity work requiring consistent delivery standards and cost control.

In 2023, Council completed a competitive procurement process for its Maintenance and Renewals Contract, resulting in the award of a 5+2-year contract to Inframax Construction Ltd. This commenced on 1<sup>st</sup> July 2024. This structure provides a five-year initial term with a possible renewal period of two years at the principal's discretion, subject to performance and Council's strategic needs. The contract ensures continuity of service while allowing flexibility to adapt to future changes in funding, priorities, or delivery models.

The contract includes provisions for:

- Inspections and programming
- Emergency works/incident response (including callouts)
- Drainage maintenance and renewals (including catchpit cleaning)
- Sealed pavement maintenance (including the annual pre-seal repair programme)
- Unsealed roads maintenance – metalling, grading, drainage

- Traffic facilities maintenance and renewals (pavement marking, signs, sight rail, barriers etc)
- Structures minor maintenance
- Vegetation control (includes Roadside and Pest Plant Spraying)
- Footpath maintenance and renewals
- Annual network wide resurfacing (including seal designs)

Waitomo District Council is considering a recommendation to extend the standard contract tenure for its land transport maintenance and operations contracts from the current 5+2 year model to a 10-year term (structure to be confirmed).

This proposed shift reflects Council's commitment to:

- Long-term planning and investment certainty for both Council and suppliers.
- Improved asset management outcomes, allowing for better lifecycle planning and delivery.
- Greater market stability, encouraging suppliers to invest in local capability, innovation, and workforce development.
- Alignment with broader outcomes, including sustainability, community engagement, and regional economic development.

For Council, this change supports a more strategic approach to infrastructure delivery—reducing procurement churn, fostering stronger partnerships, and enabling more consistent service levels across the district. For NZTA, the extended tenure aligns with national procurement principles that promote whole-of-life value, efficient delivery, and market development, while maintaining flexibility through appropriate performance management and contract structuring.

Council will work collaboratively with NZTA and stakeholders to confirm the optimal structure of the 10-year term, ensuring it remains fit-for-purpose, performance-driven, and responsive to change.

### 3.7 Capital Works

Capital works outside of the core Maintenance and Renewals Contract are procured separately by Waitomo District Council, with design and procurement processes managed internally. Council undertakes the planning and tendering of these works, ensuring alignment with strategic priorities, network needs, and available funding.

Physical works contracts are competitively tendered using either the Lowest Price Conforming (LPC) method or the Price Quality Method (PQM), depending on the complexity, risk profile, and value of the project:

- LPC is typically used for well-defined, low-risk projects where scope and specifications are clear, and price is the primary differentiator.
- PQM is applied to higher-risk or more complex projects where factors such as methodology, experience, innovation, and team capability are critical to successful delivery.

Council follows the NZ Transport Agency Procurement Manual when selecting the appropriate procurement method, ensuring that all subsidised activities meet national standards for transparency, fairness, and value for money. The choice of procurement method is documented in the procurement plan for each project, with justification based on risk assessment and market capability.

Contracts for capital works are generally based on NZS3910. Council ensures that contract documentation includes clear performance expectations, quality standards, and mechanisms for monitoring and reporting.

### 3.8 Emergency Works

Emergency works that may arise from natural disasters or events that are of a significant value are not currently allowed for in suppliers contracts or the Council budgets. These works may arise from two main events, severe storm events, and earthquakes.

Depending on size of event and funding approved by NZTA, this will typically either be a public tender (NZS3910, measure and value) or procured through the road maintenance contract for low value projects.

### 3.9 Local Road Improvements

There is no budget allocated for local road improvements for the period covered by this Procurement Strategy. However, if any local road improvements are undertaken these will be procured using the LPC or PQM as required.

#### Professional services

Operations and Maintenance contract administration, Asset Management, design, project management, and quality assurance are sourced through a mix of internal resources and external consultants. Internal teams such as the Roding Team provide core capability, while external consultants are engaged where specialist expertise or additional capacity is required.

This approach allows Council to maintain control over project outcomes while leveraging market expertise and innovation. It also supports flexibility in delivery, enabling Council to respond to changing priorities and funding conditions while maintaining a strong focus on best value for money and network performance.

The NZTA Procurement manual section 10.9 allows for direct appointment of *'a single willing and able supplier'* where the cost estimate is less than or equal to \$100,000.00. Individual contracts that fall below this threshold may be direct appointed, otherwise professional services above this threshold shall be sourced using the Price Quality Method.

## 4 Supplier Selection Methods

There is no "one size fits all" approach to procurement and WDC favours a range of methods including:

- Comprehensive long-term contracts for maintenance works which require high levels of capacity, capability and certainty.
- Smaller packages to enable smaller local suppliers to supply services to Council and their community.
- Larger packages for capital projects involving complex design, project management and construction.
- The acknowledgement of the roles of specialists (e.g. Business Case Approach, strategies and studies).
- For all subsidised roading contracts, the NZTA Procurement Manual should be referred to.
- The tender process may, depending on the scale and complexity of the goods or services being purchased, include an initial Registration of Interest (ROI) or Expression of Interest (EOI) phase as a

means of establishing more information about the goods or services, the market and the capability of suppliers to satisfy the procurement need.

- It may also be used as a means of selecting a short-list of organisations for the RFT/RFP phase.
- This stage would be followed by a Request for Proposal (RFP) or Request for Tender (RFT).

## 5 Procurement Plans

In all cases, Procurement Plans should provide a structured method of identifying the most appropriate way to procure services and should consider:

- The best way to approach the procurement of the required services including:
- How to approach the market and, how to evaluate submissions.
- Risks associated with the procurement of those services so that they can be managed.
- The timeline for procurement of the services and Budget.

## 6 COLAB REGIONAL PROCUREMENT POLICY

WDC has adopted the Regional Procurement Policy and Framework, that outlines the required processes for all purchases. Procurement thresholds are tabulated below.

*Table 6: Procurement Policy Processes and Thresholds*

	Regional Procurement Policy and Framework Threshold Levels	
	Preferred Supplier	Non-preferred supplier
<b>Up to \$5k</b>	Purchase order	Purchase order
<b>Under \$20k</b>	One quote	One quote
<b>\$20k - \$50k</b>	One quote	Two quotes
<b>\$50k - \$250k</b>	Approved Procurement Plan & Three quotes or RFx	Approved Procurement Plan & Three quotes or RFx
<b>Over \$250k or high risk</b>	Approved Procurement Plan & Public or Invited RFx	Approved Procurement Plan & Public or Invited RFx
<b>NZTA funded contract</b>	NZTA Procurement Manual (if the standards are higher)	NZTA Procurement Manual (if the standards are higher)

*\* Notes:*

- If an approved Project Plan or Business Case has been completed which covers the information requires with the Procurement Plan, completing a separate Procurement Plan is not required.
- Where a contract is subject to NZTA subsidy, the financial limits and procedures prescribed in the NZTA Procurement Manual will apply if the standards are higher than those set by the Council.
- Furthermore, for direct appointments and closed contests for "low dollar value" contracts (as defined by the NZTA Procurement Manual), if the Co-Lab standard exceeds the NZTA Procurement Manual requirements, the higher standard will be applied. The contract cost estimate for direct appointments must comply with the limits in Section 10.9 of the NZTA Procurement Manual.

- The value is the cost over the whole life of the contract, including any renewal periods.
- As per the WLASS Regional Procurement Principles, Policy and framework for Waikato Councils "Preferred Supplier" are *"suppliers that have been put in place with a formal Contract for the supply of a category of goods, services or works for a period. This is not a guarantee of work to the supplier."*

## 7 NZ Transport Agency Waka Kotahi (NZTA) Procurement Manual

For all subsidised roading contracts, the NZTA Procurement Manual provides the following guidance.

- Direct Appointment <\$100,000 (Physical Works and Professional Services).
- Closed Contest <\$200,000 (Physical Works and Professional Services).
- Open Tender >\$400,000

Rule 10.19 of the NZTA Procurement Manual refers to the Qualifications of Proposal Evaluators. For contracts with an estimated value exceeding \$200,000, approved organisations (WDC) must ensure that at least one member of the proposal evaluation team is accredited to the appropriate level, and holds:

- The National Certificate in Civil Engineering – Asset Management (Competitive Pricing Procedures), or
- The National Certificate in Transport Agency Procurement Procedures, or
- The New Zealand Certificate in Infrastructure Procurement Procedures, or
- Holds another relevant qualification approved by NZTA, or
- Is approved by NZTA as a proposal evaluator.

For the delivery of the WDC Land Transport programme, the NZTA Procurement Manual guides the procurement activities. Periodic audits are conducted to ensure compliance with the manual.

Refer to the NZTA Procurement Manual and associated manuals (i.e. SM021) for further guidance on thresholds for procurement.

## 8 Processing of Late Tenders

Late tender submissions will generally not be accepted. All documentation required as part of a tender must be received in the Tender link Portal by the tender closing time.

However, in practice there will on occasion be tenders that are late and the rejection of which would be unreasonable. In accordance with the NZTA Contract Procedures Manual (SM021) a late tender may be accepted where:

- the tender was late due to extreme circumstances or circumstances beyond the control of the tenderer, and
- the additional time would not have allowed the tenderer to materially change their tender, and
- accepting the late tender will not disadvantage any of the other tenderers who submitted their response on time.

Where advice is requested regarding a late tender the Tender Secretary must ensure that this advice is provided in writing and a copy retained on the contract file.

## 8.1 Procedure for Late Tenders

The procedure to be followed when a late tender is received is tabulated below.

*Table 7: Late Tender Submission Procedure (NZTA Contract Procedures Manual (SM021))*

STEP	ACTION				
1.	The Tender Secretary must endorse 'late tender received ... pm ... /... / ...' on the tenderer's email / file and together with a witness initial the endorsement. The email attachment / file should not be downloaded				
2.	Enter the name of the tenderer at the bottom of template Schedule of tenders received and endorse 'late'.				
3.	The Tender Secretary, in consultation with the TET leader, shall determine and note the reason for the tender being received after the closing time.				
4.	The TET leader must make a report/recommendation to the General Manager regarding any late tenders. The General Manager must give approval to consider or reject the tender. Where it is deemed that it was not beyond the control for the tenderer to deliver their tender by closing time, the late tender shall be rejected, and the email / file deleted. The Tender Secretary must attach NZTA SM021 Appendix XVII Template " <i>Notice of late tender</i> " and a copy placed on file.				
5.	<p>The TET leader may decide that a late tender is deemed acceptable, on being subject to the following tests:</p> <p><b>*Note:</b> <i>To accept a late tender in all cases, there must be proof that the carriage of the tender was beyond the control of the tenderer at tender closing time.</i></p> <table> <tr> <th><i>If ...</i></th><th><i>then ...</i></th></tr> <tr> <td>the full tender would arrive and be uploaded to the Tender Link box before the tender closing time in the normal course of action and accepting the late tender will not disadvantage any of the other tenderers who submitted their response on time</td><td>with the agreement of the TET leader, accept the late tender and document the reasons for doing so.</td></tr> </table>	<i>If ...</i>	<i>then ...</i>	the full tender would arrive and be uploaded to the Tender Link box before the tender closing time in the normal course of action and accepting the late tender will not disadvantage any of the other tenderers who submitted their response on time	with the agreement of the TET leader, accept the late tender and document the reasons for doing so.
<i>If ...</i>	<i>then ...</i>				
the full tender would arrive and be uploaded to the Tender Link box before the tender closing time in the normal course of action and accepting the late tender will not disadvantage any of the other tenderers who submitted their response on time	with the agreement of the TET leader, accept the late tender and document the reasons for doing so.				

## 9 Risk Management

Risk management within the procurement planning and implementation process is necessary to drive better procurement outcomes and ultimately better project outcomes relevant to quality, budget and timeliness of delivery. Risk identification needs to take place at each level of procurement from project inception/planning through to contract management.

One of key aspects of procurement planning is identifying the risks and opportunities that differentiate suppliers with respect to quality as well as price (differentiators). Critical to this is not to generate an exhaustive list, but to identify those critical factors that differentiate the potential tenderers on their ability to deliver the project successfully.

For instance, when evaluating key risks associated with the project, ask questions like: What could go wrong? What could cause the project to fail? Examples of aspects that could go wrong include:

- lengthening the programme
- over-extending budget
- endangering people, property or the environment
- negatively impacting stakeholders
- not providing a quality output
- generating adverse social, environmental or economic effects in the longer term
- contributing to long-term erosion of value for money invested?

What these allow the buyer to identify is an understanding of the market, the suppliers, the conditions, they also provide for greater articulation in the RFx of what is expected and what is required.

Ultimately an ideal procurement process is one that is fair and impartial, transparent, fit for purpose and cost efficient.

## 10 Procurement Issues

WDC has identified several procurement issues which consist of but aren't limited to:

- Limited supplier market
- Challenges with weather and construction windows (e.g. peak period limitations)
- Managing cost escalations

Increasing costs and decreasing budgets may result in assets being maintained at a minimum level of service for extended periods.

## 11 Performance Measurement

WDC has several monitoring systems for performance measurement and reporting.

NZTA audits are also undertaken which include road infrastructure safety assessments, technical and investment audits.

The LTP has the following information regarding land transport, which are audited by Audit NZ:

- Levels of service statement
- Targets (financial and non-financial)
- Performance measures

## 12 Delegations

Council has a delegation register which specifies the value of staff, committee and Council expenditure delegations.

No person shall enter into a contract or funding arrangement (including purchasing of goods and services) on behalf of Council unless:

- They have specific delegation to do so;
- The works, goods and / or services are within budget as set out in the LTP / Annual Plan or by formal resolution of Council.

## 13 Interaction with Other Documentation

This Procurement Strategy is linked to WDC and NZTA's wider planning framework as well as implementation rules and guides including:

- Financial delegations
- NZTA Planning and Investment Knowledge Base
- NZTA Procurement Manual

## 14 Review and Improvement

Council acknowledges there are opportunities to improve this strategy and Councils procurement processes.

The following procurement items have been identified as future actions:

- Continued staff development, in the areas of procurement and asset knowledge.
- This Procurement Strategy will be reviewed every 3 years, to enable adoption of the next version 3 years following adoption of this document.
- Continue developing tailored procurement models for each project, using approved methods such as LCP and Price Quality. This includes thorough project and market understanding, and risk and opportunity assessment.
- Exploring the application of artificial intelligence (AI) and other modern digital technologies in the next operational maintenance and professional services contracts.

## 15 Documentation and Publication

Once this Procurement Strategy has been endorsed by NZTA and adopted by Council it will be uploaded and be accessible through the WDC website.

## 16 Broader Outcomes

Waitomo District Council views procurement as a strategic tool to deliver not only goods, services, and infrastructure—but also wider benefits for the community, economy, and environment. In line with the New Zealand Government Procurement Rules and the above table, broader outcomes are embedded into procurement planning and decision-making to maximise public value.

The Council's **Proposed** Procurement Policy focuses on four key broader outcomes:

### Supporting Local and NZ Businesses

Council ensures fair access to procurement opportunities, encouraging participation from local and regional suppliers to strengthen the district's economy and build capability.

### Building Sector Skills and Capacity

Through capital and infrastructure projects, Council supports contractors who invest in workforce development, training, and long-term sector sustainability.

### Raising Health, Safety, and Employment Standards

All suppliers must meet high standards for workplace safety and ethical employment. Contracts include monitoring provisions to ensure continuous improvement.

### Promoting Environmental Sustainability

Council considers the full lifecycle impact of goods and services, favouring low-emissions, energy-efficient, and waste-reducing solutions where possible.

These outcomes align with Waitomo's commitment to community wellbeing, sustainability, and responsible governance. A supporting Procurement Framework guides staff in applying these principles consistently across planning, evaluation, and contract management.

WDC will ensure that broader outcomes are considered in all procurement activities, and ensure adequate weighting is placed on broader outcome sections of PQM procurement.

## 17 Endorsement and Review

Subject to the endorsement of NZTA (specific to the land transport activity), this Land Transport Procurement Strategy will be adopted by Council.

Responsibility for the Strategy and its currency primarily lies with the Roading Manager, who is also responsible for the continuity of transportation activities funded from the National Land Transport Fund (NLTF).

Reviews and NZTA endorsement of the Land Transport Procurement Strategy is a requirement for continued NLTF investment and therefore reviews are planned on a triennial basis (following local government elections).

Document ID: 913618

**Report To: Council**

**Meeting Date:** 9 October 2025

**Subject:** **Temporary Traffic Management Transition**

**Type:** Information Only

**Author(s):** Darren Laycock  
Roading Manager

Shyamal Ram  
GM – Infrastructure Services

**1. Purpose of Report**

- 1.1 The purpose of this business paper is to provide Council with an understanding of the changes being made to the Temporary Traffic Management framework in New Zealand.

**2. Suggested Resolutions**

- 2.1 The following are suggested resolutions only, and do not represent Council policy until such time as they are adopted by formal resolution.
1. The business paper on Temporary Traffic Management Transition be received.

**3. Background**

- 3.1 **CHANGES TO THE TEMPORARY TRAFFIC MANAGEMENT FRAMEWORK**
- 3.2 The Government Policy Statement on Land Transport 2024 which was released in June 2024 requires all Road Controlling Authorities (RCAs) to deliver better value for money on road network works, while also improving safety for workers and road users.
- 3.3 To support these goals, RCAs are required to progressively apply the New Zealand Guide to Temporary Traffic Management (NZGTTM) to any entity, contractor or utility operator electing to undertake works within the road corridor. This transition process is required by the national guidelines as it has wide reaching implications given all works within the road corridor are affected.
- 3.4 Applying the NZGTTM supports RCAs to meet their legal obligations outlined in the Health and Safety at Work Act 2015 and will help achieve greater efficiencies and minimise disruption for road users. RCAs will not have to apply the Code of Practice for Temporary Traffic Management (COPTTM) once they adopt the NZGTTM framework.
- 3.5 The following sections outline the requirements, timelines and implications for Waitomo District Council (WDC). Key dates include planning by 20 December 2025 and application to new contracts by 1 July 2026, with full incorporation by 1 July 2027
- 3.6 **PROPOSED TIMING**
- 3.7 The below timing has been mandated to all RCAs in a letter sent to CEOs in July 2025.
- 3.8 To prompt faster adoption of the NZGTTM, the NZTA Board has approved the introduction of the following additional specific requirements:
1. The RCA must plan for the application of the NZGTTM to relevant contracts (defined at 3.9). The Plan is to be completed by 20 December 2025.

2. The RCA must apply NZGTTM to new relevant contracts no later than 1 July 2026.
  3. The RCA must incorporate NZGTTM into any existing relevant contracts no later than 1 July 2027.
  4. NZTA have made it clear that if RCAs do not adopt the NZGTTM by the required dates then funding could be affected as it is a requirement for continued funding.
- 3.9 For these purposes “Relevant Contracts” means any contracts for works funded, whether in whole or in part by the RCA using National Land Transport Fund (NLTF) funding, including subcontracts, where performance of the contract involves any form of TTM in the road corridor.
- 3.10 WDC as the RCA is continuing to review and process Traffic Management Plans (TMPs) in accordance with COPTTM as we work through what the change to NZGTTM means to us as an RCA and PCBU working towards the dates outlined above.

#### **4. Commentary**

- 4.1 The transition to NZGTTM will be a learning process for all parties involved in road corridor activities, including traffic management companies, contractors, utility operators, principals, and road corridor managers. WDC is actively engaged with industry developments and is coordinating with neighbouring RCAs.
- 4.2 Under NZGTTM, the contractor undertaking the work is responsible for developing and implementing the Temporary Traffic Management Plan (TMP). The RCA will no longer formally approve TMPs, but will review risk assessments and veto plans if they are likely to cause unacceptable impacts on the network
- 4.3 A key element of the risk management process under the Health and Safety at Work Act 2015 is the requirement for all parties involved in a work activity to ‘consult, communicate, and coordinate’ (the 3C’s). This means contractors will need to share their risk assessments and draft TMPs with the RCA and any other PCBUs in the contracting chain.
- 4.4 Through this process the RCA will review the risk assessment and what impact the proposed TMP may have on traffic movements across the rest of the network, and if they consider the impacts will be too great, they have the right to veto the Plan and require the contractor to provide an acceptable proposal.
- 4.5 As the RCA, WDC still has legislated responsibilities to approve road closures and temporary speed limits and to grant access to the road corridor, ensuring proposed works are coordinated with any other works occurring on the network.

#### **5. Considerations**

- 5.1 **RISK**
- 5.1 Previously under COPTTM, the requirements for TTM were clearly defined as well as layout diagrams which had little room for alteration or amendment. Under the NZGTTM, the TMP will be much more of a risk-based plan which is open to interpretation by different individuals and RCA.
- 5.2 This new major change places a lot more risk onto the RCA as well as the person approving the Plan.
- 5.3 Additional training will be required for anybody involved in approving plans under NZGTTM which will involve costs to Council and an increase in training budgets.
- 5.4 Training courses are being developed by training organisations that should be similar to current courses for COPTTM, but these are yet to be confirmed. We are expecting an update on this during October from the National Steering Group.
- 5.5 These changes have been discussed at great length with other roading teams across the Waikato as well as nationally. The general opinion is that there will be reasonable time spent assessing the new plans compared to previous plans under COPTTM.

**Document ID:** 909998

## **Report To: Council**



**Meeting Date:** 9 October 2025

**Subject:** **Bi-Monthly Activity Report: Infrastructure Services**

**Type:** Information Only

**Author(s):** Shyamal Ram  
General Manager – Infrastructure Services

### **1. Purpose of Report**

- 1.1. The purpose of this business paper is to update Council on the activities that form part of the Infrastructure Services Group.

### **2. Suggested Resolutions**

- 2.1 The following is a suggested resolution only and does not represent Council policy until such time as it is adopted by formal resolution.

1 The Bi-Monthly Activity Report: Infrastructure Services be received.

### **3. Background**

- 3.1 At its meeting on 28 February 2023, Council adopted a new reporting framework detailing bi-monthly financial reporting and Council group activity reporting.
- 3.2 A reporting schedule was agreed, with Infrastructure and Community reporting on the same bi-monthly Agenda, and Business Support and Leadership / Governance and Regulatory reporting on the other month.
- 3.3 The Infrastructure Services report provides commentary on activities and operational projects covering three waters, roading, waste management, housing, and other property.
- 3.4 The report provides relatively high-level detail and will provide commentary on significant, not 'business as usual' matters.
- 3.5 Each sub-group will cover the following:

**Current Activity** This narrative will cover operational projects, any further narrative on capital expenditure projects not covered in the bi-monthly financial report, issues, and operational topics in these activities.

**Risks and Opportunities** Providing a comment on any risks/opportunities that are important to note.

**Looking Forward** What is happening in the next 1-3 months to give a picture of what is coming up.

### **4. Roads and Footpaths**

- 4.1 The Roads and Footpaths group of activities incorporates maintenance and renewal of the road surface, pavement, footpaths and other roading assets such as bridges and structures.

#### 4.2 **CURRENT ACTIVITY**

- 4.3 The 2024 – 25 Capital Works Programme progressed well with most sites now completed. Some culvert relining will need to be completed on Ramaroa Road once water levels drop.
- 4.4 The three yearly New Zealand Transport Agency (NZTA) audit was completed between 19 – 23 May 2025. There were a few minor items that required addressing. Safety audits on historic sites is the only action outstanding and these need to be completed by December 2025.
- 4.5 The updated Land Transport Procurement Strategy was taken to Council on 26 August. Following discussions, this was moved to a workshop on 9 September where elected members agreed to accept the amended strategy. This is in a paper for approval on 9 October with the changes made.
- 4.6 Both the Streetlighting and Bridge Maintenance Contracts are due to be tendered this financial year. These are currently being worked on.
- 4.7 The Targa Rally is being held on the 15 – 19 October 2025. No objections were received during the public notice period. The Hamilton Car Club rally was run on 21 September 2025 with no objections or complaints received.
- 4.8 The Professional Services Contract ends in June 2026. Work on the procurement stages has started to ensure there is plenty of time for the tender and award processes to be finalised to allow for a good handover period before the current contract ends.

#### 4.9 **LOW-COST LOW-RISK (LOW COST LOW RISK)**

- 4.10 The Kent Street Slip Repair Project falls within the LCLR funding. Work on-site began in mid-September to relocate services and poles. Construction work started on 29 September 2025 and has progressed well. Resident feedback is positive; the site is being repaired after a lengthy delay.
- 4.11 The Resealing Programme has been completed. The Forward Work Plan for next year has been completed and is currently under review.

#### 4.12 **SPEED MANAGEMENT**

- 4.13 Work to install the variable speed signs has been completed. Feedback received has been positive. All information is now registered on the Land Speed Register and approved by NZTA. The speed change for Oparure Road is being worked through now to submit an application for approval.

#### 4.14 **STORM RECOVERY**

- 4.15 During the period 4 - 7 July 2025 and 11 July 2025, many roads in the district sustained storm damage from the heavy rains. Inframax responded to make these safe and clear up the initial damage across 106 sites.
- 4.16 WDC has applied to NZTA for the damage repair costs in the region of \$9m. A decision is yet to be made.
- 4.17 The Cat A sites which are the smaller sites will be managed within the maintenance contract .Sites currently being priced.
- 4.18 The 18 sites that are undergoing further investigation and design work to enable reconstruction are:

- Gribbon Road RP 1.25
- Kumara Road RP 3.625
- Mangatōa Road RP 0.8 and 24.8
- Rangitoto Road RP 0.2 and 6.743
- Te Anga Road RP 4.34 and 22.97
- Te Waitere Road RP 5.92, 8.5 and 9.67
- Walker Road RP 7.1
- Mapara South Road RP 2.66
- Totoro Road RP 3.79 and 8.83
- Mangarino Road RP 4.57
- Manganui Road RP 20.47
- Mangaotaki Road RP 4.37

- 4.19 All the storm event works will be funded at our current funding assistance rate (75%) plus an additional 20% for a total of 95% funding if approved by NZTA.

4.20 **RISKS AND OPPORTUNITIES**

- 4.21 The NZTA rehab work on Carroll Street was delayed until later this year. NZTA and their contractor, Fulton Hogan, made this decision as they deemed it too close to the Autumn / Winter period to be able to confidently complete the work without additional risk due to the weather. This has now been cancelled and NZTA have decided to undertake a programme of heavy maintenance, dig outs and sealing instead. NZTA has indicated that they will seek approval to carry out the works in the next NLTP period. If approved, they may carry out the rehab work sometime between FY26/27 and FY28/29. Council has expressed concerns regarding this delayed timeframe.

- 4.22 Lawrence Street Rehab was postponed until a later date. This was due to the NZTA rehab on Carroll Street being delayed. As this has been cancelled, we are progressing with this site and work should commence late 2025.

4.23 **LOOKING FORWARD – THE NEXT 3 MONTHS**

- 4.24 Work is ongoing on the Bridge Maintenance Forward Works Programme. Minor works are done through the maintenance contract with larger works being tendered as a larger package of work.
- 4.25 The Resealing Programme for 2025/26 is yet to be finalised.
- 4.26 The July storm sites will have design work completed and several packages of work will be finalised and advertised for tender.
- 4.27 Traffic Management Plans are being submitted for the Christmas parades in Te Kuiti and Piopio. These will be reviewed before approval by Council. NZTA will also require approval as there will be activity on SH3.
- 4.28 The Pavement Rehab Site on Kopaki Road is yet to be finalised and tendered along with the contractor re-establishing on Lawrence Street.

<b>5. Three Waters</b>
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- 5.1 The Three Waters group of activities includes drinking water, wastewater, stormwater, and management of treatment plants and the reticulation network. This section will also cover a summary of Waikato Waters Limited transition activities.

5.2 **CURRENT ACTIVITY**

5.3 **WAIKATO WATERS LIMITED**

- 5.4 Formation of the Council Controlled Organisation – Waikato Waters Limited (WWL), has been completed.

- 5.5 The Water Service Delivery Plans have been approved by the Department of Internal Affairs (DIA).

- 5.6 The WWL Transition office site has been confirmed.

- 5.7 We are working with various WWL transition streams to provide required information.

5.8 **DRINKING WATER**

5.9 **WATER RESILIENCE PROJECT**

- 5.10 The land easement for the reservoir has been procured, and the contract has been awarded. HEB is now working on completing the preliminary design for the works, with an anticipated physical start date in January 2026.

- 5.11 Work is being done to finalise easement agreements with the hospital and one other landowner for the revised pipeline route.

- 5.12 All Water Treatment Plants and schemes are business as usual (BAU) and operating efficiently.
- 5.13 The Piopio Water Treatment Plant is upgrading the river intake to provide health and safety assurance to staff when working in and around the site. The newly constructed shed has been completed along with a retaining wall. The shed will house the river pump. The raw water pump is ready to be installed but is currently on-hold due to a Tomo which has caused a large slip along the stream that could wash away the recently constructed shed. This slip has delayed the installation of the pump and electrical connections.
- 5.14 Maniaiti/Benneydale is experiencing high water loss within the reticulation network. Leak detection throughout the entire network was undertaken on 19 September 2025 to locate the source. One major leak was identified and this resulted in a reduction in water loss.
- 5.15 In addition to the two recent land slips at the Mokau Water Treatment Plant that impacted the Treatment Plant Reservoir, there were also several land slips that affected the access track to the top dams.
- 5.16 The landowner has been contacted to remove or repair the access track before our contractor can grade and apply metal on the track.
- 5.17 Thorough investigations to identify the long-term solutions required to prevent further landslides coming down to the Treatment Plant will be made when the weather improves.
- 5.18 **WASTEWATER**
- 5.19 The first year of the sludge removal contract at the Te Kuiti Wastewater Treatment Plant, to remove sludge over a three-year period has been completed.
- 5.20 Work to lower the outlet structure at pond #3 at the Te Kuiti Wastewater Treatment Plant is underway. When completed, this work will enable staff to lower the water level inside pond #3, to at least 20%.
- 5.21 The lowering of water levels in pond #3 will increase the Plants storage capacity during heavy rainfall.
- 5.22 In 2024, inflow and infiltration (I&I) audit checks were undertaken on approximately 15% of properties on the west side of Te Kuiti.



- 5.23 The property I&I audit checks were primarily focused on ensuring compliance with gully traps installation and ensuring downpipes are not connected to property wastewater connections.
- 5.24 Colours on each property relate to which properties have been checked and the status of the downpipe and gully traps. The green colour indicates compliant properties, blue indicates stormwater downpipes connected to the wastewater network, while pink indicates non-compliant gully traps.

- 5.25 The abatement notice received from Waikato Regional Council (WRC) on 9 July 2025 related to the overflow of wastewater in several sites caused by wet weather overflows due to I&I in the reticulation network.
- 5.26 WDC provided a formal letter of response to WRC, confirming the mitigation measures undertaken to date and outlining the longer-term solutions required. WRC are yet to acknowledge receipt of the letter or advise whether any further actions are required at this time.
- 5.27 **STORMWATER**
- 5.28 Inspections of the critical stormwater reticulation network, such as open channels, wingwalls and screens continue to be monitored before, during, and after heavy rainfall events.
- 5.29 Site inspection and confirmation of stormwater manholes for modelling work in Te Kuiti have been completed.
- 5.30 Stormwater modelling findings are being reviewed, with the outcome and recommendations to be presented later. Optioneering work is currently underway on five critical sites.
- 5.31 Investigations into several incidents of fuel or oil entering the stormwater network near Taupiri Street and discharging into Mangaokewa stream are continuing. The spill was investigated and upstream businesses and industries contacted.
- 5.32 **RISKS AND OPPORTUNITIES**
- 5.33 **Risks:** With the heavy rainfall experienced recently, the risk of wet weather overflows are high.
- 5.34 **LOOKING FORWARD – THE NEXT 3 MONTHS**
- 5.35 We've completed inspection and servicing of all domestic septic systems for each property in the Piopio township. We have programmed another round of inspections and servicing work to begin in January 2026. The inspection and servicing work contributes to a higher quality of wastewater entering the treatment plant for treatment processes and also avoids blockage and inconvenience for property owners or occupiers.
- 5.36 Commencement of cleaning out of the wastewater pump station wet wells will begin in October 2025.

<b>6. Waste Management</b>
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- 6.1 The Waste Management activity incorporates Landfill, Kerbside Collections and Transfer Station operations.
- 6.2 **CURRENT ACTIVITY**
- 6.3 The Tender Evaluation Group is currently assessing submissions received through the Request for Tenders process for the new Waste Services contract.
- 6.4 The planned installation of two 100-meter Novoflo lines at the landfill has been temporarily suspended due to instability observed in the landfill highwall. Safety concerns have arisen following recent assessments, indicating that the current conditions pose a risk to personnel and equipment.
- 6.5 Installation will proceed once the site has been deemed structurally stable and safe for work. Monitoring of the highwall is ongoing, and further geotechnical evaluations will guide the timeline for resuming installation activities.
- 6.6 **RISKS AND OPPORTUNITIES**
- 6.7 The instability of the landfill highwall may result in minor shifts to the surrounding area, which could influence surface water movement over time.
- 6.8 **LOOKING FORWARD – THE NEXT 3 MONTHS**
- 6.9 The contract for kerbside refuse and recycling services will be successfully awarded.

## **7. Property and Facilities**

7.1 The Property and Other Facilities activity covers:

- Parks and Reserves
- Public Amenities
- Residential and Elder Housing
- Library
- i-Site
- Railway and Administration Buildings
- Aerodrome
- Holiday Parks

### **7.2 CURRENT ACTIVITY**

7.3 The Te Kuiti Holiday Park building relocation to Marokopa Holiday Park project is currently underway. A meeting with all contractors is scheduled to take place later this month to coordinate the transition. It is expected that the building will be relocated by mid-November.

7.4 The scheduled painting of the Aquatic Centre has been deferred until the conclusion of the 2025/2026 swimming season, primarily due to adverse weather conditions. However, essential maintenance including the repair of filter laterals and replacement of media will be completed prior to the season opening.

7.5 The first tranche of asset data has been migrated over to the new Asset and Work Manager system. Sample data has been tested with refinements being made as required. Site verification work has begun with condition assessments being undertaken at the same time. Ongoing training and product development is required with support from the Thinkproject service providers.

### **7.6 RISK AND OPPORTUNITIES**

7.7 A risk that the time frame for making the Te Kuiti Holiday Park building operational in Marokopa by Labour Weekend may be challenging to meet if the move cannot be scheduled within this time frame.

### **7.8 LOOKING FORWARD – THE NEXT 3 MONTHS**

7.9 The relocation of the former Te Kuiti Holiday Park building to Marokopa Holiday Park for use.

7.10 The planned bollard replacement at Te Kuiti Domain is expected to be completed within the next three months.

Document ID: 915158

**Report To: Council****Meeting Date:** 9 October 2025**Subject:** **Progress Report: Better off Funding Projects****Type:** Information Only**Author(s):** Ben Smit  
Chief Executive**1. Purpose of Report**

- 1.1. The purpose of this business paper is to provide a progress report on the '3 Waters' Better-off Central Government funded projects.

**2. Suggested Resolutions**

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.

- 1 The Progress Report: Better off Funding Projects be received.

**3. Background**

- 3.1 Progress reports on the '3 Waters' Better-off Central Government funded (BOF) projects have been provided previously to report on milestones achievements against allocated budgets, seek project scope approval when required and provide information relating to changing central government priorities.
- 3.2 For ready reference following is a summary of the original project goals and high-level current status:
- (a) **Town Gateways** – to create gateways at the entry points to each township. STATUS: discontinued post DIA direction to refocus uncommitted funds toward water infrastructure projects \$1,415,375 in unallocated tranche.
  - (b) **Walkways** – to link, upgrade and improve the Motakiora, the awa and Te Arora walkways through Te Kuiti. STATUS: completed.
  - (c) **Cultural and Community Hub** – business case and scoping works for the creation of a community space. STATUS: implementation through renamed Les Munro Centre Revitalization project.
  - (d) **Social Good Partnership** – initiatives including, delivery of a methamphetamine program, housing strategy and action plan, civil defense resilience planning, vocational pathways for youth, and Centennial Park concept development. STATUS: rescoping of some sub projects, most nearing completion.
  - (e) **Town Amenity Improvements** – including upgrades to Piopio parking areas, sealing areas in Maniaiti/Benneydale and Marokopa campground improvements. STATUS: completed.
- 3.3 The original BOF agreement was amended through a variation in June 2023 to extend the end date to 30 June 2027 and further changes were made in June 2024 to remove the formal six-monthly reporting requirement to the Department of Internal Affairs (DIA). Detail relating to project milestones and forecast information is now provided through the claims and project change processes only.

- 3.4 With key decisions taken through the paper presented to Council 29 October 2024 to rescope and redirect uncommitted funds into the unallocated tranche, the focus this past year has been on continuing to deliver the existing projects through to completion as efficiently as possible.
- 3.5 This progress report will include:
- (a) A status update on each project including the sub-projects.
  - (b) Provide financial information relating to project budgets against spending to date.

## 4. Commentary

### 4.1 **PROJECT STATUS**

- 4.2 Projects and sub-projects have different procurement stages, scoping requirements and delivery outcomes and timeframes. The following table provides a status overview with more specific sub-project detail in the following sections.

Project	Status	Start date	End date
1. Town Gateways	Rescoped then discontinued	1 Mar 2023	29 Oct 2024
2. Walkways	Completed – opening ceremony pending	1 Jan 2023	30 Oct 2025
3. Les Munro Revitalisation (ex Cultural and Community Hub)	Completed initial scoping, optioneering and costing of alternatives. Project to potentially be reconsidered during the development of the Long Term Plan	1 Dec 2024	30 Jun 2025
4. Social Good Partnerships	Completed/Planning/Implementation	1 Sept 2022	30 Mar 2027
5. Town Amenity Improvements	Completed	1 Jan 2023	30 Aug 2024

**Table 1: Project Status Overview**

### 4.3 **WALKWAYS (\$396,000)**

- 4.4 Key project goals included improving track definition, gradient and re-surfacing, signposting and fencing plus riparian planting and installation of park seating to improve amenity and experience values of the Mangaokewa walkway for both visitors and residents. These have been achieved.
- 4.5 Along with the BOF grant, Tourism Infrastructure Grants totalling \$141,000 have together created significant improvements at different sections of the Mangaokewa walkway from Motakiora/Brook Park through to the Mangaokewa Reserve. The improved walking access has created linkages and connectivity between the local environment and the sculptures and galleries which showcase the King Country's many national and global legends.
- 4.6 The grants have also enabled the design and narrative of educational and interactive storyboards detailing the history and areas of cultural significance to Ngati Rora at nine sites along the walkway. Ngati Rora and the Brook Park Committee have been fully involved as this project progressed.
- 4.7 The planned opening and blessing ceremony has been delayed several times due to poor weather, however it is expected to occur within the next month or so.

### 4.8 **TOWN AMENITY IMPROVEMENTS (\$575,000)**

- 4.9 There were four sub-projects delivered under this project grouping - three carpark improvements in Piopio and Maniaiti/Benneydale and removal of the old school building in Marokopa.
- 4.10 The projects were all completed by August 2024 and came in \$32,498 under budget. This portion has been transferred to the unallocated tranche.

### 4.11 **SOCIAL GOOD PARTNERSHIPS (\$960,000)**

- 4.12 There are five sub-projects under the Social Good Partnerships grouping.

4.13 **RANGATAHI PATHWAYS (\$600,000)**

4.14 The Rangatahi Pathways initiative is designed to support young people in the Waitomo district as they navigate their way through school, employment, and further training and education.

4.15 Aotahi Ltd delivers the Program and provides regular updates and reporting to Council.

4.16 The Rangatahi Pathways Programme has significantly improved youth outcomes across the district. School retention to Year 13 increased by 97% in participating schools. More than 900 students are engaged annually through mentoring, workshops, and career events, with over 70 employer and tertiary exposure activities delivered since 2023.

4.17 The BOF grant has enabled the establishment and three years of program implementation. With the grant portion almost fully utilised alternative funding streams are being looked at currently.

4.18 **HOUSING STRATEGY (\$80,000)**

4.19 The Housing Strategy was completed within budget and delivered to Stakeholders in August 2023.

4.20 The action and implementation stages are ongoing and included the evaluation of land potentially available in Te Kuiti for development of housing. The Eketone Street development project is an example of strategy outcomes being delivered.

4.21 **CENTENNIAL PARK CONCEPT PLAN (50,000)**

4.22 The final concept plan was completed July 2024 and came in under budget at \$39,467.

4.23 The concept plan has been used to inform the scope of the Centennial Park Development Plan as intended.

4.24 **MOKAU MUSEUM (\$30,000)**

4.25 As advised in the 27 February 2024 council paper, funding for the original sub-project, Civil Defence Resilience Planning, was able to be completed via a different workstream. This allowed for a contribution towards building maintenance and access and safety improvements at the Mokau Museum to be made.

4.26 The outcomes were consistent with the wider objectives of the Social Good Partnerships group.

4.27 The contribution was made as a one-off payment in December 2023.

4.28 **SPORTS CO-ORDINATOR (\$200,000)**

4.29 Approval to repurpose the original methamphetamine programme sub-project to the Sports' Development role was granted through council resolution Better off Funding Projects – Financial Update and Funding Alternatives 30 April 2024.

4.30 Work is progressing on formation of a community trust to support this work.

4.31 **LES MUNRO CENTRE REVITALISATION (\$200,000)**

4.32 The purpose of this refocused sub-project is to identity and unlock the potential of the Les Munro Centre and potentially reduce the rates requirement.

4.33 Initial proposal developed with community and external support. Council made the decision to put the outcome on hold and look at it through the LTP process.

4.34 **UNALLOCATED TRANCHE**

4.35 There is currently \$1,447,873 available in the unallocated tranche, with a further \$67,093 which can be transferred over through the completion of two projects (Walkways and Centennial Park Concept Plan) that were delivered under budget.

4.36 As advised in the 30 April 2024 Council paper, with the change in Central Government direction ccouncils' are able to utilise unallocated or uncommitted BOF grants to assist in the establishment of Council Controlled Organisations (CCOs) or any other arrangements required to implement the Local Water Done Well Programme of Reforms.

- 4.37 Approval from the DIA is required to draw down funding from the unallocated tranche for specific projects, however any investment in water infrastructure projects is expected to receive approval.
- 4.38 It is recommended that the funds available in the 'unallocated tranche' will be used to fund the major stormwater upgrades or transition funding for costs associated with the transition to Waikato Waters Limited.
- 4.39 It would seem that Waikato Waters Limited (WWL) will fund councils' transition costs. The methodology for this and an estimate of the value of these costs will be presented to the WWL Board in mid-October 2025 for approval. Therefore it is unlikely that this will require BOF funding.
- 4.40 The detail of the stormwater upgrades will not be developed until after the solutions to the stormwater modelling (currently being undertaken) are formed. The plan is to present this to the end Council later this calendar year. Until then staff will continue to refine the amount available in the 'unallocated tranche'. When a clear idea on the level of funding available and a decision on the use of this funding is available a decision paper will come to Council to approve these two aspects.
- 4.41 **FINANCIAL STATUS**
- 4.42 Table 2: Actual, committed and uncommitted costs Better off Funding projects to date.
- 4.43 Uncommitted funds are defined as BOF related activities or services that are budgeted for, but the services have not yet been procured. Uncommitted funds will be used to achieve existing project milestones.

Project Grouping	Project Name	BOF Grant \$	Actual \$	Committed costs 31 Aug 2025 \$	Uncommitted fund 31 Aug 2025 \$	Project Status	Treatment of uncommitted funds
<b>Town Gateways</b>	Traffic Calming	<b>1,419,000</b>	3,625	N/A	N/A	Discontinued	\$1,415,375 in Unallocated tranche
<b>Walkways</b>	Walkways	<b>396,000</b>	338,440	1,000	56,560	Complete	\$56,560 transfer to unallocated tranche
<b>Les Munro Centre Revitalisation</b>	Business Case and Scoping	<b>200,000</b>	80,961	Nil	119,039	Consider using to continue work during LTP	Leave with project
<b>Social Good Partnerships</b>	Sports Development Initiative	200,000	Nil	Nil	200,000	Planning	Leave with project
	Housing Strategy	80,000	78,300	N/A	1,780	Complete	N/A
	Mokau Museum	30,000	30,000	N/A	N/A	Complete	N/A
	Rangatahi Pathways Coordination	600,000	562,512	37,454	Nil	Nearing completion	N/A
	Centennial Park Concept Development	50,000	39,467	N/A	10,533	Complete	\$10,533 transfer to unallocated tranche
	<b>Total Social Good Partnerships</b>	<b>960,000</b>	<b>710,279</b>	<b>37,454</b>	<b>212,313</b>		
<b>Town Amenity</b>	Piopio, Benneydale Hall & SH30 carparks	525,000	484,353	N/A	N/A	Complete	
	Marokopa Campground Building removal	50,000	58,103	N/A	N/A	Complete	
	<b>Total Town Amenity Projects</b>	<b>575,000</b>	<b>542,456</b>	<b>N/A</b>	<b>N/A</b>	<b>Complete</b>	<b>\$32,498 in Unallocated tranche</b>
<b>TOTAL</b>		<b>3,550,000</b>	<b>1,675,761</b>	<b>38,454</b>	<b>387,912</b>		<b>1,447,873</b>

Document ID: 914526

**Report To: Council****Meeting Date:** 9 October 2025**Subject:** **NZ Mutual Liability Riskpool – Trust Deed Variation****Type:** Decision Required**Author(s):** Tina Hitchen  
Chief Financial Officer**1. Purpose of Report**

- 1.1. The purpose of this business paper is to seek Council's approval of the proposed amendments to the Riskpool Trust Deed, as circulated by Local Government Mutual Funds Trustee Ltd (LGMFT), the trustee for the New Zealand Mutual Liability Riskpool Scheme (Riskpool).

**2. Suggested Resolutions**

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.
- 1 The business paper on NZ Mutual Liability Riskpool – Trust Deed Variation be received.
  - 2 Council notes the purpose and effect of the proposed amendments as outlined in this report.
  - 3 Council approves Waitomo District Council consenting to the amendments to the Riskpool Trust Deed.
  - 4 The Chief Executive be delegated authority to sign the Consent to Trust Deed Amendments on behalf of the Waitomo District Council.

**3. Background**

- 3.1 Riskpool was established in 1997 by local authorities and Civic Assurance (now Civic Financial Services Ltd) to provide collective risk protection for local government entities across New Zealand. It was formed in response to an unreliable and expensive commercial insurance market, particularly following the withdrawal of key insurers from local government liability cover.
- 3.2 Structured as a not-for-profit mutual fund with a Board of Trustees (the Board) acting in the best interests of members, Riskpool successfully operated for 20 years, returning \$178.7 million in claims to its members in comparison to \$147.5 million in contributions. Waitomo District Council (WDC) was a member of the Riskpool Scheme in that period.
- 3.3 Since 2017, the Scheme has been in a managed wind-down phase.

**4. Commentary**

- 4.1 The Board's focus is now primarily on resolving legacy claims, pursuing recoveries from reinsurers, and ensuring sound trust governance.
- 4.2 Although the Riskpool Scheme is in a managed wind down phase, the Board is currently managing a number of significant workstreams relating to Riskpool including:

## (a) Domestic Litigation

- Several legacy claims remain outstanding against the Scheme. In 2023, the Supreme Court in *Local Government Mutual Funds Trustee Ltd v Napier City Council* [2023] NZSC 97 confirmed that claims against the Scheme involving both weathertight and non-weathertight defects (mixed claims) could be divided, with cover available for non-weathertight defects. This ruling had wide-ranging consequences and led to a series of other mixed defect claims proceeding against the Scheme.
- Two of these claims are scheduled for trial in September 2025. The central issue at trial is whether the claims were validly notified under the Scheme. These proceedings are important in clarifying Riskpool's historic obligations and the interpretation of Scheme terms. The Board is working closely with its legal advisers to prepare for trial and is keeping reinsurers updated with developments.

## (b) Reinsurance Recoveries

- Reinsurance remains Riskpool's primary source of funds for accepted claims. However, the process of ensuring reinsurers meet their obligations is complex, involving multi-layered "towers" of reinsurance for each fund year. The relevant reinsurance contracts are governed by English law and subject to the jurisdiction of the London commercial courts.
- The Board is actively engaged with London brokers, English counsel, and New Zealand advisers to pursue recovery. Litigation in London remains a possibility. Ensuring that reinsurers meet their indemnity obligations is essential to reduce the scale of any further calls on member Councils and safeguard the wider local government sector.

4.3 **PROPOSED AMENDMENTS TO THE RISKPOOL TRUST DEED**

4.4 The Riskpool Trust Deed dates from 1997, with further amendments having been made in 2007.

4.5 As part of its ongoing governance review, the Board commissioned Webb Henderson to conduct a 'hygiene check' of the Scheme and its governing documents. That review identified a number of deficiencies in the current Trust Deed which require correction to bring the governance framework into line with best practice.

4.6 In summary, the proposed changes:

- Clarify the duties owed under clause 6 of the Trust Deed. The amendments make clear that these duties are owed by LGMFT, rather than by the Board. It appears that has always been the intention of the drafting given that the Board is not a party to the Trust Deed. The Board will remain mindful of them and continue to seek to cause LGMFT to give effect to them.
- Clarify that the Trustee can distribute surplus funds to Members. This is implicit at present but as the Scheme pursues reinsurance recoveries it is appropriate to put the point beyond any doubt. See clauses 6.13 and 6.14 of the Amended Riskpool Trust Deed.
- Clarify that the role of the Scheme Manager under clause 9 of the Trust Deed passed to Civic Financial Services Limited, formerly known as New Zealand Local Government Insurance Corporation Limited (LGIC).
- Properly provide for indemnification and limitation of liability of LGMFT, as trustee, and the Board. The Trust Deed, as currently drafted, provides insufficient protections to LGMFT and the Board when compared to the position at common law and in typical commercial trust arrangements. The Board considers that this is an oversight which, in the interests of the Scheme and Members, should be addressed. See clause 13 of the Amended Riskpool Trust Deed.
- Ensure consistent use of defined terms and correct other minor drafting issues.

- 4.7 In accordance with clause 17.1 of the Riskpool Trust Deed, the proposed amendments are conditional on not less than 90% of Members consenting in writing to the changes. There are 75 Member Councils in the relevant period, each with a casting vote.

## **5. Analysis of Options**

- 5.1 Council has the option to either
- (a) agree to the variation of the Riskpool Trust Deed as proposed; or
  - (b) not agree to the variation as proposed.

## **6. Considerations**

- 6.1 **RISK**
- 6.2 As the Riskpool Trust Deed does not currently provide clear indemnities for the Board, this means directors are personally exposed for the decisions they make, even when acting in good faith in a complex, high-value scheme.
- 6.3 The risk in not consenting to the proposed changes is that directors may be unwilling to serve on the Board without adequate protection. If we are unable to attract and retain capable directors, this could affect the ongoing administration of the scheme, of which Council and other members are the ultimate beneficiaries.
- 6.4 There may also be a risk that if there is a claim or liability arising out of performance or obligation of the deed, member councils may need to cover any shortfall.
- 6.5 **CONSISTENCY WITH EXISTING PLANS AND POLICIES**
- 6.6 The decision by Council to approve the Riskpool Trust Deed variation is in accordance with Council's plans and policies.
- 6.7 **SIGNIFICANCE AND COMMUNITY VIEWS**
- 6.8 Under the Significance and Engagement Policy, this matter is of low significance.

## **7. Recommendation**

- 7.1 It is recommended that Council approve the variation to the Riskpool Trust Deed as proposed and delegate the Chief Executive the authority to sign the document on behalf of Waitomo District Council.

## **8. Attachments/Separate Enclosures**

Attachments:

- 1 Letter from Local Government Mutual Funds Trustee (Riskpool) dated 21 August 2025 (including Draft Deed amendment and restatement of Trust Deed) (Docs #914524)



21 August 2025

Ben Smit  
Waitomo District Council  
PO Box 404  
TE KUITI 3941

bens@waitomo.govt.nz

Dear Ben

#### **RISKPOOL: UPDATE TO TRUST DEED**

As indicated in our letters of 26 May and 24 July, we write in relation to proposed amendments to the trust deed governing the Riskpool Scheme (**Trust Deed**).

The Trust Deed dates from 1997, with further amendments having been made in 2007. As part of its ongoing governance review, the Board of Local Government Mutual Funds Trustee Limited (**LGMFT**) engaged Webb Henderson, legal and regulatory advisors, to conduct a 'hygiene check' of the Scheme and its governing documents. That review identified a number of deficiencies in the current Trust Deed which require correction to bring the governance framework into line with best practice.

Accompanying this letter are drafts of:

- the proposed deed of amendment and restatement of the existing Trust Deed (**Deed of Amendment and Restatement**); and
- a copy of the Trust Deed marked up to show the changes which would be affected by the Deed of Amendment and Restatement (**Amended Deed**).

In summary, the proposed changes:

- Clarify the duties owed under clause 6 of the Trust Deed. The amendments make clear that these duties are owed by LGMFT, rather than by the Board. It appears that has always been the intention of the drafting given that the Board is not a party to the Trust Deed. The Board would of course still be mindful of them and will continue to seek to cause LGMFT to give effect to them.
- Clarify that the Trustee can distribute surplus funds to Members. This is implicit at present but as the Scheme pursues reinsurance recoveries it is appropriate to put the point beyond any doubt. See clauses 6.13 and 6.14 of the Amended Deed.

- Clarify that the role of the Scheme Manager under clause 9 of the Trust Deed passed to Civic Financial Services Limited, formerly known as New Zealand Local Government Insurance Corporation Limited (LGIC).
- Properly provide for indemnification and limitation of liability of LGMFT, as trustee, and the Board. The Trust Deed, as currently drafted, provides insufficient protections to LGMFT and the Board when compared to the position at common law and in typical commercial trust arrangements. The Board considers that this is an oversight which, in the interests of the Scheme and Members, should be addressed. See clause 13 of the Amended Deed.
- Ensure consistent use of defined terms and correct other minor drafting issues.

### **Consent procedure**

In accordance with clause 17.1 of the Trust Deed, the amendment and restatement of the Deed of Trust is conditional on not less than 90% of Members consenting in writing to the changes. We encourage all members to engage with the process of amendment and will be happy to arrange one-on-one sessions and virtual briefings with members to explain the proposed amendments.

If the amendments proposed by the Deed of Amendment and Restatement are acceptable to you, please sign the attached consent and return it to us at your earliest convenience, and no later than **30 September 2025**.

If you have any questions or would like to discuss any of the matters outlined above, please don't hesitate to contact me at: [stephen.ferson@riskpool.org.nz](mailto:stephen.ferson@riskpool.org.nz)

Ngā mihi



**Stephen Ferson**

General Counsel

Local Government Mutual Funds Trustee Ltd (Riskpool)

**CONSENT TO TRUST DEED AMENDMENTS**

**Waitomo District Council**, a local authority within the meaning of the Local Government Act 2002, in its capacity as a Member of the Scheme (and having received such advice, if any, as it has considered appropriate in the circumstances), hereby irrevocably consents to the amendments to the deed of trust dated 1 July 1997 and as varied pursuant to a Deed of Variation of Deed of Trust dated 22 July 2007 between Civic Financial Services Limited (previously named New Zealand Local Government Insurance Corporation Limited) and Local Government Mutual Funds Trustee Company Limited (**Trust Deed**) as proposed in the draft Deed of Amendment and Restatement of Trust Deed relating to the New Zealand Mutual Liability Riskpool circulated under cover of the letter from Stephen Ferson, General Counsel of Riskpool, dated 21 August 2025.

The terms "Member" and "Scheme" shall have the same meaning in this Consent as in the Trust Deed.

**Dated:**

**SIGNED** for and on behalf of  
**Waitomo District Council** by:

\_\_\_\_\_  
Authorised Signatory

## Deed of Amendment and Restatement

DEED dated 2025

### Parties

1. **Civic Financial Services Limited** (formerly known as New Zealand Local Government Insurance Corporation Limited) (**Civic**)
2. **Local Government Mutual Funds Trustee Limited (LGMFT)**

### Background

- A. On 1 July 1997, the parties entered into a Deed of Trust (as varied by Deed of Variation dated 22 June 2007) (**Deed of Trust**).
- B. The parties now wish to amend and restate the Deed of Trust, on the terms set out in this deed.
- C. The amendments to the Deed of Trust are in the interests of Members, and (in accordance with, and for the purposes of clause 17.1 of the Deed of Trust) the consent of Members will be sought in respect of them.

The parties agree as follows:

## 1. Interpretation

### 1.1 In this Deed:

- (a) **Effective Date** means the date on which the consent (pursuant to clause 17.1 of the Deed of Trust) of the requisite number of Members is received in writing, in accordance with clause 2 of this deed;
- (b) **Deed of Trust** has the meaning given to it in the Background;
- (c) **Revised Deed** means the deed set out in the Appendix of this deed;
- (d) capitalised terms that are not defined in this deed have the meaning given to them in the Revised Deed; and
- (e) headings are to be ignored in construing this deed.

## 2. Condition

In accordance with clause 17.1 of the Deed of Trust, the amendment and restatement of the Deed of Trust pursuant to this deed is conditional on not less than 90% of Members consenting in writing to the changes shown as marked up in the version of the Revised Deed attached as the Appendix to this deed.

### 3. Amendment

#### 3.1 Amendment and restatement

Subject to clause 2, with effect on and from the Effective Date, the Deed of Trust is amended and restated in the form of the deed set out in the Appendix. Except to the extent amended by this deed, the Deed of Trust continues in full force and effect.

#### 3.2 Confirmation

- (a) Each party acknowledges and confirms that on and from the Effective Date, the parties shall have the benefit of the Revised Deed in accordance with its terms and are bound by the terms of the Revised Deed and have the obligations set out in it.
- (b) The parties:
  - (i) acknowledge that, in the period prior to the Effective Date, the references in clause 6 of the Deed of Trust to duties, responsibilities, discretions, and powers of the "Board" were intended by the parties to mean (and have been understood and applied as being) duties, responsibilities, discretions, and powers of the Trustee Company, acting by and through the instrumentality of the Board; and
  - (ii) agree and confirm that, as a result, the amendments to that clause 6 as set out in the Revised Deed are consistent with that intent and understanding.

### 4. General

#### 4.1 Further assurance

Each party shall take all steps, execute all documents and do or procure all other acts and things reasonably required to give effect to this deed according to its true intent.

#### 4.2 Entire agreement

This deed records the entire agreement between the parties concerning the amendment and restatement of the Deed of Trust.

#### 4.3 Counterparts

This deed may be executed in any number of counterparts (including electronically scanned copies) all of which, when taken together, will constitute one and the same instrument. A party may enter into this deed by executing any counterpart.

#### 4.4 Deed binding and delivered

For the purposes of Section 9 of the Property Law Act 2007, this deed:

- (a) is intended to be immediately and unconditionally binding upon each party to be bound by it when that party executes this deed; and
- (b) without limiting any other mode of delivery, will be delivered by each of the parties immediately on execution and exchange of this deed in accordance with clause 4.3.

#### 4.5 **Governing Law**

This deed is governed by the laws of New Zealand and each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New Zealand; and
- (b) waives any right to object to any proceedings being brought in, or transferred to, those courts.

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## Executed as a Deed

**Signed** for **LOCAL GOVERNMENT MUTUAL FUNDS TRUSTEE LIMITED** by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director

**Signed** for **CIVIC FINANCIAL SERVICES LIMITED** by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director

DATED

1997

**NEW ZEALAND LOCAL GOVERNMENT INSURANCE CORPORATION  
LIMITED**

(“LGIC”)

AND

**LOCAL GOVERNMENT MUTUAL FUNDS TRUSTEE COMPANY LIMITED**

(“Trustee Company”)

## **DEED OF TRUST**

**THIS DEED OF TRUST** made the 1<sup>st</sup> day of July 1997

## **PARTIES**

**CIVIC FINANCIAL SERVICES LIMITED (FORMERLY KNOWN AS NEW ZEALAND LOCAL GOVERNMENT INSURANCE CORPORATION LIMITED-at Wellington)** ("LGIC")

**LOCAL GOVERNMENT MUTUAL FUNDS TRUSTEE COMPANY LIMITED**  
("Trustee Company")

## **BACKGROUND**

- A. LGIC is a Local Authority Trading Enterprise as that term is defined in the Local Government Act 1974.
- B. Trustee Company is a company incorporated under the Companies Act 1993 and is a wholly owned subsidiary of LGIC.
- C. LGIC, in consultation with Jardine, has agreed to establish a Trust pursuant to this deed to provide the Fund and the Scheme (to be known as the New Zealand Mutual Liability Riskpool) for the benefit of the Members of the Scheme and to manage all Claims for Civil Liabilities against the Members of the Scheme which may arise in connection with the exercise by the Members of any of their powers, duties or functions.
- D. The purpose for establishing this Trust in consultation with Members is to benefit residents and ratepayers of New Zealand and in particular that purpose is to be achieved by enabling Members to be recompensed from the Fund in respect of liabilities thus reducing the need for insurance cover and reducing Members' annual expenses. In addition the Scheme Manager will work with Members to ensure that proper systems are developed to promote the efficient and safe fulfilment of each Member's functions thus providing a benefit to the community as a whole.
- E. LGIC has agreed to hold all the shares in Trustee Company on trust for the Members of the Scheme pursuant to this deed.
- F. Trustee Company has agreed to act as Trustee of the Scheme and to hold and apply the Fund in accordance with this deed and the other Scheme Documents so as to provide the benefits intended to be obtained by Members of the Scheme as envisaged by this deed and the other Scheme Documents.

THIS DEED WITNESSES:

## 1. Interpretation

1.1. In this deed unless the context clearly requires otherwise:

“**Act**” means the Companies Act 1993.

“**Additional Contribution**” means any additional or further contribution to an Annual Fund by a Member, after the initial Contribution to that Annual Fund, called for or demanded by the Board pursuant to this deed and the Scheme Rules.

“**Annual Fund**” means the separate fund established, pursuant to the Scheme Documents, for each Fund Year of the Scheme.

“**Board**” means the directors of Trustee Company who number not less than the quorum required pursuant to the Constitution acting together as a board of directors.

“**Call**” means each call or demand for an Additional Contribution.

“**Civil Liability**” means any civil liability resulting from an obligation, function, power or duty of a Member arising under law and includes any public liability and any liability for negligence of the Member.

“**Claim**” means any claim by a Member in respect of that Member’s Civil Liability during the term of the Scheme in respect of the Risks.

“**Constitution**” means the constitution of Trustee Company as may be varied, or substituted from time to time.

“**Contribution**” includes each Member’s initial contribution to each Annual Fund as determined by the Board, pursuant to clause 11 and each Additional Contribution.

“**Deed of Participation**” means the deed of participation required to be entered into by each Member pursuant to clause 16.

“**Fund**” means all assets and property of the Scheme and includes each separate Annual Fund.

“**Fund Manager**” means the manager of the Fund pursuant to clause 10.

“**Fund Year**” means the year commencing 4.00pm on 30th June in each year and terminating 4.00pm on 30th June in the next following year, or as otherwise determined by the Board.

“**Guidelines for Exercise of Discretion**” or “**Guidelines**” means the guidelines from time to time set out by the Board as detailed in clause 8.1.

“**Indemnity Cover**” means insurance cover purchased by the Board on behalf of Members to meet the Claims of the Members in the amount and in respect of the Risks determined from time to time by the Board being amounts payable in excess of the pooled cover.

**“Jardine”** means Jardine Risk Consultants Limited.

**“Local Authority”** means a local authority pursuant to the Local Government Act 1974.

**“Member”** means any person or body (whether incorporated or not) admitted as a Member to the Scheme pursuant to the Scheme Documents.

**“Pooled Cover”** means cover provided from the Fund to manage and, if the Claims are accepted by the Board, settle or pay the Claims against the Members in respect of the Risks.

**“Risks”** means those risks of Civil Liability of each Member and which fall within the Guidelines for Exercise of Discretion for the relevant Fund Year.

**“Scheme”** means the scheme, to be known as the New Zealand Mutual Liability Riskpool, constituted by this deed and the other Scheme Documents.

**“Scheme Documents”** means this deed, the Scheme Rules, and the Constitution of Trustee Company and for each Member, its Deed of Participation and the Guidelines.

**“Scheme Manager”** means the manager of the Scheme appointed from time to time pursuant to clause 9.

**“Scheme Manager’s Quantum”** shall mean \$30,000 inclusive of self retained limit or such other amount as shall from time to time be fixed by the Board.

**“Scheme Rules”** means the rules of the Scheme as promulgated by the Board from time to time.

**“Scheme Solicitor”** means the solicitor appointed from time to time by the Board.

**“Self Retained Limit”** means the deductible or excess to be borne by each Member in respect of its Risks and Claims against it as provided in the Guidelines.

**“Shares”** means the shares in Trustee Company.

**“Underlying Claim”** means any claim for civil liability (covered for the time being under the Guidelines) made against a Member which may give rise to a Liability; but also includes a claim which may give rise to a Liability to a Member under any other category of risk to that Member which the Guidelines of the Scheme may properly have been extended to cover pursuant to the terms of this deed.

1.2. In this deed, unless the context clearly otherwise requires:

1.2.1. Words importing the singular shall include the plural and vice versa;

1.2.2. References to any legislation shall include references to all amendments to that legislation and to any legislation passed in substitution for it (in whole or in part);

- 1.2.3. References to “director” or “directors” shall be to a director, or directors, of Trustee Company, acting in their capacity as such; and;
- 1.2.4. References to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality.

## **2. Constitution of the Scheme**

- 2.1. A scheme is hereby established by LGIC and Jardine for the benefit of Members of the Scheme with the objects set out in clause 2.4. The name of the Scheme shall be the New Zealand Mutual Liability Riskpool.
- 2.2. The parties agree that Trustee Company shall act as the Trustee of the Scheme established under this deed and shall be responsible to ensure that the purposes of the Scheme as provided by this deed and the other Scheme Documents are carried into effect.
- 2.3. The Fund of the Scheme shall include all assets and property for the time being held by or on behalf of Trustee Company, derived from:
  - 2.3.1. Contributions;
  - 2.3.2. Additional Contributions;
  - 2.3.3. Any gifts, donations or grants;
  - 2.3.4. Revenue from investments;
  - 2.3.5. Proceeds of realisation of investments;
  - 2.3.6. Any policies or contracts of re-insurance or indemnity;
  - 2.3.7. Any recoveries;
  - 2.3.8. Any other source.
- 2.4. The Fund shall be held in trust for the benefit of the Members of the Scheme by Trustee Company upon the trusts and for the objects contained in this deed and shall be managed, administered and applied by Trustee Company in accordance with the powers contained in this deed, in order to attain those objects.
- 2.5. LGIC hereby declares that it holds the Shares on trust for the benefit of the Members in accordance with the terms of this deed and the other Scheme Documents for the objects and purposes of the Scheme.
- 2.6. Trustee Company is 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 assets and property from the Fund, from time to time vested in Trustee Company.

### 3. Purposes and Objects

- 3.1. LGIC and Trustee Company declare that their purposes in entering into this deed and the objects of the Scheme are:
  - 3.1.1. To establish and maintain an Annual Fund for each Fund Year during the term of the Scheme for the benefit of the Members to meet the costs of establishing and running the Scheme and, subject to the terms of this deed and the other Scheme Documents and the Guidelines, to pay the Civil Liabilities of the Members arising from the Risks covered by the Scheme and specified in the Scheme Documents with the intention that Members' needs for insurance cover and insurance expenses are reduced for the benefit of residents and ratepayers;
  - 3.1.2. To provide Pooled Cover in respect of Risks as may be determined from time to time by the Board;
  - 3.1.3. To manage and settle or pay Claims made against Members;
  - 3.1.4. To develop programmes for the management of the risk of loss arising out of Civil Liability of the Members;
  - 3.1.5. To reduce the amount and frequency of losses to the Members arising out of Civil Liability;
  - 3.1.6. To purchase such Indemnity Cover or re-insurance in respect of such Risks as may be determined from time to time by the Board;
  - 3.1.7. To undertake such other functions in relation to the management of Civil Liability as the Board may from time to time require having regard to the interests of the Members, including making grants from the Fund to a Member or any other person or body approved by the Board;
  - 3.1.8. To investigate and if deemed appropriate by the Board, establish other Funds to cater for the insurance needs of Local Authorities and other local government organisations;
  - 3.1.9. To work with Members to ensure that proper systems are developed to promote the efficient and safe fulfilment of each Member's functions to provide to the Community as a whole;
  - 3.1.10. To do all other things as may be necessary or desirable to further the above objects in the interests of the Members of the Scheme.
- 3.2. The parties agree that they will co-operate to the fullest extent with each other in the implementation of the purposes stated in clause 3-1 and act in accordance with the provisions and spirit and intent of this deed.
- 3.3. LGIC shall be entitled to be paid an administration fee to be determined from time to time by the Board for the performance of its functions and duties under this deed as Fund Manager and for the provision of any other services to Trustee Company.

#### 4. The Fund

- 4.1. Trustee Company shall establish and maintain a Fund in the amount recommended by the Board and shall at the commencement of each Fund Year during the term of the Scheme on the advice of the Board invite the Members of the Scheme to contribute to the Fund at such levels as are determined pursuant to clause 6.6 to meet:
  - 4.1.1. such Underlying Claims as may be made against any one or more of the Members during that Fund Year in respect of Risks to the extent of the Pooled Cover.
  - 4.1.2. the premium payable to an appropriate indemnity insurer or insurers to provide Indemnity Cover for the Members during that Fund Year.
  - 4.1.3. the operating expenses of the Scheme for that year.
  - 4.1.4. the grants or allocations to be made pursuant to clauses 3.1.7 or 3.1.8 (if any).
  - 4.1.5. any other amount determined by the Board to be required for the continuation of the Scheme.
- 4.2. Each Underlying Claim made upon any of the Members during a Fund Year in respect of Risks may at the discretion of the Board be met:
  - 4.2.1. to the extent that the Underlying Claim does not exceed the amount of the Pooled Cover of the Annual Fund for that Fund Year from that Annual Fund;
  - 4.2.2. to the extent that the Underlying Claim exceeds the amount of the Pooled Cover but does not exceed the amount of the Indemnity Cover for that Fund Year
    - (i) to the amount of the Pooled Cover, from the relevant Annual Fund for that Fund Year;
    - (ii) thereafter from Indemnity Cover for that Fund Year to the extent of that Cover;
  - 4.2.3. To the extent that the Underlying Claim exceeds the amount of the Pooled Cover and the Indemnity Cover for that Fund Year;
    - (i) to the amount of the Pooled Cover, from the relevant Annual Fund for that Fund Year;
    - (ii) to the amount of the Indemnity Cover for that Fund Year, to the extent of that cover;
    - (iii) the balance by the Fund from surpluses from previous Fund Years and from Additional Contributions from Members;

(iv) to the limit of any guarantee provided by LGIC, by LGIC.

- 4.3. The Members shall be invited to Contribute to the Fund in the proportions to be determined annually by the Board. The Contributions by Members for each Fund Year shall be held and accounted for as a separate Annual Fund for that Fund Year.
- 4.4. Trustee Company shall administer the Fund with the intent that upon the settlement of all Claims made in respect of occurrences or events arising during the relevant Fund Year;
  - 4.4.1. any surplus or anticipated surplus remaining in the Annual Fund ~~attributable to~~for that Fund Year shall be allocated at the absolute direction of the Board towards liabilities of the Fund for any later Fund Year; and
  - 4.4.2. any deficiency in the Annual Fund for that Fund Year shall be met by Additional Contributions by each Member in the proportion in which Contributions were made to the Annual Fund for that Fund Year.

## 5. Board of Trustee Company

- 5.1. LGIC shall, following consultation with the Board, appoint persons (not exceeding a maximum of six at any one time) as directors for a term not exceeding three years and one month, and may following consultation with the Board at any time remove, with or without a replacement, any director.
- 5.2. Unless otherwise expressly provided in this deed or the Constitution, questions arising at any meeting of the Board shall be decided by a simple majority of the votes of those directors present and voting.
- 5.3. The quorum necessary for the transaction of business at meetings of the Board shall be the majority of the Directors. A director is to be counted for quorum purposes whether entitled to vote or not.
- 5.4. Subject to the provisions of this deed and any applicable law, LGIC shall determine, from time to time, what (if any) directors fees, other valuable consideration or other benefit shall be paid or given by Trustee Company out of the Fund to any director in respect of that person's performance of duties as a member of the Board.
- 5.5. No director may hold office for more than twelve years, whether continuously or in aggregate over several periods.

## 6. Duties of the Board Trustee Company

- 6.1. The Board Trustee Company shall be responsible to LGIC as shareholder (as trustee for the Members). Notwithstanding anything to the contrary in the Constitution, the duties of the Board Trustee Company shall include:
  - 6.1.1. Implementing and achieving the purposes and objects of the Scheme;

- 6.1.2. Considering all Claims made against the Fund and determining whether or not the [Board's Trustee Company's](#) discretion should be exercised to meet the Claim for the Member from the Pooled Cover;
  - 6.1.3. Ensuring the Scheme is and remains financially viable and solvent within the "solvency tests" laid down by the Act and generally at law;
  - 6.1.4. Conduct its business in accordance with this deed and other Scheme Documents, and otherwise in such manner as is resolved by the Board from time to time;
  - 6.1.5. Promulgating and amending the Scheme Rules and the Guidelines from time to time.
- 6.2. The [Board Trustee Company](#) shall regard the purposes and objects of this deed and the Scheme as being of paramount importance in decisions made and policies adopted by it in relation to the Scheme and shall adopt and use such management and other techniques as will ensure that those main objectives are achieved.
  - 6.3. The Trustee Company being a wholly-owned subsidiary of LGIC (as trustee for the Members), any director may act in a manner which he or she believes is in the best interests of LGIC (as trustee for the Members) and the Members, notwithstanding that it may not be in the best interests of the Trustee Company.
  - 6.4. A director who is an officer, employee, nominee or representative of a Member shall only be disqualified from voting on any matter that affects that Member if it affects the Member directly and in a materially different way from which it affects other Members or there are personal reasons why that director has a conflict of interest.
  - 6.5. The [Board Trustee Company](#) shall from time to time appoint the Scheme Solicitor for such tenure and upon such terms as it shall in its sole discretion decide, but such appointment shall be formally reviewed by the [Board Trustee Company](#) at least every three years.
  - 6.6. The [Board Trustee Company](#) shall be responsible for the financial management of the Scheme to the extent that it shall:
    - 6.6.1. annually prepare the financial statements and, where considered necessary, report to the Members on any items arising from those statements;
    - 6.6.2. annually determine the Guidelines for the Risks to be provided for from the Fund for any Fund Year;
    - 6.6.3. annually determine the amount of Pooled Cover to be provided for the Members from the Fund for any Fund Year;
    - 6.6.4. annually determine the amount and nature of Indemnity Cover to be purchased for the Members from the Fund for any Fund Year and to determine the indemnity insurer or insurers for this purpose;

- 6.6.5. be responsible for the assessment of the Members to determine the proportion in which they are to contribute to the Fund in each year. Each Member shall be required to and shall provide to the [BoardTrustee Company](#) and to the Scheme Manager such information as the [BoardTrustee Company](#) or the Scheme Manager may require in relation to the history of Civil Liability Claims made against the Member, the Member's operating procedures or such other matters as may be directed in order to permit the [BoardTrustee Company](#) to carry out its obligations under this clause.
- 6.7. The [BoardTrustee Company](#) may from time to time establish, or disestablish, a Claims Committee. Any such Claims Committee shall have such membership, duties, functions and powers, and be subject to such procedures, as the Board may from time to time stipulate. Where a Claims Committee is disestablished, its duties, functions and powers shall revert to the [BoardTrustee Company](#) (but without prejudice to the validity or effectiveness of any act or omission of the Claims Committee prior to its disestablishment), and any reference in this deed to the Claims Committee shall be read accordingly.
- 6.8. The [BoardTrustee Company](#) at its discretion may establish such other committees, to be constituted by such persons, as the Board may determine. ~~The~~[The Trustee Company, and the](#) Board may delegate such of its powers, duties and functions as it may determine to any committee or person.
- 6.9. The [BoardTrustee Company](#) at all times remains responsible for powers and duties delegated to any committee or person and must monitor, by means of reasonable methods properly used, the exercise of those powers and duties by the delegate.
- 6.10. The [BoardTrustee Company](#) shall consider regularly the reports of the Scheme Manager and the Claims Committee in relation to Claims and:
- 6.10.1. shall, on the recommendation of the Claims Committee and Scheme Manager, determine whether to accept or reject any Claim;
- 6.10.2. from time to time shall issue instructions to the Claims Committee and Scheme Manager regarding the processing of Claims
- 6.10.3. shall, on written request from a Member, reconsider any Claim that has been rejected.
- 6.11. [Intentionally Omitted]
- 6.12. Where it becomes apparent to the [BoardTrustee Company](#) that the Annual Fund for any Fund Year will be insufficient to meet Claims payable from that Annual Fund, the [BoardTrustee Company](#) may at any time require the payment by the Members of an Additional Contribution in the same proportions as the Contributions paid by each of the Members to that Annual Fund in order to ensure that all Claims upon that Annual Fund are able to be met.
- 6.13. In addition to the provisions of this clause the [BoardTrustee Company](#) may at any time resolve to apply by way of transfer or loan any actual or anticipated surplus

then remaining in any Annual Fund to any later Annual Fund, or to such purposes as ~~may~~the Trustee Company in its absolute discretion determines from time to time to be ~~considered~~ appropriate having regard to the purposes of the Scheme and this deed.

- 6.14. The ~~Board~~Trustee Company, in accordance with the provisions of this deed, may make payments and grants from the Fund for the benefit of the Members and to further the objectives of the Scheme as the ~~Board~~Trustee Company deems fit in its absolute discretion.

~~6.15.~~ The Trustee Company ~~Board~~ shall within 12 months from the commencement of the Scheme hold an annual meeting of Members to be convened no earlier than 30 days after the

~~6.16.~~6.15. mailing to Members of notice of such meeting. In each subsequent year in which the Scheme continues the Board shall in the same manner hold an annual meeting.

~~6.17.~~6.16. Any meeting of the Members shall be called and conducted as closely as is practicable in accordance with the Constitution and the Act as if it were a meeting of the shareholders of Trustee Company and as if the Members were shareholders of Trustee Company, and each meeting shall otherwise regulate its own proceedings, however at any such meeting:

~~6.17.1.~~6.16.1. a Member shall have one vote;

~~6.17.2.~~6.16.2. a Member may vote only in respect of matters arising in, from or relating to a Fund Year during which the Member was or is a Member of the Scheme; and

~~6.17.3.~~6.16.3. matters arising in, from or relating to different Fund years shall be considered and voted on separately.

## 7. [Intentionally Omitted]

## 8. Guidelines and Claims

8.1. The Trustee Company (acting through the Board) upon the recommendation of the Scheme Manager shall set at the commencement of each Fund Year Guidelines for the exercise of its discretion as to whether or not Claims by Members should be met out of the Pooled Cover.

8.2. The Trustee Company (acting through the Board) shall have absolute and unfettered discretion as to whether or not any Claim should be met out of the Pooled Cover and shall be influenced by but not bound by the Guidelines.

8.3. The Claims Committee may authorise the Scheme Manager to meet Claims out of the Pooled Cover where:

8.3.1. Those Claims do not exceed the Scheme Manager's Quantum and;

8.3.2. The Claim falls within the Guidelines and;

8.3.3. The Underlying Claim against the Member is one for which the Member is reasonably liable and would in all probability be held liable at law for the amount of the Claim.

8.4. Where the quantum of any Underlying Claim exceeds the Scheme Manager's Quantum the Claims Committee shall authorise the Scheme Manager in conjunction with the Scheme Solicitor to administer and deal with that Underlying Claim but any settlement of a claim shall be authorised by the Claims Committee.

## 9. Engagement of Scheme Manager

9.1. The ~~Trustee Company Board~~ shall appoint a person to be the Scheme Manager upon such conditions as to tenure and remuneration or otherwise as shall be determined by the ~~Trustee Company Board~~ in its sole discretion and agreed upon by the Scheme Manager, and the parties record that:

9.1.1. the first Scheme Manager appointed by the Trustee Company was ~~shall be~~ Jardine, which was appointed for a period of 5 years from commencement of the Scheme; and

~~9.1.9.1.2.~~ With effect from 30 June 2012, LGIC was appointed as Scheme Manager and, without interruption, has continued in that capacity from that date and remains the Scheme Manager as at the date of this deed.

9.2. The Scheme Manager's duties shall be determined by the ~~Trustee Company Board~~ from time to time and may include:

9.2.1. from time to time undertake an assessment of the Members or any of them and their activities to assist the Fund Manager in the determination of the proportion in which the Members are to contribute to the Fund in any year and upon the conclusion of any such investigation direct the Members or any of them as to the procedures to be adopted by them to prevent losses or to minimise Civil Liability.

9.2.2. under the supervision and direction of the Claims Committee and the ~~Board~~, the management of Claims made against each Member including:

- (a) the investigation and assessment of those Claims;
- (b) the preparation of regular reports to the Board on the progress of Claims and the preparation of recommendations as to the acceptance, rejection, settlement, litigation or other handling of the Claims;
- (c) the issue of instructions to the Scheme Solicitor for advice ~~min~~ respect of Claims and for assistance in the defence of Claims.

9.2.3. the provision of loss prevention and risk minimisation guidelines to members.

9.3. The Scheme Manager shall be available at all times to any member of the ~~Trustee Company, the~~ Board, or any member of the Claims Committee or any other

committee of the Board, or any of the Members of the Scheme, to answer any questions on the conduct of the Scheme's activities.

## 10. Fund Manager

- 10.1. LGIC shall be the Fund Manager upon such conditions as to remuneration or otherwise as shall be agreed by the Board and LGIC. In the event that LGIC becomes insolvent or ceases to trade then the Board shall appoint a new Fund Manager.
- 10.2. The Fund Manager's duties shall be determined by the Board from time to time and shall include:
  - 10.2.1. the keeping of the accounts of the Annual Fund for each Fund Year;
  - 10.2.2. the provision of administrative and secretarial services to Trustee Company and the Board including setting agendas and submitting reports;
  - 10.2.3. the preparation of advice and recommendations on the investment of any moneys of the Fund not immediately required and implementation of decisions of the Board;
  - 10.2.4. the preparation of regular reports to the Board in such form as the Board shall from time to time direct in respect of each Annual Fund as to:
    - (i) Claims outstanding;
    - (ii) The Scheme Manager's assessment of liability in respect of each outstanding Claim;
    - (iii) The ability of the Fund to meet the assessment of liability;
    - (iv) The assessment of further Additional Contributions required, if any;
    - (v) The investment of the moneys of the Fund not immediately required;
    - (vi) The allocation of surplus moneys in the Fund, if any;
  - 10.2.5. the preparation of the annual operating budget;
  - 10.2.6. the calculation of Contributions in conjunction with actuarial advice and advice from the Scheme Manager;
  - 10.2.7. the recommendation of the level of Pooled Cover to be provided in any Fund Year;
  - 10.2.8. the recommendation of the level of Indemnity Cover to be provided in any Fund Year.
- 10.3. The Fund Manager shall be available at all times to any member of the Board or any member of the Claims Committee or any other committee of the Board or any Member of the Scheme to answer questions on the management of the Fund.

- 10.4. The Fund Manager shall negotiate Indemnity Cover as requested by the Board and satisfying any specific requirements of LGIC while LGIC's Deed of Guarantee is operative or while there are outstanding amounts due to LGIC under any Deed of Guarantee.

## 11. Contributions to Scheme

- 11.1. Each Member, as a condition of membership of the Scheme for that Fund Year, shall pay the initial Contribution determined by the Board for that Member for that Fund Year.
- 11.2. The Contributions determined for any Member in respect of any Fund Year, shall be determined having regard to the advice from the Claims Committee, the Fund Manager and the Scheme Manager and such matters as the Board considers relevant to the Scheme Member's level of risk and may include, without limitation:
- 11.2.1. the Member's revenue base;
  - 11.2.2. the geographical location of the Member's territory;
  - 11.2.3. the population of the Member's territory;
  - 11.2.4. the Member's Civil Liability claims history (both during and prior to its membership of the Scheme);
  - 11.2.5. any matter relating to the nature of the Member's territory or its operations which create increased or reduced risks of Civil Liability;
  - 11.2.6. any matters relevant to the Scheme Member's risk management practices that are known to the Board;
  - 11.2.7. any other matters the Board considers relevant, having regard to the purposes and objects of the Scheme.
- 11.3. If during a Fund Year it becomes apparent to the Board that as a result of unexpected or exceptional circumstances the Fund for that Fund Year will be insufficient to meet Claims payable from the Fund, the Board may determine an Additional Contribution payable by each Member for the Fund Year (which will be in the same proportion to the Additional Contributions of all other Members as the initial Contribution paid by the Member for that Fund Year bears to the initial Contributions of all Members for that Fund Year).
- 11.4. All Contributions (including any Additional Contribution under sub-clause 11.3) must be paid within twenty days of the date of the contribution notice given to the Member by the Board, the Scheme Manager or the Fund Manager (or such longer period as stated in the notice or determined by the Board).
- 11.5. Without affecting any other Rule, if the amount of any Contribution (including any Additional Contribution under sub-clause **Error! Reference source not found.**) is not paid by the due date:

- 11.5.1. interest may, if the Board so determines, accrue calculated daily, on daily balances (and compounding semi-annually) at the Bank of New Zealand Indicator Rate from the due date to the date of actual payment;
- 11.5.2. an unpaid Contribution (and interest) constitutes a debt payable by the relevant Member to the Scheme and Trustee Company may bring proceedings for the recovery of that debt in its name on behalf of the Scheme.

## **12. Bank Account, Investment and Borrowing Powers**

- 12.1. Trustee Company shall open a bank account for the Fund with a registered Bank determined by the Board.
- 12.2. The name of the bank account and the persons authorised as signatories to operate the bank account shall be determined by the Board.
- 12.3. The parties agree that the Trustee Company may invest moneys received in respect of the Fund and not immediately required to meet the liabilities of the Fund;
  - 12.3.1. with any registered Bank;
  - 12.3.2. in any security or investment authorised by the Trustee Act; or
  - 12.3.3. in any security or investment authorised by the Local Government Act 1974 or prescribed pursuant to and for the purposes of that Act; or
  - 12.3.4. with the Trustee of any other Trust Fund established for the benefit of Local Authorities or other local government organisations.
- 12.4. The parties agree that for any of the purposes of this deed Trustee Company may borrow moneys and for that purpose secure the repayment of its borrowings by granting security over the assets of the Scheme and the Fund.
- 12.5. All Contributions and other moneys received by Trustee Company shall be deposited to the credit of the Fund and shall be applied at its discretion as follows:
  - 12.5.1. in payment of any establishment costs for the Scheme;
  - 12.5.2. in payment of all administrative and operating costs associated with the Scheme;
  - 12.5.3. in payment of fees due to the Scheme Manager and the Fund Manager;
  - 12.5.4. in payment of all Claims accepted by the Board;
  - 12.5.5. by way of any grant or allocation approved under this deed; and
  - 12.5.6. generally in furtherance of the Scheme's objectives including a transfer, payment or loan in accordance with the Scheme Documents.

- 12.6. The parties agree that Trustee Company and the Board shall keep or cause to be kept all such accounting records for the Scheme and the Fund as fully and correctly explain the transactions and financial position of the Scheme and the Fund.

### ~~13. Recourse to Scheme Assets Only~~

### 13. Limitation of liability and indemnity

13.1. For The liability of the payment of Trustee Company for any Claim against the Scheme loss, claim, or other liability arising out of or connected with the performance of its obligations under this Deed (including, but not limited to, loss or liability of, or claims against, the Scheme, or in respect of the performance of any obligation of the Trustee Company or the Scheme under this deed, resort may), is limited to, and can only be had solely to recovered to the extent of, the right of indemnity (conferred under clause 13.3) of the Trustee Company from the Fund and other assets and property of the Scheme and no, provided however that this limitation does not apply to the extent that the Trustee Company's right of indemnity is impaired as a direct result of the Trustee Company's dishonesty or wilful default.

~~13.1.~~13.2. No claim may be made or endorsed by a Member against:

~~13.1.1.~~13.2.1. any ~~Member of~~ director, officer, or employee of the Trustee Company, or the Board;

~~13.1.2.~~13.2.2. the Scheme Manager or the Fund Manager in any capacity other than as Scheme Manager or Fund Manager of the Scheme;

~~13.1.3.~~13.2.3. except to the extent of LGIC's indemnity to Trustee Company, LGIC; or

~~13.1.4.~~13.2.4. any other Member.

~~13.2.~~13.3. The Trustee Company, the Board and every member of the Board are, to the fullest extent permissible at law, unconditionally and irrevocably indemnified out of the Fund and other assets and property of the Scheme:

13.3.1. in respect of all liabilities, losses, costs and expenses incurred by the Trustee Company, the Board or a member of the Board; and

13.3.2. against all actions, proceedings, claims, demands, costs, expenses, losses or liabilities in respect of any matter or thing done or omitted by the Trustee Company the Board or a member of the Board,

in each case:

13.3.3. in connection with administering this Deed and the Scheme;

13.3.4. when exercising their powers, authorities and discretions under this deed and the Scheme;

13.3.5. in relation to any matter or thing done, or omitted to be done, in any way in relation to this Deed and the Scheme; and

13.3.6. even where the liability, loss, cost or expense or the action, proceedings, claims, demands, costs, expenses, losses or liabilities (as the case may be) arise from a failure or alleged failure by the Trustee Company, the Board or a member of the Board to comply with the terms of this deed, or the terms of the Scheme or any duty, limitation or restriction howsoever arising (including, by way of example, at common law, in equity, under statute or contract).

except for any liability arising in respect of any dishonesty or wilful default of the Trustee Company or the Board, or a member of the Board. Where the exception applies it only applies to deprive the person whose conduct amounts to dishonesty or wilful default of the benefit of the indemnities and no other person.

## **14. Order of Priority of Scheme Documents**

14.1. The Scheme Documents shall be construed in the following order of priority:

14.1.1. this deed, which shall be paramount; then

14.1.2. the Scheme Rules; then

14.1.3. the Constitution; and then

14.1.4. the Deed of Participation and the Guidelines for each Member.

## **15. Surplus on Liquidation of Scheme**

15.1. Upon the winding up of the Scheme (including the liquidation of Trustee Company) the assets, if any, remaining after payment of the debts and liabilities of the Scheme and the costs of winding up (“the surplus assets”) shall be distributed among the then Members of the Scheme in proportion to their Contributions to the Scheme over the Fund Year in which the winding up commenced and the previous four Fund Years, provided however that Members whose Contributions are not fully paid up at the commencement of the winding up shall receive only a proportionate share of their entitlement being the amount which is in proportion to the amount of their Contributions paid up. In calculating a Member’s Contributions for the purposes of this clause the amount of the Contribution shall be reduced by the amount of any Claim or Claims paid or payable pursuant to the Scheme.

## **16. Deed of Participation**

16.1. Each Member, as a condition of membership of the Scheme, shall be required to execute under seal and deliver to Trustee Company a Deed of Participation in the form annexed as Schedule 1, as may be varied or substituted by the Board from time to time, whereby the Member covenants and agrees, for the benefit of Trustee Company and LGIC, to be bound and to observe and perform all the terms of this deed and the other Scheme Documents as if the Member was a party to this Deed and the other Scheme Documents.

16.2. Members shall provide the Scheme Manager with all information as is necessary to give effect to the Scheme and in particular will:

- 16.2.1. Disclose all material facts to the Scheme Manager as if the Member was an insured and the Scheme Manager was an agent for an insurer and;
- 16.2.2. Conduct itself in its dealings with the Scheme in the same manner as if it was an insured under a policy of insurance with the Scheme and in particular act in good faith towards the Scheme.
- 16.2.3. Immediately advise the Scheme Manager of any Underlying Claim and co-operate with the Scheme Manager and Scheme Solicitor in dealing with Underlying Claims

## **17. Variations**

- 17.1. LGIC and Trustee Company may make any variation or addition to this deed if it is consented to in writing by not less than 90% in number of Members, and any such variation or addition shall be binding on all Members.

EXECUTED AS A DEED

**EXECUTED** by **NEW ZEALAND  
LOCAL GOVERNMENT  
INSURANCE CORPORATION  
LIMITED** by two of its directors:

---

Director (signature)

---

Director (signature)

---

Name (Please Print)

---

Name (Please Print)

**EXECUTED** by **LOCAL  
GOVERNMENT MUTUAL FUNDS  
TRUSTEE COMPANY LIMITED** by  
two of its directors:

---

Director (signature)

---

Director (signature)

---

Name (Please Print)

---

Name (Please Print)

## SCHEDULE 1

**DEED OF PARTICIPATION**

---

(Name of Member)

HEREBY DECLARES covenants and agrees for the benefit of Local Government Mutual Funds Trustee Company Limited and New Zealand Local Government Insurance Corporation Limited to be bound by and observe and perform all of the terms of the Deed of Trust establishing the New Zealand Mutual Liability Riskpool and the Scheme Documents referred to in that Deed of Trust as if it was a party to those documents (as amended from time to time).

**SIGNED BY**

---

as the duly authorised agent of the  
Member in the presence of:

---

(Signature of duly authorised Agent)

---

(Signature of Witness)

---

(Name of Witness)

---

(Address of Witness)

---

(Date)

Document ID: 915224

**Report To: Council**

**Meeting Date:** 9 October 2025

**Subject:** **Motion to Exclude the Public**

**Type:** Decision Required

**Author(s):** Michelle Higgie  
Manager – Governance Support

**1. Purpose of Report**

- 1.1. The purpose of this business paper is to enable Council to consider whether or not the public should be excluded from the consideration of Council business.

Note: It is Council's choice whether to consider any of the business listed below in the public or public excluded portion of the meeting.

**2. Suggested Resolutions**

- 2.1 The following are suggested resolutions only and do not represent Council policy until such time as they are adopted by formal resolution.

- 1 The public be excluded from the following part of the proceedings of this meeting.
- 2 The general subject of each matter to be considered while the public is excluded and the reason for passing this resolution in relation to each matter, as specified by Section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

General Subject	Reason for passing this resolution	Section 48(1) grounds for the passing of this resolution
1. Waitomo District Council Proposed District Plan	Section 7(2) (g) To maintain legal professional privilege.	Section 48(1) (d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.
2. Proposed Lease of Recreation Reserve Land	Section 7(2) (i) To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1) (d) that the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.

General Subject	Reason for passing this resolution	Section 48(1) grounds for the passing of this resolution
3. Inframax Construction Ltd: Financial Statements for the year ended 30 June 2025	<p>Section 7(2)</p> <p>(c) To protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information —</p> <p>(i) would be likely to prejudice the supply of similar information, or information from the same source, and it is in the public interest that such information should continue to be supplied;</p>	<p>Section 48(1)</p> <p>(d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.</p>
4. Valuation of Investment in Inframax Construction Ltd at 30 June 2025	<p>Section 7(2)</p> <p>(c) To protect information which is subject to an obligation of confidence or which any person has been or could be compelled to provide under the authority of any enactment, where the making available of the information —</p> <p>(i) would be likely to prejudice the supply of similar information, or information from the same source, and it is in the public interest that such information should continue to be supplied;</p>	<p>Section 48(1)</p> <p>(d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.</p>
5. Proposed Sale of Property – Te Kuiti	<p>Section 7(2)</p> <p>(i) To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	<p>Section 48(1)</p> <p>(d) that the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.</p>
6. Update - Performance of Recently Installed Three Waters Infrastructure	<p>Section 7(2)</p> <p>(g) To maintain legal professional privilege.</p> <p><u>and</u></p> <p>(i) To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	<p>Section 48(1)</p> <p>(d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.</p>

General Subject	Reason for passing this resolution	Section 48(1) grounds for the passing of this resolution
7. Awarding of Waste Services Contract (Contract No. 500/25/023)	Section 7(2) (i) To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	Section 48(1) (d) that the exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.
8. Chief Executive's Annual Performance Review – Setting of Remuneration for 2025/2026	Section 7(2) (a) To protect the privacy of natural persons, including that of deceased natural persons	Section 48(1) (d) The exclusion of the public from the whole or the relevant part of the proceedings of the meeting is necessary to enable the local authority to deliberate in private on its decision or recommendation in any proceedings to which this paragraph applies.

- 3 Council agree the following staff, having relevant knowledge to assist in the consideration of the items of business to be public excluded, remain in attendance to assist the Council with its decision making:

Staff Member	Reason for Remaining in Attendance
Chief Executive	Chief Executive
Manager – Governance Support	Committee Secretary
General Manager – Strategy and Environment	Portfolio Holder
Chief Financial Officer	Portfolio Holder
General Manager – Infrastructure Services	Portfolio Holder
Manager Three Waters	Portfolio Holder
Property and Facilities Manager	Portfolio Holder

- 4 This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole, or relevant part, of the proceedings of the meeting in the public.

### 3. Commentary

- 3.1 Section 48 of the Local Government Official Information and Meetings Act 1987 gives Council the right, by resolution, to exclude the public from the whole or any part of the proceedings of any meeting, only on one or more of the grounds contained within that Section.