

Turakina Community Committee Meeting

Tabled Documents

13 June 2019

Item 13.1 **Bonny Glen Trust Document**

Item 13.2 **Turakina Town Signage**

Blair Jamieson

From: Blair Jamieson
Sent: Wednesday, 5 June 2019 8:45 AM
To: Alastair Campbell and Laurel Mauchline-Campbell
Subject: FW: Bonny Glen Landfill Community Trust
Attachments: Copy of Donations 2016 onwards.xlsx; Trust Deed.pdf

Morning Laurel,

As per your request on Bonny Glen, noting that Horizons are the primary consenting authority and manage the consent and associated compliance.

Would you like this email and attachments to be tabled for the committee meeting?

Ngā mihi

Blair Jamieson

Strategy & Community Planning Manager | Kaiwhakahaere Rautaki me te Hāpori
46 High Street, Private Bag 1102, Marton 4741 | www.rangitikei.govt.nz
P 06 327 0099 or 0800 422 522 | F 06 327 6970 | M 021 908 476

From: John Gleeson <John.Gleeson@horizons.govt.nz>
Sent: Tuesday, 4 June 2019 4:10 PM
To: Michael Hodder <Michael.Hodder@rangitikei.govt.nz>
Cc: Adam Hynes <Adam.Hynes@horizons.govt.nz>
Subject: Bonny Glen Landfill Community Trust

Good afternoon Michael,

Thanks for the query.

In response to your last question I am unaware if the RDC have taken any action to ensure compliance with the consents. But I do note Andrew Watson of the RDC is actually a trustee of the Bonny Glen Community Trust to that end the RDC should be aware of its current status.

Horizons has however looked into the matter. I can advise the Trust has been set up and they have been making donations as directed by the consent. There was however a delay in the legal formation of the trust and that during that delay processes were put in place to meet the requirements of the consent.

In essence they had utilised a local Marton lawyer, who as they were to discover, had insufficient experience in such legal matters. They handed the job onto an Auckland lawyer. This delay meant the Bonny Glen Community Trust was not legally formed until 17 July 2018.

While waiting for the trust to be formed a group of "Initial Trustees" were established to meet the obligations. Those trustees were Paul Mullinger for MDL, Andrew Watson for RDC, Greg Allan for South Makirikiri School and Leigh McKay for Turakina School. Funds were put in place and donations were made, beginning in 2016, while waiting for the legal trust to be formed. These donations amounted to \$37,750 since the new consents were granted. The amount to be placed into the Trust by Midwest in 2019 now stands at \$61,739.

I spoke with Mr MULLINGER in April this year who advised they were about to arrange a meeting where by the official Trustees can be chosen and formalised. I understand they were also updating their website to provide easier access to information regarding the trust including application forms.

Attached is the Deed and Spread sheet detailing the recipients of previous donations.

From the Horizons perspective we acknowledge Midwest technically failed to meet the timeline in setting up the trust. Most importantly however they took proactive steps to meet their obligations in supporting the community as set out in the consent. Horizons will be recording the matter as a low risk noncompliance with a view to taking no further action.

The Bonny Glen consents will now be monitored by consent monitoring officer Adam Hynes. Should you have any queries please don't hesitate to contact Adam or myself.

Hope this helps

Kind regards

John Gleeson | Senior Consents Monitoring Officer
Horizons Regional Council | 11-15 Victoria Avenue, Palmerston North 4410
DD: 06 9522800

From: Michael Hodder <Michael.Hodder@rangitikei.govt.nz>
Sent: Friday, 31 May 2019 4:47 PM
To: John Gleeson <John.Gleeson@horizons.govt.nz>
Subject: Bonny Glen Landfill Community Trust

Hello, John

I am hoping you can help me with the following questions about the Bonny Glen Landfill Community Trust, posed by the Turakina Community Committee.

- o Trust documents
- o Trustees
- o When the Trust meets
- o How to get applications
- o Who has received grants from the Trust
- o What has been done by Rangitikei District Council / Horizons Regional Council to ensure compliance with the terms of the resource consent in relation to the Trust and funds distribution.

I haven't traced relevant information in our records, so wondered whether the Trust is in place.

Regards

Michael

Michael Hodder	Community & Regulatory Services Group Manager/Acting Chief Executive	
Rangitikei District Council	46 High Street, Private Bag 1102, Marton 4741	
P 06 327 0085	F 06 327 6970	www.rangitikei.govt.nz

If you have received this email and any attachments to it in error, please take no action based on it, copy it or show it to anyone. Please advise the sender and delete your copy. Thank you.

Horizons Regional Council | 24 hr freephone 0508 800 800 | www.horizons.govt.nz

Midwest Donations 2016 Onwards

Drone IR Camera	Rural Fire Service	\$ 12,000	2016
Rangitikei U13 Girls Hockey Tournament	Whitfields	\$ 500	Aug-16
Race Sponsor - BG Handicap	Marton JC	\$ 2,500	Jul-16
School Vege Garden	Turakina School	\$ 1,000	Jul-16 \$ 16,000
Native Tree Planting	South Makirikiri School	\$ 3,000	Apr-17
School Pool Upgrade	Turakina School	\$ 8,000	Aug-17
Race Sponsor - BG Handicap	Marton JC	\$ 2,500	Jul-17
Marton Blue Tie Ball Sponsor	Rescue Helicopter	\$ 2,750	Aug-17
Rangitikei U13 Girls Hockey Tournament	Whitfields	\$ 500	Aug-17 \$ 16,750
Sponsor - 4WD National Trial Finals Glencairn Road	Wanganui 4WD Club	\$ 2,500	Apr-18
Race Sponsor - BG Handicap	Marton JC	\$ 2,500	Jul-18
		\$ 37,750	

MIDWEST DISPOSALS LIMITED

THE PERSONS LISTED IN THE FIRST SCHEDULE

DEED OF TRUST CREATING THE BONNY GLEN COMMUNITY TRUST

I hereby certify that this is a correct copy
of the trust deed of the Bonny Glen
Community Trust as per section 10(2)(a)
of the Charitable Trusts Act 1957

Certified at this
 day of 2019

P G Mullinger

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DEED dated this

17

day of

July

20 18

PARTIES

MIDWEST DISPOSALS LIMITED, Company number 1053373 (the "Settlor")

THE PERSONS LISTED IN THE FIRST SCHEDULE

BACKGROUND

- A. The Settlor wishes to establish a charitable trust for purposes beneficial to those people whose principal place of residence is within Bonny Glen Community Area (as defined in clause 1.1).
- B. The Trustees (as defined in clause 1.1) have agreed to act as the Trustees of the Bonny Glen Community Trust.
- C. The parties have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

AGREEMENT

1. INTERPRETATION

- 1.1 **Definitions:** In this Deed, the following terms shall have the following meaning unless inconsistent with the context:

"Bonny Glen Community" means those persons whose principal place of residence at any given time is within the Bonny Glen Community Area.

"Bonny Glen Community Area" means the area specified in the Seventh Schedule to this Deed.

"Charitable Purposes" means any purpose which shall benefit the Bonny Glen Community including, without limitation, establishment or maintenance of domains and parks, beautification of the area, gifts for local day care centres, kindergartens, schools and community organisations, post-secondary scholarships for persons whose family are members of the Bonny Glen Community, and any other purposes (whether relating to the relief of poverty, the advancement of education or any other matter) which in the opinion of the Trustees shall in general terms benefit the Bonny Glen Community and which are charitable according to the laws of New Zealand but may not extend to any matter or thing which is not charitable within the meaning of the Charities Act 2005 or Income Tax Act 2007.

"Community Trustee" has the meaning given in rule 1.1(e) of the Second Schedule to this Deed.

"Deed" means this Deed of Trust as amended from time to time in accordance with clause 12 or as amended in any other manner permitted by law.

"Income Year" means the period of 12 months ending on 31 December in each year or any other date which the Trustees adopt by resolution as the date up to which financial statements for the Trust are to be made each year.

"Settlor's Funding Policy" means the Settlor's Funding Policy set out in the Fifth Schedule to this Deed.

"Trust" means the trust created by this Deed and to be known as the Bonny Glen Community Trust.

"Trustees" means the persons listed in the First Schedule and such other persons appointed from time to time pursuant to the provisions of this Deed and all references to the "Trustees" shall where appropriate include the Board of Trustees after the incorporation of the Trustees as a Board under Part II of the Charitable Trusts Act 1957.

"Trust Fund" means the sum of \$15,000.00 settled, or such other sums to be settled in accordance with the Settlor's Funding Policy, upon the Trust by the Settlor together with such other money and property both real and personal as may from time to time be paid or given to or acquired by or agreed to be acquired by the Trustees or any special trust as hereinafter defined with the consent of the Trustees after this Deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this Deed.

1.2 Interpretation: In this Deed, unless inconsistent with the context:

- (a) headings are to be ignored;
- (b) references to clauses, schedules and rules are to those in this Deed;
- (c) any schedules to this Deed, and the provisions and conditions contained in such schedules, shall have the same effect as if set out in the body of this Deed;
- (d) reference to the singular includes the plural and vice versa;
- (e) reference to any gender includes all genders;
- (f) reference to a party includes a reference to that party's personal representatives and successors;
- (g) all covenants and obligations shall be joint and several;
- (h) a reference to a person includes an individual, firm, company, corporation or unincorporated body of persons, or any governmental or regulatory authority, in each case whether or not having separate legal personality, and a reference to a company includes a person; and
- (i) reference to any legislation or to any provisions in any legislation shall be deemed to be references to that legislation or those provisions as from time to time amended, re-enacted, or substituted, and to include all forms of subordinate legislation made under such legislation and unless otherwise stated, shall be to New Zealand legislation.

2. DECLARATION OF TRUST AND OBJECTS

- 2.1 Declaration of trust and objects:** The Settlor hereby directs, and the Trustees do hereby acknowledge and declare, that the Trustees shall stand possessed of the Trust Fund upon trust to pay, apply or appropriate as much of the capital of the Trust Fund and any income arising therefrom in an Income Year as the Trustees think fit in perpetuity for and towards the Charitable Purpose according to the laws of New Zealand.

3. **NAME AND REGISTRATION**

- 3.1 **Name:** The Trust shall be known as the Bonny Glen Community Trust or such other name as the Trustees may, by amendment to this Deed, determine from time to time.
- 3.2 **Registration:** Immediately following the execution of this Deed, the Trustees shall apply to:
- (a) be registered as a charitable entity under the Charities Act 2005; and
 - (b) incorporate the Trust as a Board under the Charitable Trusts Act 1957.

4. **DISTRIBUTION OF TRUST FUND**

- 4.1 **Capital and income:** The Trustees shall, wherever possible, pay, apply or appropriate all of the capital of the Trust Fund and any income received therefrom in the Income Year in which such capital or income is received.
- 4.2 **Accumulation:** Where the Trustees determine that it is:
- (a) not possible or desirable to pay, apply or appropriate all of the capital and income of the Trust Fund in accordance with clause 4.1 in any Income Year; or
 - (b) necessary to accumulate a reserve fund over more than one Income Year to achieve a Charitable Purpose,

the Trustees may retain all or part of the capital of the Trust Fund and any income arising therefrom in an Income Year and any income so accumulated shall be added to the capital of the Trust Fund so that it becomes part of the Trust Fund and is held on the same trusts and with the same powers.

5. **SPECIAL TRUSTS**

- 5.1 **Special trusts:** When property is accepted by the Trustees upon special trusts to be declared by the donor of the property all the powers and provisions of this Deed shall be deemed to be incorporated in the deed declaring such special trust except in so far as the same shall be expressly excluded or modified to be inconsistent with such special trusts.

6. **RECEIPT OF PAYMENTS**

- 6.1 **Receipt of payments:** The receipt of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this Deed, shall be a complete discharge to the Trustees for that payment.

7. **APPOINTMENT AND PROCEEDINGS OF TRUSTEES**

- 7.1 **Rules:** The rules (with any valid alterations) set out in the Second, Third and Fourth Schedules to this Deed govern the appointment, reappointment, retirement and proceedings of the Trustees subject to the provisions of this Deed and shall bind the Trustees both before and, if applicable, after their incorporation as a Board under the Charitable Trusts Act 1957.
- 7.2 **Number of Trustees:** The number of Trustees shall be not less than four and not more than seven natural persons. The Trustees shall be appointed in accordance with the Second and Third Schedules to this Deed.

7.3 **Statutory power of appointment:** The statutory power of appointment of new Trustees shall be vested in the Trustees but such appointment shall be governed by the provisions of the Second and Third Schedule to this Deed. If at any time there are no Trustees, then the statutory power of appointment shall be vested in the Settlor, but any such appointment by this clause shall be subject to the provisions of the Second and Third Schedule to this Deed.

8. DEALING WITH "INTERESTED" TRUSTEES AND BENEFITS

8.1 **Interested Trustees:** Each Trustee may act as a Trustee and still contract or otherwise deal with the Trustees in his or her personal capacity or in another capacity as if he or she had not been appointed as a Trustee. This right to continue to act as a Trustee shall apply even though a Trustee's interest or duty in a particular matter may conflict with his or her duty to the beneficiaries of the Trust Fund provided that in such a case such Trustee shall:

- (a) disclose his or her interest to the Trustees as soon as he or she becomes aware of any actual or potential conflict of interest; and
- (b) unless the remaining uninterested Trustees present unanimously consent to such Trustee voting after his or her interest is disclosed, abstain from any vote of the Trustees in relation to the matter in question.

8.2 **Pecuniary profit, benefits and advantages:** No private pecuniary profit shall be made by any person from the Trust, except that the Trustees may:

- (a) receive full reimbursement for all costs, charges and expenses properly incurred by the Trustees in connection with the affairs of the Trust; and
- (b) pay to any person (other than a Trustee) reasonable and proper remuneration in return for services actually rendered to the Trust,

provided that notwithstanding anything to the contrary in this Deed, no remuneration or benefit or advantage (regardless of whether it is convertible into money) or income of the kind referred to in section CW 42 of the Income Tax Act 2007 shall be paid or afforded to or received or gained or achieved or derived by any person if the payment of such income would deny the Trustees an exemption from tax or income derived by the Trustees in respect of that income by reason of section CW 42(1)(c) of the Income Tax Act 2007.

8.3 **Charges:** If any of the Trustees is engaged in a profession or business that Trustee may charge fees for work done by the Trustee or that Trustee's firm (whether or not the work is of a professional or business nature) on the same basis as if that Trustee were not one of the Trustees but employed to carry out the work on their behalf.

9. POWERS OF TRUSTEES

9.1 **General power:** The Trustees may exercise the powers, authorities and discretions conferred by this Deed in addition to, and not so as to limit, the powers, authorities and discretions conferred upon trustees generally by the Trustee Act 1956 and upon Boards by the Charitable Trust Act 1957 provided that all the Trustees' powers, authorities and discretions shall be subject to any direction to the contrary in any instrument evidencing or conferring a gift accepted by the Trustees, whether the gift is subject to a trust for a specific purpose or is generally for the purposes of the Trust Fund.

9.2 **Trustees' discretion:** The Trustees shall in their unfettered and absolute discretion decide whether any person is or is not entitled to benefit in terms of the trust hereby created and the Trustees' decision shall be final and binding on all persons and the Trustees shall not be

personally liable to pay any damages, costs or expenses incurred by reason of their opposing any claim in any court and all such damages, costs and expenses shall be payable out of the Trust Fund.

- 9.3 **Acquisition of assets:** The Trustees may by all lawful means acquire and receive real and personal property and, except where special trusts are declared, shall apply the same for and towards the Charitable Purpose and the Trustees shall do and carry out all such matters and things as are necessary to effect the Trust hereby created and may accept or acquire property for the Trust or upon special trusts connected with the Trust provided always that the Trustees shall not be bound to accept the property for any of the foregoing trusts unless they shall in their absolute discretion consent to do so.
- 9.4 **Specific powers:** The Trustees shall in addition to any powers already expressed or implied in this Deed have the powers specified in the Sixth Schedule to this Deed.
- 9.5 **Advice of counsel:** If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a barrister of the High Court of New Zealand of at least seven years' standing. The Trustees may act upon the barrister's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barrister's opinion shall not restrict the Trustees' right to apply to the High Court of New Zealand for directions.
10. **ADMINISTRATION**
- 10.1 **Transfer of Trust Fund:** On the appointment of a new Trustee or Trustees all of the Trust Fund shall be paid or transferred to any such new Trustee or Trustees jointly with the other Trustees or Trustee for the time being and all acts, deeds and things necessary for such purpose shall be done and executed and all costs of and incidental thereto shall be paid by the Trustees out of the capital or income of the Trust Fund.
- 10.2 **Bank accounts:** All money received by or on behalf of the Trust shall be paid immediately to the credit of the trust account or accounts with the bank or banks selected from time to time by the Trustees. All cheques and other negotiable instructions, withdrawal slips and receipts shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in the manner that the Trustees decide from time to time.
- 10.3 **Annual report and financial statements:** Within four months after the end of each Income Year (other than the first Income Year), the Trustees shall publish a written report dealing the affairs of the Trust, supported by financial statements of the Trust's income and expenditure during the previous year and a statement of the Trust's assets and liabilities at the end of that Income Year. The Trustees shall ensure that such report is available for inspection at a place within the Community Area and/or on the Settlor's website.
- 10.4 **Audit of annual report:** The Trustees shall ensure that the financial statements of the Trust are audited in each Income Year (other than the first Income Year) by a chartered accountant in public practice within four months after the end of that Income Year. The person appointed as auditor must not be a Trustee. In carrying out the auditor's duties, the auditor shall be entitled to require from the Trustees such information, explanations, documents, certifications and accounts as the auditor may consider necessary, and the Trustees shall forthwith provide the same to the auditor.
- 10.5 **Execution of contracts:** With respect to the execution of contracts:

- (a) If the Trustees are incorporated as a Board under the Charitable Trusts Act 1957:
- (i) a contract which if made by private persons would be by law required to be by deed may be made on behalf of the Board in writing under the common seal of the Board, attested by at least two of the Trustees; and
 - (ii) a contract which if made between private persons would be by law required to be in writing, and signed by the parties to that contract, may be made on behalf of the Board in writing signed by any person or persons acting under its authority, express or implied.
- (b) If the Trustees are not incorporated as a Board under the Charitable Trusts Act 1957:
- (i) a contract which if made by private persons would be by law required to be by deed may be made on behalf of the Trustees in writing signed by at least two of the Trustees; and
 - (ii) a contract which if made between private persons would be by law required to be in writing, and signed by the parties to that contract, may be made on behalf of the Trustees in writing signed by any person or persons acting under their authority, express or implied.

10.6 **Common seal:** If the Trustees become incorporated as a Board under the Charitable Trusts Act 1957 they shall have custody of a common seal, and from time to time by resolution, they may adopt any seal they think fit. The common seal must not be affixed to any document unless the Trustees have already authorised its use on that document. When a document is to be sealed on the prior authority of the Trustees, the seal must be affixed to the document in the presence of two Trustees who must sign the document in accordance with clause 10.5(a).

11. LIABILITY OF TRUSTEES

- 11.1 **Limitation of liability:** A Trustee shall be liable only for loss attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust. In particular, no Trustee shall be bound to take, or liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.
- 11.2 **Indemnification entitlement:** Each of the Trustees and every person acting on behalf of the Trustees shall be indemnified out of the Trust Fund for any personal liability incurred in respect of the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to the Trust (provided such liability is not attributable to his or her own dishonesty or to the wilful commission or omission by him or her of an act known by him or her to be a breach of trust), and shall have a lien on and may use any moneys for the time being in the hands or coming into the hands of the Trustees for this indemnity and also for the payment of all proper legal and other costs, taxes, charges, and expenses of administering or winding up the Trust which may be permitted from time to time in terms of this Deed.

12. AMENDMENTS TO DEED

- 12.1 **Amendments:** The Trustees may, with the prior written consent of the Settlor, by resolution of three quarters of the Trustees present and voting at a duly convened and conducted meeting of the Trustees, revoke, add to or vary all or any of the Trust's terms and conditions

contained in this Deed or the trust terms and conditions contained in any variation or alteration or condition made thereto from time to time and may in like manner declare any new or other trust terms and conditions concerning the Trust Fund or any part or parts thereof provided that:

- (a) such revocation, addition or variation shall comply with the provisions of the Charitable Trusts Act 1957 and the Income Tax Act 2007 and shall not affect the status of the Trust as a charitable trust or tax-exempt entity within the meaning of those Acts;
- (b) such revocation, addition or variation shall not affect the beneficial entitlement to any amount set aside for any Charitable Purpose prior to the date of the revocation, addition or variation; and
- (c) such revocation, addition or variation shall not affect the Settlor's right to appoint a Trustee in accordance with rule 1.1(a) of the Second Schedule to this Deed.

12.2 **Statutory powers:** The powers granted by clause 12.1 are in addition to and not in derogation from any applicable statutory power whereby the Trust of this settlement or the trusts upon which the Trust Fund or any part thereof are from time to time held may be varied.

13. **WINDING UP**

13.1 **Winding up:** The Trust may be wound up or dissolved at any time by approval of a unanimous resolution of the Trustees to wind it up.

13.2 **Distribution on winding up:** On the winding up of the Trust or its dissolution by the Registrar of the High Court under the Charitable Trusts Act 1957, all surplus assets and funds after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisation within New Zealand as the Trustees decide, or, if the Trustees are unable to make such decision, shall be disposed of in accordance with the directions of the High Court of New Zealand.

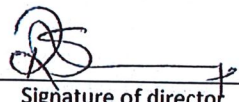
SIGNED AS A DEED

MIDWEST DISPOSALS LIMITED, as Settlor, by:



 Signature of director
 David Howie.

 Name of director



 Signature of director
 Russell Stewart.

 Name of director

SIGNED by PAUL GEOFFREY MULLINGER, as a Trustee, in the presence of:

[Signature]
Signature of witness

Sue Miers
Name of witness

OFFICE MANAGER
Occupation

P. NTH
City/town of residence

[Signature]
P G Mullinger

SIGNED by LEIGH SARAH MCKAY, as a Trustee, in the presence of:

[Signature]
Signature of witness

Paul Mullinger
Name of witness

General Manager
Occupation

Elmerston North
City/town of residence

[Signature]
LS McKay

SIGNED by GREGORY ROGER ALLAN, as a Trustee, in the presence of:

[Signature]
Signature of witness

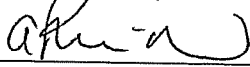
JANEEN LAMPA
Name of witness

OFFICE ADMINISTRATOR
Occupation

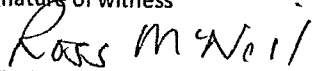
MARTON
City/town of residence

[Signature]
G R Allan

SIGNED by ANDREW GEOFFREY WATSON,
as a Trustee, in the presence of:



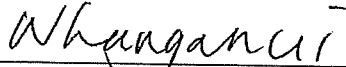
Signature of witness




Name of witness



Occupation



City/town of residence



A G Watson

FIRST SCHEDULE - TRUSTEES

1. Paul Geoffrey Mullinger.
2. Leigh Sarah McKay.
3. Gregory Roger Allan.
4. Andrew Geoffrey Watson.

SECOND SCHEDULE - RULES GOVERNING THE APPOINTMENT AND REMOVAL OF TRUSTEES

1. APPOINTMENT AND REMOVAL OF TRUSTEES

1.1 Appointment rights:

- (a) The Settlor shall be entitled to appoint one Trustee at any time.
- (b) The Board of Trustees of the South Makirikiri School shall be entitled to appoint one Trustee at any time.
- (c) The Board of Trustees of the Turakina School shall be entitled to appoint one Trustee at any time.
- (d) The Rangitikei District Council shall be entitled to appoint one Trustee at any time.
- (e) The Bonny Glen Community shall be entitled to have up to three Trustees to represent its interests (the "Community Trustees") and such Trustees shall be appointed in accordance with rule 1.3(c) of this Schedule.

- 1.2 First Trustees:** The persons set out in the table below shall be the first Trustees of the Trust, and the relevant person(s) noted beside their name shall be deemed to have taken all steps necessary to appoint those persons as Trustees in accordance with this Deed:

Trustees	Appointor
Paul Geoffrey Mullinger	Settlor
Gregory Roger Allan	South Makirikiri School
Leigh Sarah McKay	Turakina School
Andrew Geoffrey Watson	Rangitikei District Council

1.3 Method of appointment or removal:

- (a) Each appointment of a Trustee under rule 1.1(a), 1.1(b), 1.1(c) or 1.1(d) of this Schedule shall be effected by notice in writing to the Trustees from the person(s) entitled to effect the appointment.
- (b) A Trustee appointed under rule 1.1(a), 1.1(b), 1.1(c) or 1.1(d) of this Schedule may, at any time, be removed from office by the person(s) that appointed that Trustee by notice in writing to the Trustees.
- (c) Immediately upon the Trustees being satisfied that a nominee for Community Trustee has been elected as a Community Trustee in accordance with the rules of the Third Schedule to this Deed, the Trustees shall appoint such nominee as a Community Trustee.

- 1.4 Vacancy:** The Trustees, by majority decision, shall also have power to appoint any person, at any time, as an additional Community Trustee to fill any vacancy in office which arises between meetings of the Bonny Glen Community to elect Community Trustees. Such

appointee shall retire and be eligible for re-election at the next meeting of the Bonny Glen Community held for the election of the Community Trustees. A vacancy in office of Community Trustees shall occur if there are less than three Community Trustees.

- 1.5 **Vacation of office:** A Trustee ceases to be a Trustee if he or she:
- (a) resigns by giving not less than 30 days' written notice to the Trustees;
 - (b) retires from office at a meeting of the Bonny Glen Community in accordance with rule 1.4 or 1.6 of this Schedule;
 - (c) dies, or becomes mentally disordered in the opinion of the other Trustees or is subject to a property order or personal order made under the Protection of Personal and Property Rights Act 1988;
 - (d) refuses to act as a Trustee;
 - (e) is absent without leave of at least a majority of the other Trustees from three consecutive meetings of the Trustees;
 - (f) ceases to be resident in the Bonny Glen Community Area;
 - (g) becomes bankrupt or makes an arrangement or composition with his or her creditors generally;
 - (h) has been convicted of an offence punishable by a term of imprisonment of not less than three months, or has been convicted of a crime involving dishonesty as defined in section 2(1) of the Crimes Act 1961; or
 - (i) in the opinion of the Trustees, for any other reason unfit to carry out the duties of a Trustee.
- 1.6 **Retirement of Community Trustees:** Each Community Trustee shall retire from office at the closure of the next meeting of the Bonny Glen Community held after their appointment for the appointment of new Community Trustees in accordance with rule 1.2 of the Third Schedule to this Deed. Each Community Trustee retiring from office at a meeting of the Bonny Glen Community shall be eligible to be re-elected again as a Trustee at that meeting.

THIRD SCHEDULE - PROCEDURE FOR MEETINGS OF BONNY GLEN COMMUNITY

1. **BONNY GLEN COMMUNITY MEETINGS**
- 1.1 **Procedure:** The provisions of this Schedule shall govern the procedure for the election of Community Trustees by the Bonny Glen Community.
- 1.2 **Meetings to elect Community Trustees:** The Trustees shall procure a meeting of the Bonny Glen Community is convened for the purpose of electing the Community Trustees:
 - (a) in the first calendar year following the date of this Deed; and
 - (b) no earlier than 1 March and no later than 30 September, in every second calendar year following the first meeting of the Bonny Glen Community.
- 1.3 **Nominations and elections of Community Trustees:**
 - (a) A person may be elected as a Community Trustee at a meeting of the Bonny Glen Community if:
 - (i) that person has been nominated by the Settlor or a person over the age of 18 years who is a member of the Bonny Glen Community;
 - (ii) the Trustees, or their representative(s), have received that nomination at least 14 days before the date of the meeting convened in accordance with rule 1.2 of this Schedule; and
 - (iii) each nomination is accompanied by the consent in writing of the nominee to accept such nomination.
 - (b) Subject to rule 1.3(c) of this Schedule, the Community Trustees shall be such of the nominees nominated in accordance with rule 1.3(a) of this Schedule who are elected by ordinary resolution of the Bonny Glen Community at the relevant meeting.
 - (c) If more than three of the nominees are elected by ordinary resolution of the Bonny Glen Community at the meeting, the three nominees that receive the most votes in support of their election shall be deemed elected.
- 1.4 **Notice of meetings:** The Trustees shall give notice of each meeting of Bonny Glen Community at least 28 days before the meeting by advertisement in one or more newspapers circulating in the Bonny Glen Community Area or other media commonly used to communicate with the public generally. The notice shall specify:
 - (a) the date of the meeting;
 - (b) the address and time at which the meeting shall be held;
 - (c) the closing date for nominations for the position of Community Trustee (being a date not earlier than 14 days before the date of the meeting); and
 - (d) if matters additional to the election of Community Trustees are proposed to be discussed at the meeting, the general nature of those matters.
- 1.5 **Quorum:** A quorum for a meeting of the Bonny Glen Community is 10 members of the

Bonny Glen Community who are entitled to vote. If a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting shall be adjourned to the same day in the following week at the same time and place, or to such other date, time and place as the Trustees may appoint and, if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the members of the Bonny Glen Community present who are entitled to vote shall be a quorum.

1.6 Voting:

- (a) Each member of the Bonny Glen Community who is over the age of 18 years shall be entitled to one vote at a meeting of the Bonny Glen Community for the election of the Community Trustees.
- (b) An ordinary resolution is a resolution that is approved by a simple majority of the votes of those members of the Bonny Glen Community entitled to vote and voting on the question.
- (c) Unless a poll is demanded in accordance with rule 1.7 of this Schedule, the chairperson of the meeting appointed by the Trustees shall determine whether voting on the election of a Community Trustee shall be by voice or by show of hands.
- (d) Unless the Trustees determine otherwise, a member of the Bonny Glen Community may not exercise the right to vote at a meeting of the Bonny Glen Community by casting a postal vote. If the Trustees determine that postal voting shall be permitted at a meeting, the Trustees shall determine the rules for such postal voting at their sole discretion.
- (e) A declaration by the chairperson of a meeting of the Trustees that a resolution is carried by the requisite majority at a meeting of the Bonny Glen Community is conclusive evidence of that fact unless a poll is demanded in accordance with rule 1.7.

1.7 Polls:

- (a) At a meeting of the Bonny Glen Community a poll may be demanded by:
 - (i) the chairperson of the Trustees; or
 - (ii) not less than five members of the Bonny Glen Community having the right to vote at the meeting.
- (b) A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.
- (c) A poll shall be taken in such manner as the chairperson of the Trustees directs and the result of a poll is deemed to be a resolution of the meeting at which the poll is demanded.

2. MINUTES

2.1 Minutes:

- (a) The Trustees shall ensure that minutes are kept of all proceedings at meetings of the Bonny Glen Community. Minutes which have been signed correct by the

chairperson of Trustees shall be prima facie evidence of the proceedings at the meeting.

- (b) Upon every appointment, election, retirement, re-appointment or termination of office of any Community Trustee, the Trustees shall ensure that an entry is made in the minute book of the Trust to that effect and that any statutory requirements as to the vesting of the Trust Fund in the Trustees are satisfied.

FOURTH SCHEDULE - PROCEEDINGS OF TRUSTEES**1. PROCEDURE**

1.1 **Procedure:** Except as provided in this Deed, the Trustees may regulate their own procedure.

1.2 **Validity of proceedings:** Where, for any reason, a Trustee is not properly appointed, elected or is disqualified from holding office as Trustee, anything done by that Trustees (or by a meeting of the Trustees at which he or she was present as a Trustee or committee member) before discovery of the irregularity, shall be as valid as if that Trustee had been duly appointed or had not been disqualified (as the case may be).

2. MEETINGS

2.1 **Frequency of meetings:** The Trustees shall meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust but not less than once in each Income Year.

2.2 **Quorum:** A quorum for a meeting of the Trustees shall be four of the Trustees. No matter may be considered at a meeting of the Trustees if a quorum is not present.

2.3 **Lack of quorum:** If a quorum is not present within 30 minutes after the time appointed for the meeting, the chairperson of the meeting may adjourn the meeting to another time and place if approved by the Trustees present.

2.4 **Convening of meeting:** A meeting of the Trustees may be called by least three of the Trustees by giving notice in accordance with rule 2.5 of this Schedule.

2.5 **Notice of meeting:** The following provisions apply in relation to meetings of the Trustees except where otherwise agreed by all Trustees in relation to any particular meeting or meetings:

- (a) Not less than seven days' notice of a meeting shall be given to each Trustee (other than a Trustee who has waived that right).
- (b) Notice to a Trustee of a meeting may be:
 - (i) given to the Trustee in person, by telephone or other oral communication;
 - (ii) personally delivered to the Trustee; or
 - (iii) sent by email to the Trustee's email address.
- (c) A notice of meeting shall:
 - (i) specify the date, time and place of the meeting;
 - (ii) in the case of a meeting by means of audio, or audio and visual, communication, specify the manner in which each Trustee may participate in the proceedings of the meeting; and
 - (iii) give an indication of the matters to be discussed, in sufficient detail to enable a reasonable Trustee to appreciate the general import of the

matters, unless this is already known to all the Trustees or is impracticable in any particular circumstances.

- (d) A notice of meeting is deemed to be given:
 - (i) in the case of oral communication, at the time of notification;
 - (ii) in the case of personal delivery, by handing the notice to the Trustee or by delivery of the notice to the address of the Trustee; and
 - (iii) in the case of email, at the time of transmission.
- (e) If all reasonable efforts have been made to give notice of a meeting to a Trustee in accordance with rule 2.5(d) of this Schedule but the Trustee cannot be contacted, notice of the meeting shall be deemed to have been duly given to that Trustee.

2.6 **Waiver of notice irregularity:** An irregularity in the giving of notice of a meeting is waived if each of the Trustees either attends the meeting without protest as to the irregularity or agrees (whether before, during or after the meeting) to the waiver.

2.7 **Voting:** Every Trustee has one vote at a meeting of the Trustees. The chairperson does not have a casting vote. A resolution of the Trustees is passed if it is agreed to by all Trustees present without dissent, or if a majority of the votes cast on it are in favour of the resolution. A Trustee present at a meeting of the Trustees is presumed to have agreed to, and to have voted in favour of, a resolution of the Trustees unless he or she expressly dissents from or votes against, or expressly abstains from voting on, the resolution at the meeting.

2.8 **Written resolution:** A resolution in writing signed or assented to by all the Trustees entitled to vote on that resolution is as valid and effective as if passed at a meeting of the Trustees duly convened and held provided those Trustees would constitute a quorum for consideration of the resolution at a meeting of the Trustees. Any such resolution may consist of several documents in similar form (including facsimile or scanned copies), each signed or assented to by one or more Trustees. A copy of any such resolution shall be entered in the Trustees' minute book.

2.9 **Alternative forms of meeting:** A meeting of the Trustees may be held either:

- (a) by a number of the Trustees who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- (b) by means of audio, or audio and visual, communication by which all Trustees participating and constituting a quorum can simultaneously hear each other throughout the meeting.

3. CHAIRPERSON, SECRETARY AND OTHERS AND DELEGATION

3.1 **Chairperson:**

- (a) The Trustees shall elect one of their number as chairperson for their meetings, and for meetings of the Bonny Glen Community, and determine the period for which he or she is to hold office.

- (b) If no chairperson is elected or if, at a meeting of the Trustees, the chairperson is not present within 10 minutes after the time appointed for the commencement of the meeting, the Trustees present may choose one of their number to be chairperson of the meeting.

3.2 **Secretary:** The Trustees may appoint a secretary and any other officers or employees that the affairs of the Trust may require on such terms and conditions as they think fit. The Trustees may also remove and replace any persons so appointed.

3.3 **Committees:** The Trustees may appoint one or more sub-committees, ad hoc committees or executive committees as they may from time to time think expedient for carrying out the purposes of the Trust. Any committee may co-opt any other person, whether a Trustee or not, to be a member of that committee, and subject to these rules and to any directions that the Trustees might give, each committee shall regulate its own procedure.

4. **TRUSTEES' MINUTES**

4.1 **Trustees' minutes to be kept:** The Trustees shall cause minutes of all decisions and proceedings of their meetings to be entered in books kept for that purpose (including, but not limited to, every appointment, retirement, re-appointment or termination of office of any Trustees). Minutes which have been signed correct by the chairperson of the meeting of Trustees shall be prima facie evidence of the proceedings.

4.2 **Validity of actions:** Where the minutes of the meeting of the Trustees have been signed as correct by the chairperson of the meeting then until the contrary is proved, the meeting shall be deemed to have been properly convened and proceedings properly conducted.

5. **DO ALL OTHER NECESSARY OR DESIRABLE THINGS**

5.1 **Other acts and things:** The Trustees may do all other lawful things that are necessary or desirable in their opinion for the carrying out of the purposes of the Trust.

FIFTH SCHEDULE - SETTLOR'S FUNDING POLICY

1. The Settlor, at its absolute discretion, may from time to time settle further sums upon the Trustees to form part of the Trust Fund. There may be Income Years in which the Settlor elects not to settle any further sums on the Trust and the Settlor does not intend to settle any further sums upon the Trust after the date the Bonny Glen landfill, located on Wanganui Road, Marton, is permanently closed for the acceptance of waste.
2. Without in any way limiting the Settlor's discretion to settle any sum on the Trust it is the Settlor's general intention that in each calendar year after the date of this Deed, the Settlor shall settle an annual sum of \$15,000.00 (the "Annual Sum") on the Trustees to form part of the Trust Fund. For each subsequent settlement of the Annual Sum, the Settlor intends to increase the Annual Sum by a percentage amount equal to the percentage increase in CPI (net of GST) since the date of the last payment of the Annual Sum by the Settlor to the Trustees. Where "CPI" means the official New Zealand Consumer Price Index (all Groups) published quarterly by Statistics New Zealand or its successor.

SIXTH SCHEDULE - SPECIFIC TRUSTEE POWERS

The Trustees shall in addition to any powers already expressed or implied in this Deed have the powers specified in this Schedule.

1. To retain all or any of the investments for the time being forming part of the Trust Fund notwithstanding that they may not be investments authorised by law for the investment of trust funds and the Trustees shall not be responsible or accountable for and shall be absolutely indemnified by and out of the Trust Fund for and in respect of any losses sustained by the Trust Fund by reason of the Trustees so retaining any such investments.
2. To sell all or any part of the real and personal property of the Trust Fund either by public auction or private contract or in such manner and subject to such terms and conditions as the Trustees shall in their absolute discretion think fit with power to allow the whole or such part of the purchase money as they think fit to remain on mortgage of the property sold.
3. To postpone the sale calling in and conversion of the real and personal property of the Trust Fund or any part thereof for so long as the Trustees think fit notwithstanding that it may be of a wasting speculative or reversionary nature.
4. To let any real or any personal property for the time being remaining unsold either from year to year or for any term of years or otherwise at such rent and subject to such covenants and conditions as the Trustees think fit and also to accept surrenders of leases and tenancies and generally to manage the same as the Trustees think fit.
5. To invest the Trust Fund or any part thereof available for the purpose in such of the following security or securities:
 - (a) in any New Zealand Government securities, or in any of the stock, funds, or other securities of the Government of the Commonwealth of Australia, or of any State thereof;
 - (b) in the debentures, stock, bonds, or other securities issued under any general or special statutory authority by any local or regional authority;
 - (c) on deposit with any registered bank; or
 - (d) in the acquisition of any equity or debt security listed on a market operated by NZX Limited or any successors thereto,
 - (e) as in the opinion of the Trustees may be beneficial to the Trust Fund with power to vary and transpose any such investments or securities from time to time and no Trustee shall be liable for any loss arising from any breach of section 13B or section 13C of the Trustee Act 1956, unless that loss is attributable to that Trustee's own dishonesty or wilful commission by that Trustee of any act known by that Trustee to be a breach of trust.
6. To purchase or acquire (at such price as the Trustees may consider proper) any real or personal property of any description or any interest therein and whether in New Zealand or elsewhere as may in the opinion of the Trustees be beneficial to the Trust Fund with power to allow the whole or any portion of the purchase money to remain owing on mortgage of the property so acquired and with the exercise of this power the Trustees may purchase or acquire any such property from any other Trustee hereof.

7. To agree and settle accounts with all persons firms or companies liable to account to the Trustees and to compromise all questions relating to the Trust Fund and to grant effectual receipts discharges and releases.
8. To employ and discharge such managers, servants, agents, employees, valuers, agents, surveyors, engineers, solicitors, accountants and other persons as the Trustees may think fit and to pay such fees, salary, wages, or other remuneration in every case as the Trustees may deem expedient and generally at their uncontrolled discretion instead of acting personally to employ and pay any person to do any act of whatever nature relating to the trusts hereof including the receipt and payment of money without being liable for loss incurred thereby and any Trustee being a person engaged in any business or profession may be so employed to act and he, she or his firm shall be entitled to charge for work done by the Trustee's firm in connection with the trusts hereof including acts which the Trustees could have done personally.
9. To pay all expenses and outgoings as may be incurred in relation to the Trust from time to time reposed in them.
10. To subdivide any real property forming part of the Trust Fund and to meet the costs of subdivision out of the Trust Fund.
11. To spend any sum out of the capital or income of the Trust Fund the Trustees think fit in developing any real property forming part of the Trust Fund, and to dedicate any roads or take any other action required in respect of the redevelopment.
12. To make any loans or advances (with or without security) for any of the purposes of the Trust Fund in such manner and on such terms and conditions as the Trustees think fit.
13. Without being liable for loss, to waive any debts due to the Trust Fund, either absolutely or on such terms as the Trustees think expedient.
14. To insure any building or other insurable property to any amount up to its full insurable value, or at the Trustee's option, up to its full replacement value, against destruction or damage by fire, earthquake and such other risks as the Trustees think fit. The Trustees may pay the premiums out of income or capital as they think fit.
15. To improve, repair and maintain and insure against loss or damage by fire any of the property and to discharge out of income or capital all outgoings properly payable in respect of the property without prejudice to the right of the Trustees to make it a condition of letting any person into the possession of any of the property (whether as tenant at shall or otherwise) that such person shall pay and discharge all or any part of the outgoings.
16. To carry on any business anywhere in New Zealand, whether in partnership or otherwise, for as long as the Trustees think fit. They may use any part of the Trust Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons (including any Trustee) as they think fit. Subject to the terms and conditions on which any business is carried on by the Trustees, the net annual profits from any business shall, at the Trustees' discretion, be distributable as income in the Trustees' hands without having to be first applied in making good any earlier business losses. Any business losses for any year, unless the Trustees decide otherwise, shall be borne by the capital of the Trust Fund and not recouped out of later profits.
17. In the sale of any business to a company, to accept payment for all or part of the purchase price in ordinary deferred or preference shares (whether fully paid or partly contributory)

or debentures or debenture stock of such company. In exercising this power the Trustees shall not be taken to be exercising a power of investment.

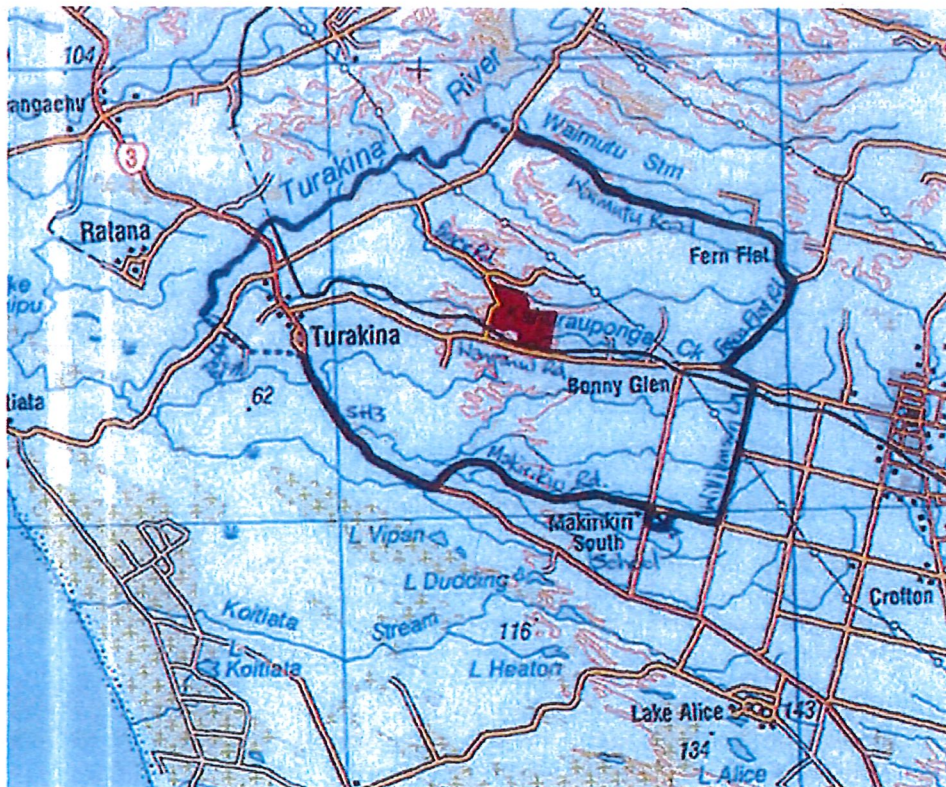
18. To grant, acquire, dispose of and exercise any option to purchase, lease or exchange any interest in real or personal property of any value, whether the option is incidental to, or independent of, any sale, lease, exchange or other disposition. An option may be granted, acquired or disposed of on such terms and conditions as the Trustees think fit, and in respect of a grant, may be granted at a price determined at the time of the grant or such later date as the Trustees think fit. The Trustees shall not be personally liable for any loss arising from their exercise of this power and shall be indemnified accordingly out of the Trust Fund.
19. To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to apportion blended funds. Each determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund.
20. To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion:
 - (a) the amount of income to be credited from time to time to any of those funds; and
 - (b) whether those funds are income or capital.
21. To open any bank accounts in any name(s) either on the Trustees own behalf or in the name of the Trust and to overdraw any such account with or without giving security. The Trustees may also make arrangements with any bank for any one or more of the following persons to operate any of the Trustees', or the Trust's, accounts at that bank:
 - (a) the Trustees; and
 - (b) any delegate(s) named in writing by all the Trustees.
22. To deposit all or part of the Trust Fund in a savings or other interest or non-interest bearing account with any bank, trust, company or other financial or investment institution in New Zealand. In making any deposit the Trustees shall not be liable for any loss due to devaluation or any foreign exchange or other governmental restriction.
23. To hold any part of the Trust Fund uninvested in the currency of New Zealand for as long as the Trustees think fit without being liable for any loss due to devaluation or any foreign exchange or other governmental restriction.
24. To enter into any type of contract whatsoever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.
25. To do such other lawful acts and things as are incidental to or conducive to the attainment of the Charitable Purpose.

SEVENTH SCHEDULE - BONNY GLEN COMMUNITY AREA

The Bonny Glen Community area is bounded by the Turakina River from a point opposite Scotts Road (where the Kahurauponga Creek enters the river) up to the confluence of the Waimutu Stream, across to and along Waimutu Road, Fern Flat Road, Wanganui Road, Williamson Line, Makirikiri Road (but also including the South Makirikiri School Grounds), State Highway 3 to the Edenmore Road intersection and across land to the bend in Scotts Road, Scotts Road and back over to the Turakina River.

Where a boundary is shown along a public road or river, only part of the road or river closest to the Bonny Glen landfill is within the Trust area.

Boundary map below:



TABLED DOCUMENT

Tabled At: Turakina Community Committee
On: 13 June 2019



RANGITIKEI
DISTRICT COUNCIL

6 June 2019

Chief Duran Benton
Turakina Caledonian Society
PO Box 237, Marton 4741

Dear Mr Benton,

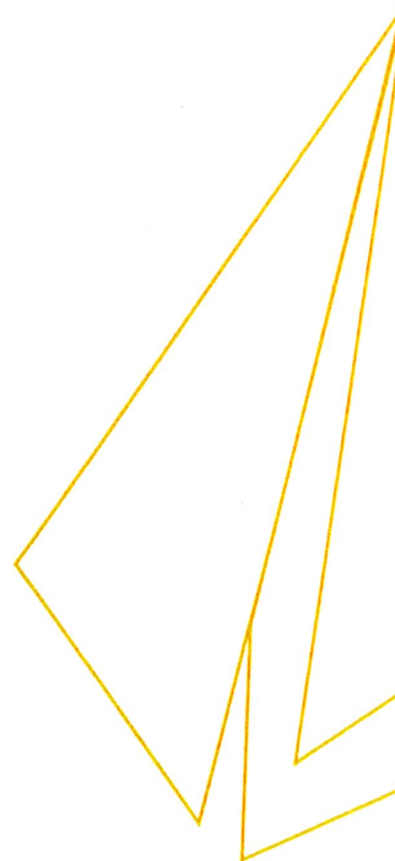
I am writing to submit the attached requests for the Turakina Caledonian Society's consideration.

The attachment follows our meeting on 4 June 2019, with the directive being to formally supply the Turakina Caledonian Society with a proposal from Council staff, and that I request attendance at the sitting of your next meeting to discuss this with your members.

I look forward to hearing from you on the attachment and the process moving forward.

Le dūrachd / ngā mihi

Blair Jamieson
Strategy & Community Planning Manager
Kaiwhakahaere Rautaki Me Te Hāpori



Making this place home.

Proposal



FROM: Blair Jamieson - *Strategy & Community Planning Manager*
Kaiwhakahaere Rautaki me te Hāpori

TO: Turakina Caledonian Society

DATE: 6 June 2019

SUBJECT: Proposal for the Turakina Township Signage

FILE: -

Currently when entering our townships, and even the district, there is no consistent signage and/or branding to make people aware that you are in the Rangitikei. This is set to change, and we have started the process of rolling out new signage, in a soft rollout programme.

These signs draw on a number of branding elements, the prominent ones being the yellow and kōwhai flower which have been adopted as the symbol of the district; due to the Rangitikei having the most significant populations of kōwhai in the country. Additionally, the area to the right of each township sign allows for the icon/symbol of that township to be included. An example of the Taihape sign has been included below.



As part of this programme, staff have been working and discussing options for the Turakina signage, in order to reflect the townships Scottish and Māori heritage. Whilst this has progressed, I have become aware that the Turakina Caledonian Society own the current three township signs. From discussions I have had with members of the Community Committee, it is apparent that these signs received a lot of input in their development, as they were funded without Council support at the time. Council is now however, looking to undertake the approach noted above, with signs being developed for Turakina; highlighting the background to Council seeking to collaborate in making a proposal.

Striking a balance in ensuring that there are not too many road signs in Turakina will be key, noting that if three more signs were erected the township signage would literally be doubled. Council wish to work with the Caledonian Society, seeing if there are ways to both get a beneficial outcome for the township.

The first request is to receive support from the Turakina Caledonian Society for the installation of an event calendar sign to replace the Project Marton 'Marton' sign on the State Highway as you enter into the township. Council is committed to contributing towards Economic Development in the district; ensuring that we are supporting local events attract as many visitors as possible.



The second request is to replace the western entry sign currently owned by the Caledonian Society. At present it is damaged and in a poor state, pictures below.

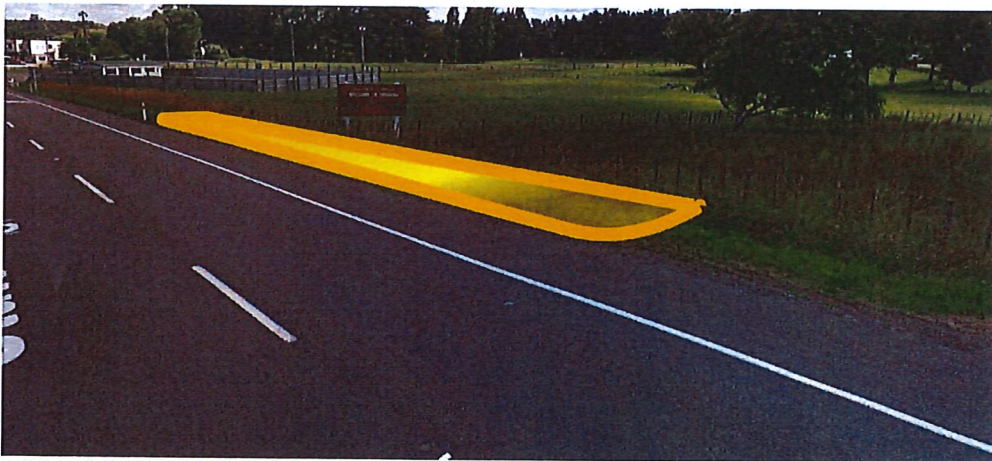


In this location Council requests permission to remove the sign and return it back to you, and install a new sign, such as what is proposed below. Please note that the framing for the new signs is the same across the district, ensuring uniformity in the district branding. Additionally, Council will be using the Scottish Gaelic 'faiite gu' instead of the English 'welcome to', which would also be beneficial in reducing any gaelic alignment issues.



The proposed new sign is 2400x1200mm in size, being larger than the present sign.

The third request is to check the appetite for replacing the eastern sign, noting that if the Turakina Caledonian Society sought remuneration for its costs in the developing the current sign, this could be discussed. The area highlighted in yellow within the picture below are the only areas suitable for a new sign to go, and if installed in this area, it would look cluttered and distracting.



The fourth request is to receive support from the Turakina Caledonian Society for the installation of a new sign on Wanganui Road, along the straight approximately 100 before the intersection/Ben Nevis. The position with the pending signage is highlighted below in the attached image.



Blair Jamieson
Strategy & Community Planning Manager
Kaiwhakahaere Rautaki me te Hāpori

