

Mayor and Councillors  
**THE COUNCIL**

28 JUNE 2012

Meeting Status: **Public**

Purpose of Report: For Decision

## **NOMINATION OF TRUSTEE TO THE CLEAN TECHNOLOGY TRUST**

### **PURPOSE OF REPORT**

- 1 The purpose of this report is to seek approval for the appointment of a Trustee to the Clean Technology Trust.

### **SIGNIFICANCE OF DECISION**

- 2 This report does not trigger the Council's significance policy.

### **BACKGROUND**

- 3 On 7 June 2012 the Council confirmed the inclusion of the \$1.5 million loan to support the development of the Clean Technology Park in the 2012 Long Term Plan (Report SP-12-535 refers). This decision will be formally adopted by the Council in the Long Term Plan on 28 June 2012. The provision of this funding now enables the Clean Technology Trust to be formally established.
- 4 The Declaration of Trust establishing the Clean Technology Trust reserves a trustee position for Council (see Appendix 1 for the draft Declaration – Clause 8.4 refers).
- 5 Report SP-12-535 noted that a report would be brought back to Council on 28 June 2012 for the appointment of a trustee by Council to the Clean Technology Trust.

### **CONSIDERATIONS**

#### **Nominating a Council Trustee**

- 6 The Trust comes under the definition of 'Council organisation' which means that the Council's Policy on the Appointment of Directors of Council Organisations 2010-2013 applies. Council approved the Policy on the Appointment of Directors of Council Organisations on 11 November 2010 (Appendix 1 of report CCI-10-1033 refers).
- 7 Council organisations are defined as organisations in which one or more local authorities control any proportion of the voting rights or rights to appoint directors. This definition is very wide and draws in many quite small community organisations.

## Policy on the Appointment of Directors of Council Organisations 2010-2013

- 8 The Policy specifies that the Council will ensure that “any person that it appoints to be a director of a council organisation will have the knowledge, skills and experience relevant to the activities of the organisation and be familiar with Council policy, programmes and activities relevant to the organisation. For appointments to organisations with an annual turnover of \$500,000 or greater particular attention will be given to these criteria with a particular emphasis on skills and experience”.
- 9 In the case of this Trust, knowledge, skills and experience would ideally be in the areas of governance, economic development and financial accountability.
- 10 Appointments are generally made by the Council at the beginning of the triennium although vacancies and new council organisations may be considered during the triennium.

### Financial Considerations

- 11 The Council does not remunerate the directors it appoints to council organisations. The remuneration of the directors by a council organisation is a matter for the organisation concerned. The Clean Technology Trust will not provide remuneration.

### Legal Considerations

- 12 The appointment of a trustee is in accordance with the Council decision discussed above. There are no other legal considerations associated with this decision.

### Delegation

- 13 The Council has the authority to make this decision.

### Consultation

- 14 Consultation related to the Clean Technology Park and Trust was carried out as part of the draft 2012 Long Term Plan consultation process.

### Policy Implications

- 15 Support for the Trust is consistent with the draft Strategy for Supporting Economic Development on the Kāpiti Coast. The Draft Strategy will be reported to the 19 July ECD meeting for adoption by Council.

### Tāngata Whenua Considerations

- 16 There are no issues at this stage.

### Publicity Considerations

- 17 A full suite of publicity activities will be undertaken as soon as the Trust is formally established.

## RECOMMENDATIONS

18 That the Council appoints \_\_\_\_\_ as trustee to the Clean Technology Trust.

**Report prepared by:**

**Approved for submission by:**

Philippa Richardson

Gael Ferguson

**Strategic Projects Manager**

**Group Manager Strategy &  
Partnerships**

## ATTACHMENTS:

Appendix 1: Draft Declaration of Trust Establishing The Clean Technology Trust

Appendix 2: Policy on the Appointment of Directors of Council Organisations 2010-2013

**Declaration of Trust  
Establishing The Clean  
Technology Trust**

[ ]

[ ]  
as Trustees

**Date**

**Nowland Gordon & Associates**  
Barristers & Solicitors  
PO Box 170  
Wellington  
New Zealand  
Tel: 64 4 499 5171 Fax: 64 4 499 5181

**DECLARATION OF TRUST** dated the \_\_\_\_\_ day of \_\_\_\_\_ 2012

**PARTIES** [ \_\_\_\_\_ ]  
 (“Trustees”)

### **INTRODUCTION**

- A. The Trustees wish to establish a charitable trust for the purposes set out in this declaration (“**Trust**”) and for that purpose have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and governance.
- B. The Trustees have, to assist in the establishment of the Trust, made a gift of the sum of one hundred dollars (\$100.00) which has been paid into an account in the name of the Trust, to be held by the Trustees upon the trusts, and with and subject to the powers and discretions, set out in this Deed.
- C. It is anticipated that further money or property may from time to time be held or acquired by the Trustees for the purposes of the Trust.

### **THIS DEED WITNESSES**

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1** Definitions

In this Deed, unless the context otherwise required:

“**Authority**” means Kapiti Coast District Council and includes its successors.

“**Board**” means the board of Trustees constituted by this Deed and is made up of the Trustees for the time being of the Trust.

“**Centre**” means Property that is established for the purposes of furthering or advancing Clean Technology or any other Charitable Purpose and includes CTCP.

“**Charitable Purpose**” means every purpose which in accordance with the law of New Zealand is charitable.

“**Clause**” is, unless otherwise qualified, a reference to a clause of this Deed.

“**Clean Technology**” means products, services and methodologies that improve, or have the potential to improve performance, productivity or efficiency while reducing costs, raw materials, energy consumption and waste or any one or more of those things.

“**CTCP**” means the land and buildings and other property situate at Miro Street, Riverbank Road, Otaki, New Zealand, that operates or intends to operate as a centre to advance the use and application of Clean

Technology, and includes any other land, buildings, extensions or additions that may be designated as part of the CTCP by the Trustees.

**“Deed”** means this deed and includes any variation or other amendment to this deed.

**“Property”** means any real or personal property of any kind or nature and includes any right or interest therein.

**“Registered Proprietor”** means the person or persons registered as the proprietor or proprietors of the fee simple estate and interest in the CTCP.

**“Trust”** means the trust established by this Deed.

**“Trustees”** means the Trustees for the time being of the Trust, whether original, additional or substituted.

**“Trust Fund”** means the sum of \$100.00 referred to in the introduction to this Deed, the Property from time to time representing that sum, any further Property which may in the future be acquired by the Trustees from any source whatever for the purposes of the Trust, the moneys and investments from time to time representing such property, and, unless inconsistent with the context, the income received from such property.

## 1.2 **Interpretation:**

In this Deed:

- (a) except as otherwise expressly provided by this Deed, the powers or discretions as to the administration of the Trust or as to the distribution of the income and the capital of the Trust Fund vested in the Trustees by any clause shall not in any way be limited or restricted by the interpretation of any other clause;
- (b) unless the context otherwise requires:
  - (i) words importing the singular include the plural and vice versa;
  - (ii) words importing one gender include the other genders;
  - (iii) words denoting natural persons include companies, firms, organisations or trustees and any state, government or government agency;
  - (iv) references to a statute shall be deemed to be references to that statute as from time to time amended or re-enacted or substituted;

- (c) headings have been inserted for guidance only and shall not be deemed to form part of the context of this Deed.

## 2. NAME OF TRUST

- 2.1 The trust created by this Deed shall be known as “**CLEAN TECHNOLOGY TRUST**” or such other name as the name as the Trustees may from time to time decide.

## 3. DECLARATION OF TRUST

- 3.1 The Trustees declare and acknowledge that the Trustees shall hold the Trust Fund upon the trusts, and with and subject to the powers and discretions, contained or implied in this Deed.

## 4. OFFICE

- 4.1 **Registered Office:** The registered office of the Trust shall be at Unit 2, 31-33 Riverbank Road, Otaki or such other place as the Trustees may decide.

## 5. POWERS AND DISCRETIONS OF TRUSTEES

- 5.1 **Powers:** To achieve the objects and purposes of the Trust the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person, and, subject always to the trusts imposed by this Deed, may deal with the Trust Fund as if the Trustees were the absolute owner of and beneficially entitled to the Trust Fund, and accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust or as the Board the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise and lend money with or without interest, and to give and to take securities and guarantees.
- 5.2 **Discretions:** Except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner, as the Trustees may decide.
- 5.3 **Incorporation:** The Trust may incorporate itself into a Trust Board under Part II of the Charitable Trusts Act 1957.

## 6. PURPOSES

- 6.1 **Purposes:** The Trustees shall hold the Trust Fund upon trust to pay or apply the income and the capital of the Trust Fund in such amounts, at such times, and subject to such terms and conditions, as the Trustees may decide for all or any of the following purposes, namely to:

- (a) Promote, foster and advance the education, training, development of, and use of, Clean Technology.
- (b) Benefit the community by developing, constructing and promoting facilities for the education of persons in the use or application of Clean Technology and for those persons, firms and entities using or wishing to use Clean Technology.
- (c) Benefit the community by creating the CTCP and establishing, maintaining, managing and/or developing research and development facilities and a technology resource at a Centre or Centres on the Kapiti Coast or at such other places as the Trustees may determine.
- (d) Promote, create and develop the commercialisation of and otherwise turn to account, Clean Technology.
- (e) Promote, create, establish and enter into joint ventures and public/private partnerships to advance any of the other purposes set out above.
- (f) Develop, promote and turn to account intellectual property involved in or relating to the use of Clean Technology.
- (g) Benefit or establish other charitable entities whose objects include all or any of the purposes referred to above.

## **7. APPLICATION OF TRUST FUND**

7.1 The Trustees may in any year:

- (a) use or apply, or decide not to use or apply, all or any of the income of the Trust Fund for all or any of the purposes of the Trust;
- (b) use or apply any capital of the Trust Fund for all or any of the purposes of the Trust without first using or applying the whole or any portion of the income of the Trust Fund for that year;
- (c) set aside reserves or accumulations for future use or application.

## **8. MEMBERSHIP OF THE BOARD**

8.1 **First Trustees:** The Trustees named in this Deed shall be the first Trustees of the Trust.

8.2 **Number of Trustees:** From 1 July 2012 or such later date as the first Trustees determine the number of Trustees shall not be less than three and not more than seven including the two Trustees entitled to be appointed under Clauses 8.3 and 8.4. Should a vacancy reduce the number of Trustees below three the vacancy shall be filled as soon as practicable in accordance with the terms of this Deed.

8.3 **Registered Proprietors Appointment:** The Registered Proprietor or a majority of the Registered Proprietors will have the right to appoint and to remove one Trustee of the Trust and to appoint another in his place. This right will expire on 30 June 2016 unless the Trustees resolve to extend that date by a period or periods.

8.4 **Authority's Appointment:** The Authority has the right to appoint and to remove one Trustee of the Trust and to appoint another in his place.

8.5 **Cessation of office of Trustees:**

A Trustee shall cease to hold office upon:

- (i) resigning as a Trustee by notice in writing; or
- (ii) being a natural person, becoming of unsound mind, becoming a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
- (iii) becoming insolvent or committing an act of bankruptcy; or
- (iv) being a natural person who dies; or
- (v) being a Trustee appointed under clauses 8.3 or 8.4 the appointment is terminated in accordance with those provisions.

8.7 **Resignation of Trustees:** A Trustee may resign by giving notice in writing to the Trust or to the Secretary of the Trust. Upon the receipt of such notice the Trustees so resigning shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Fund in the continuing or new Trustees, which acts and deeds shall be done and executed at the expense of the Trust Fund.

8.8 **Appointment of Trustees:** The power of appointment of new or additional Trustees, other than a Trustee appointed pursuant to Clauses 8.3 and 8.4, shall be vested in the Trustees and may be exercised by 75% or more of the Trustees resolving to appoint a person a Trustee.

8.9 **Removal of Trustees:** Notwithstanding anything contained or implied in this Deed, a Trustee, other than a Trustee appointed pursuant to Clauses 8.3 and 8.4, may at any time be removed as a Trustee by a resolution of 75% of the other Trustees.

8.10 **Advisory Trustees:** Advisory Trustees as provided by the Trustees Act 1957 may be appointed and removed from time to time.

## 9. MANAGEMENT OF THE TRUST

9.1 **General:**

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust.
- (c) Any individual, whether or not a Trustee, may be appointed as an officer or employee of the Trust.

9.2 **Meetings:** The following provisions shall apply to meetings of the Trustees:

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide but not less frequently than twice in each year. The Trustees may invite to such meeting such other person or persons as the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- (c) In the event of an equality of votes the Chairman shall have a second or casting vote.
- (d) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or by email shall be deemed to have been duly signed by that Trustee.
- (e) The Trustees shall be given five days' notice of a meeting of the Trustees by the Secretary. Such notice may be given by post, facsimile or email. If given by post it shall be deemed to be delivered two days after posting and if by facsimile or by email it shall be deemed to be delivered on the day it is transmitted or sent. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted. Nothing in this clause prevents a meeting being called and held on shorter notice if all Trustees agree.
- (f) The quorum for a meeting of Trustees shall be a majority of the Trustees then holding office.
- (g) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication such as Skype ("telephone") shall constitute a meeting of the Trustees and the provisions of this Clause 9.2 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
  - (i) All Trustees for the time being entitled to receive a notice of a meeting of Trustees shall be entitled to notice of such a meeting by telephone and to be linked by telephone for the purposes of the meeting;
  - (ii) Each of the Trustees taking part in the meeting by telephone must be able to hear each of the other Trustees taking part during the whole of the meeting;
  - (iii) At the commencement and conclusion of such meeting each Trustee must acknowledge the presence of that Trustee for the purpose of a meeting of the Trustees being held;
  - (iv) A Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairman of the meeting to do so;
  - (v) A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times

during the meeting by telephone unless that Trustee has previously obtained the express consent of the Chairman to withdraw from such a meeting.

A minute of the proceedings of any such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairman of the meeting.

- 9.3 **Chairman and Deputy Chairman:** The Trustees shall
- (a) Elect one Trustee to act as Chairman, either from year to year, or for such period as the Trustees may decide; and
  - (b) The Trustees may also elect one Trustee to act as Deputy Chairman either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairman the Deputy Chairman shall have and may exercise all the powers of, and shall perform all the duties, of the Chairman.
- 9.4 **Secretary:** The Trustees shall appoint a Secretary who may be honorary, or may be a full-time or part-time employee of the Trust.
- 9.5 **Minutes:** Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary of the Trust and shall be signed by the Chairman of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded.
- 9.6 **Delegation of powers:**
- (a) The Trustees may delegate to any person or committee, whether or not a Trustee or Trustees, such of the powers of the Trustees as the Trustees may decide;
  - (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;
  - (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time;
  - (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide;
  - (e) The Trustees may, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised.
- 9.7 **Bank Account:** The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be

signed or endorsed, as the case may be, by such person or persons as the Trustees may decide.

- 9.8 **Accounts and audit:** The Trustees shall cause true accounts for each financial year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust will be audited by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees.

## 10. ANNUAL GENERAL MEETING

- 10.1 **Time and Place of Meeting:** The annual general meeting of the Trust shall be held each year at such place, date and time as the Board shall determine.

- 10.2 **Business of Meeting:** The annual general meeting shall carry out the following business:

- (a) receive the minutes of the previous annual general meeting and of any other special general meeting held since the last annual general meeting; and
- (b) receive the Trust's statement of accounts for the preceding financial year and an estimate of income and expenditure for the current year including consideration of a draft annual plan; and
- (c) receive a report from the Chairperson; and
- (d) elect a Chairperson for the ensuing year; and
- (e) consider and decide any other matter which may properly be brought before the meeting.

## 11. LIABILITY AND INDEMNITY OF TRUSTEES

- 11.1 **Liability of Trustees:** No Trustee shall be liable for any loss to the Trust Fund not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustees.

- 11.2 **Indemnity of Trustees:** Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising from or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

## 12. INTERESTED TRUSTEES

- 12.1 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take any part whatever in any deliberations of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust.

**13. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS**

13.1 **No private pecuniary profit:** No private pecuniary profit may be made by any person directly from the Trust, except that:

- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a Trustees or not) in return for services actually rendered to the Trust;
- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust; and
- (e) any Trustee or any company, other entity or trust in which the Trustee has an interest may enter into contracts with the Trust for the supply of property, goods or services to the Trust.

**14. ALLOCATION OF RECEIPTS**

14.1 **Allocation of payments between capital and income:** If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause.

14.2 **No apportionment in respect of date of payment:** There shall be no apportionment as between capital and income of the Trust Fund of rents, interest, dividends, or other periodic payments for the period current to the date of commencement of the Trust or for any other period current at the date upon which any interest created under the terms of this Deed commences or determines.

**15. APPOINTMENT AND REMOVAL OF CUSTODIAN TRUSTEES**

15.1 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian Trustees of the Trust Fund, or any part of the Trust Fund, upon such terms as the Trustees may decide, or otherwise to act pursuant to the provisions of Section 50 of the Trustees Act 1956, and the Trustees may at any time by deed revoke any such appointment.

**16. DISPOSITION OF SURPLUS ASSETS**

16.1 On the winding-up of the Trust or on its dissolution by the Registrar all surplus assets of the Trust Fund then remaining upon trust for such charitable objects as the Trustees shall by deed have determined or in the absence of any determination shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 for a Charitable Purpose.

**17. ALTERATION OF TERMS OF DEED**

17.1 The Trustees may revoke, vary, or add to any of the provisions of this Deed, provided such revocation, variation, or addition is not inconsistent with the charitable purposes of the Trust. Such revocation, variation or addition shall be made only by unanimous resolution of Trustees and shall not detract from the charitable nature of the Trust or result in a distribution of its assets on winding up or dissolution for any purpose that is not for a Charitable Purpose.

**EXECUTION**

**SIGNED** by [ \_\_\_\_\_ ]

in the presence of:

\_\_\_\_\_ [ \_\_\_\_\_ ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**SIGNED** by [ \_\_\_\_\_ ]

in the presence of:

\_\_\_\_\_ [ \_\_\_\_\_ ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**SIGNED** by [ \_\_\_\_\_ ]  
in the presence of:

\_\_\_\_\_ [ \_\_\_\_\_ ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**SIGNED** by [ \_\_\_\_\_ ]  
in the presence of:

\_\_\_\_\_ [ \_\_\_\_\_ ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**SIGNED** by [ \_\_\_\_\_ ]  
in the presence of:

\_\_\_\_\_ [ \_\_\_\_\_ ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**SIGNED** by [ \_\_\_\_\_ ]  
in the presence of:

\_\_\_\_\_ [ \_\_\_\_\_ ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_

Address

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Occupation

### **Policy on the Appointment of Directors of Council Organisations 2010-2013**

The Council will use the following criteria for considering whether or not it should appoint a director or directors to any organisation:

- a) Does the organisation allocate significant Council funding within the community?
- b) Does the organisation coordinate the activity of particular sectors or groups within the community in an area that is significant to the achievement of Councils own goals or Community Outcomes?
- c) Does the organisation have a relevance to the future social, environmental, economic and cultural wellbeing of the District?
- d) Are there any other ways or initiatives that the Council might take to coordinate or establish organisations that advance the Councils strategic goals and Community Outcomes?

#### **Skills & Experience Required**

The Council will ensure that any person that it appoints to be a director of a council organisation will have the knowledge, skills and experience relevant to the activities of the organisation and be familiar with Council policy, programmes and activities relevant to the organisation. For appointments to organisations with an annual turnover of \$500,000 or greater particular attention will be given to these criteria with a particular emphasis on skills and experience.

Appointments will generally be made by the Council at the beginning of the triennium although vacancies and new council organisations may be considered during the triennium. Any future appointments made by the Council will have regard to the criteria specified in this policy.

#### **Remuneration**

The Council does not remunerate the directors it appoints to council organisations and the remuneration of the directors by the council organisation is a matter for the organisation concerned.

These recommendations are based on practice over the last triennium and/or the special requirements of the organisation such as the dictates of its trust deed.