



Notice is hereby given that a meeting of the Milford Community Trust will be held on:

**Date:** **Wednesday, 11 September 2024**  
**Time:** **7:00 pm**  
**Meeting room:** **Southland District Council office**  
**Venue:** **24 Milford Crescent**  
**Te Anau.**

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## **Milford Community Trust Agenda**

### **OPEN**

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#### **MEMBERSHIP**

**Chairperson** Matt Wilson  
**Trustees** Rosco Gaudin  
Brad Johnstone  
Tony Woodham

#### **IN ATTENDANCE**

**Strategic project lead** Simon Moran

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**Full agendas are available on Council's website**  
**[www.southlanddc.govt.nz](http://www.southlanddc.govt.nz)**

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**Note:** The reports contained within this agenda are for consideration and should not be construed as Council policy unless and until adopted. Should Members require further information relating to any reports, please contact the relevant manager, Chairperson or Deputy Chairperson.





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**1 Apologies**

At the close of the agenda no apologies had been received.

**2 Leave of absence**

At the close of the agenda no requests for leave of absence had been received.

**3 Conflict of Interest**

Committee Members are reminded of the need to be vigilant to stand aside from decision-making when a conflict arises between their role as a member and any private or other external interest they might have.

**4 Public Forum**

Notification to speak is required by 5pm at least one day before the meeting. Further information is available on [www.southlanddc.govt.nz](http://www.southlanddc.govt.nz) or phoning 0800 732 732.

**5 Extraordinary/Urgent Items**

To consider, and if thought fit, to pass a resolution to permit the committee to consider any further items which do not appear on the Agenda of this meeting and/or the meeting to be held with the public excluded.

Such resolution is required to be made pursuant to Section 46A(7) of the Local Government Official Information and Meetings Act 1987, and the Chairperson must advise:

- (i) the reason why the item was not on the Agenda, and
- (ii) the reason why the discussion of this item cannot be delayed until a subsequent meeting.

Section 46A(7A) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

“Where an item is not on the agenda for a meeting,-

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

**6 Confirmation of Minutes**

6.1 Meeting minutes of Milford Community Trust, 07 May 2024



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## OPEN MINUTES

UNCONFIRMED

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Minutes of a meeting of Milford Community Trust held in the Milford Opportunities Project Hub, 26 Town Centre, Te Anau on 07 May 2024 at 6:30pm. (6.30pm – 9.49pm)

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### PRESENT

<b>Chairperson</b>	Matt Wilson
<b>Trustees</b>	Rosco Gaudin
	Brad Johnstone
	Tony Woodham via MS Teams

### IN ATTENDANCE

<b>Strategic project lead</b>	Simon Moran
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**1 Apologies**

At the close of the agenda no apologies had been received.

**2 Leave of absence**

At the close of the agenda no requests for leave of absence had been received.

**3 Conflict of Interest**

There were no conflicts of interest declared.

**4 Public Forum**

John Twidle provided an update on the Milford Opportunities Project at the request of the Chair.

**5 Extraordinary/Urgent Items**

There were no Extraordinary/Urgent items.

**6 Confirmation of Minutes**

**Resolution**

Moved Trustee Woodham, seconded Trustee Johnstone **and resolved:**

**That the Milford Community Trust confirms the minutes of the meeting held on 31 August 2023 as a true and correct record of that meeting.**

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## Reports

### 4.1 Half Year Financial Report to 31 December 2023

**Record No: R/24/4/30136**

Strategic project lead, Simon Moran spoke to this report and took the contents of the report as read.

#### **Resolution**

Moved Chairperson Wilson, seconded Trustee Johnstone **and resolved:**

**That the Milford Community Trust:**

- a) **Receives the report titled "Half Year Financial Report to 31 December 2023" dated 2 May 2024.**
- b) **Approves the half yearly report for the six-month period to 31 December 2023, and recommends that the report be submitted to the Southland District Council for information purposes and subsequently distributed to the Trust's stakeholders.**

### 4.2 Purchase of recreation sports equipment and a marquee/tent

**Record No: R/24/5/30595**

Chairperson Wilson abstained from voting for this report as the discussions that lead to the actions taken pre-dated his appointment to the Trust.

The remaining Trustees addressed the reasons for the purchase being the need to do something for the community in the short-term as the recreation centre still seems a long way off and there are social functions that still need some form of shelter to be provided. It was noted that marquees have been tried before and proven to be unsatisfactory, something that was demonstrated by the damage that occurred to the marquee this time during its first use. That damage will need to be repaired.

When considering whether the Trust wanted to continue to own the marquee it was thought that it was best that an entity with a presence in Milford Sound Piopiotahi would be most appropriate and that perhaps the Fire Brigade Trust could be approached as a starting point.

Trustee Gaudin wished it to be noted that he did not agree with the original decision to purchase the marquee or agree with the Trust retrospectively approving the funding for the purchase.



**Moved Brad Johnstone, seconded Tony Woodham:**

**That the Milford Community Trust:**

- a) receives the report titled "Purchase of recreation sports equipment and a marquee/tent".

**CARRIED**

**Moved Rosco Gaudin, seconded Brad Johnstone:**

That the Milford Community Trust:

- b) approves the purchase of recreation sports equipment ~~and a marquee/tent~~.

**CARRIED**

**Moved Brad Johnstone, seconded Tony Woodham:**

That the Milford Community Trust:

- c) approves the purchase of a marquee.

**CARRIED**

Rosco Gaudin requested that his dissenting vote be recorded against this motion.

**Moved Tony Woodham, seconded Brad Johnston:**

That the Milford Community Trust:

- d) approves the funding of \$6,102.73 from cash on hand in the bank account or from the next short-term deposit to mature.

**CARRIED**

Rosco Gaudin requested that his dissenting vote be recorded against this motion.

**Moved Tony Woodham, seconded Brad Johnstone:**

That the Milford Community Trust:

- e) gifts the Marquee to the Milford Fire Brigade Trust or other similar entity in Milford Sound Piopiotahi.

**CARRIED**

Rosco Gaudin requested that his dissenting vote be recorded against this motion and asked for it to be noted that he did not agree with any decision to have a marquee.

**Final resolution:**

**That the Milford Community Trust:**

- a) receives the report titled "Purchase of recreation sports equipment and a marquee/tent".
- b) approves the purchase of recreation sports equipment ~~and a marquee/tent~~.
- c) approves the purchase of a marquee.
- d) approves the funding of \$6,102.73 from cash on hand in the bank account or from the next short-term deposit to mature.
- e) gifts the Marquee to the Milford Fire Brigade Trust or other similar entity in Milford Sound Piopiotahi.

**4.3 Proposed Amendments to the Milford Community Trust Deed**

**Record No: R/24/5/30521**

Strategic project lead, Simon Moran spoke to this report and took the contents of the report as read.

**Resolution**

Moved Chairperson Wilson, seconded Trustee Johnstone **and resolved recommendations a – d with new e (as indicated with underline) and resolved:**

**That the Milford Community Trust:**

- a) **Receives the report titled "Proposed Amendments to the Milford Community Trust Deed" dated 2 May 2024.**
- b) **Approves the amendments as proposed in Attachment A – *Proposed 2024 Amendments to the Milford Community Trust Deed* subject to a legal review.**
- c) **Approves council staff obtaining a legal review on behalf of the Trust.**
- d) **Authorises the Chair to approve any minor additional changes to the Trust Deed identified as a result of the legal review.**
- e) **Make provision for an additional ex officio trustee by adding a new clause 9(b)iii that states "One trustee being a duly elected Councillor for the Mararoa Waimea Ward of the Southland District Council from time to time."**

**4.4 Invoicing operators**

**Record No: R/24/5/30505**

Strategic project lead, Simon Moran spoke to this report and took the contents of the report as read.

**Resolution**

Moved Trustee Woodham, seconded Chairperson Wilson **and resolved:**

**That the Milford Community Trust:**

- a) **receives the report titled "Invoicing operators" dated 1 May 2024.**
- b) **agrees not to invoice operators for any revenue until 31 December 2024.**

**4.5 Draft Statement of Intent 2024-2027**

**Record No: R/24/5/30718**

Strategic project lead, Simon Moran spoke to this report and took the contents of the report as read.

**Resolution**

Moved Chairperson Wilson, seconded Trustee Johnstone **and resolved:**

**That the Milford Community Trust approves** recommendations a-b (with an amendment to b as shown by the underlined text)

- a) **receives the report titled "Draft Statement of Intent 2024-2027" dated 2 May 2024.**
- b) **approves the Draft Statement of Intent 2024 – 2027 subject to the change to the concessionaires income for 2024/25 to be \$75,000 (in line with resolution (e) under item 4.4) made, provides a copy to Council, and makes it publicly available via the Council's website.**

The meeting concluded at 9.49pm.

CONFIRMED AS A TRUE AND CORRECT RECORD OF A  
MEETING OF THE MILFORD COMMUNITY TRUST  
HELD ON 7 MAY 2024.

**DATE:**.....

**CHAIRPERSON:**.....



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## Funding repairs to the marquee

**Record no:** R/24/9/56208

**Author:** Simon Moran, Strategic project lead

**Approved by:** Vibhuti Chopra, Group manager strategy and partnerships

Decision

Recommendation

Information

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### Purpose

- 1 To retrospectively consider funding repairs required to 'make good' the damage to the marquee.

### Background

- 2 The Milford Community Trust (MCT) at its last meeting discussed the damage that occurred to the marquee when it was last used. No decision was formally made at that time to fund the repairs as the costs of the repairs were not known. A decision was made however, to *gift the marquee to the Milford Fire Brigade Trust or other similar entity in Milford Sound Piopiotahi*.
- 3 The Trust has subsequently received an invoice from Milford Sound Tourism Ltd for the repairs to the marquee. Therefore, the Trust must now consider whether or not to retrospectively approve the funding of the repairs.
- 4 The marquee/tent is roughly 10m x 3m and intended as an interim measure to provide some shelter for community events in the absence of a recreation centre or agreement to use the 'White House' for events.

### Matters to consider

#### Funding

- 5 The cost of repairing the marquee was \$1,227.08 incl GST.
- 6 If the Trust approves funding the repair costs then it can be funded from the cash balance in the Trust's current account.

#### Gifting the marquee

- 7 In order to meet the intent of the Trust to gift the marquee to an entity in Milford Sound Piopiotahi it is logical that it is in a reasonable state of repair before its ownership is transferred.
- 8 Given that the marquee has been repaired the Chair should now write to the Milford Fire Brigade Trust outlining the MCT's intention to gift it to an entity that is present at Milford and able to actively managed its use for the benefit of the community.

#### Retrospective decision making

- 9 Meetings of the Trust typically only take place when there is something material to consider which does cause some issues for minor purchases of goods and services such as the repair of the marquee. Good practice however, is that funding decisions are made prior to works or services being undertaken.

## **Recommendation**

**That the Milford Community Trust:**

- a) receives the report titled “Funding repairs to the marquee”**
- b) approves/does not approve the retrospective funding for the repair of the marquee from the Trust’s current account balance.**
- c) approves the chair writing to the Milford Sound Fire Brigade Trust proposing gifting it the marquee for the community to use.**

## **Attachments**

There are no attachments for this report.

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# Proposed amendments to the Milford Community Trust deed

**Record no:** R/24/9/56216  
**Author:** Simon Moran, Strategic project lead  
**Approved by:** Vibhuti Chopra, Group manager strategy and partnerships

Decision  Recommendation  Information

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## Purpose

- 1 To seek direction from the Trust on whether it approves the amendments to proceed the existing Trust Deed following its legal review.

## Background

- 2 At its meeting on the 7 May 2024 the Trust agreed to amend the Trust Deed subject to a legal review of the proposal. As a result of that review there have been a number of minor changes suggested. Although the Chair was given the delegation to sign off minor changes there are more than was anticipated therefore it is appropriate that the Trustees have an opportunity to consider the wording of the final amendments proposed.
- 3 As has been noted in previous reports, the Trust can alter the Trust Deed in accordance with Clause 14(k) which provides that –

*14. The trustees shall have and may exercise the following powers, authorities and discretions:*

*(k) The trustees may resolve to alter, amend any provisions of this deed provided that:*

- i. Any resolution to effect an alteration or addition must be passed by a majority of not less than four of the trustees one of whom must be the trustee appointed under Clause 9(b)(iii) at a meeting of the trustees where not less than twenty one clear days prior written notice of intention to move the amendment or alteration is given to all trustees, and*
  - ii. No amendment or alteration may be made to the trust deed in any respect which it would have the effect of causing the trust to cease to be a charitable trust or to amend the objects of the trust to include any objective which is not a charitable objective.*
- 4 Written notice of the intention to alter and amend provisions of the Trust Deed was by email to the Trustees on 13 August 2024.

## Key Issues

- 5 The trust considered the key issues for the Trust Deed at its last meeting on this matter, in particular the changes required to enable the Trust to act as an exempted Council Controlled Organisation (CCO).
- 6 As you are aware, the exemption needs to be revisited with Council every three years so the changes suggested in the Deed are constructed to provide for the possibility that the exemption may be revoked and the standard audit and reporting requirements apply.

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## Next steps

- 7 Assuming the Trust approves the amendments to the Trust Deed the trustees need to sign a hard copy of the new deed and an application will then be made to the New Zealand Companies Office for a “Variation of trust/Alteration of rules of a charitable trust board” under Sections 16 and 23 Charitable Trusts Act 1957

## Recommendation

### That the Milford Community Trust:

- a) **Receives the report titled “Proposed amendments to the Milford Community Trust deed”.**
- b) **Approves the amendments as proposed in Attachment A – Proposed 2024 Amendments to the Milford Community Trust Deed.**
- c) **Approves an application being made to amend the existing deed of the Milford Community Trust.**

## Attachments

- A Proposed 2024 amendments to the Milford Community Trust Deed.





## Milford Community Trust

### Date

~~This Trust Deed is made and executed on ..... 2007, between Southland District Council – a body corporate under the Local Government Act 2002 (called the settlor”) of one part.~~

### And

~~Antoinette Diane Ridley of Te Anau, registered nurse  
 Jason David Steele of Milford Sound, branch manager  
 Deborah Jane Taylor of Arrowtown, barrister  
 Roger Neil Wilson of Invercargill, chartered accountant  
 Helen Elizabeth Thomas of Milford Sound, manager  
 Michael William Schuck of Te Anau, chief executive officer  
 John Roy Robson of Te Anau, general manager  
 (called “the trustees”) of the other part~~

### Parties

~~The Trustees of the Milford Community Trust (“Trustees”);  
 Southland District Council (“Settlor”).~~

### Recitals

- ~~A. The settlor ~~desires to create~~d the trust ~~to be~~ known as the **Milford Community Trust** on 30 April 2007 as a charitable trust within the meaning of the Charitable Trust Act 1957 ~~upon the trusts declared in this deed. The trust deed was amended on 28 June 2021.~~~~
- ~~B. The Trustees have decided to amend the current trust deed.~~
- ~~C. Accordingly, this deed amends and restates the current trust deed.~~
- ~~A. The trustees have been appointed by the settlor in accordance with this deed as the initial trustees of the trust subject to their agreeing to accept the appointment as a trustee.~~
- ~~B. The settlor has agreed to pay the initial trustees the sum of **one hundred dollars** (\$100) to enable the trust to be properly constituted.~~

Milford Community Trust  
21/08/2024

Southland District Council  
Te Rohe Pōtae o Murihiku

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## Provision of the deed

### 1. Interpretation

In this deed, unless the context otherwise requires:

<b>Chairperson</b>	Means the independent chairperson
<b>Council</b>	Means Southland District Council
<b>Financial year</b>	Means a year ending on 30 June
<b>Independent Chairperson</b>	Means the Trustee appointed in accordance with Clause 9(b)(ii) hereto.
<b>Milford</b>	Means the developed area of land and adjacent costal marine area at the end of State Highway 94 at the head of Milford Sound <u>Piopiotahi</u>
<b>Milford community</b>	Means the residents of Milford, the holders of concessions from the Crown operating at Milford, and iwi
<b>Objects of the trust</b>	Means the objects or purposes of the trust specified in Clause 4
<b>the Trust</b>	Means the trust established by this deed
<b>the Trustees</b>	Means the trustees for the time-being of the trust
<b>Trust fund</b>	Means all the funds of the trust described as the “trust fund” in Clause 5, and includes all capital and income for the time-being held by the trustees of the trust
<b>Trustee Appointments Recommendations Panel</b>	Means a panel of three persons appointed by the Council’s Chief Executive from time to time as required.

### 2. Name of trust

- (a) The trust ~~established under and by this deed~~ shall be known as the “Milford Community Trust”
- (b) The trust shall be incorporated under Pt II of the Charitable Trusts Act 1957.

### 3. Declaration of the trust

- (a) The settlor hereby directs and declares and its trustees **hereby** acknowledge and accept that the trustees shall stand possessed of the trust fund upon the trusts and with the powers herein set forth.

### 4. Objects of the trust

- (a) To manage and carry out services and undertake leadership, planning, and advocacy for the general benefit of the Milford community, so as to ensure as far as possible that the infrastructure of the community and identity, viability and wellbeing are maintained and enhanced.
- (b) To liaise with and communicate with all individuals, organisations, groups and their parties with interest in the Milford community for all purposes which are beneficial to the community.



- (c) To represent the interests of the Milford community to ensure that the natural environments and outstanding values of the Milford Sound area are safeguarded and protected for all residents and visitors to the area.
- (d) To monitor and maintain an overview of all activities and services provided within the Milford community.
- (e) To access, use or invest funds and enter into arrangements, contracts and other agreements upon such securities or in such a manner and upon such terms and conditions that the trustees seem suitable for the purpose of furthering the objects and purposes of the trust.
- (f) To carry out such other lawful activities which are incidental or conducive to attaining the objects and purposes of the trust.

#### 5. Funds of the trust

- (a) The trustees may raise and use moneys for the purposes of the trust by such lawful means as they deem appropriate and may accept any grants or donations for such purposes from any persons, organisation or group and upon such conditions as they think fit, provided that no condition shall be at variance with the objects of the trust.
- (b) The trust fund shall be applied for and towards those services, and activities necessary for the promotion and advancement of all charitable, recreational and other purposes being purposes beneficial to the Milford community as a whole.
- (c) The trust fund comprises the said sum of \$100.00 and all other moneys or property hereafter paid, transferred or donated to the trustees to be held on the trusts hereby declared, or raised, received or collected by them or otherwise required by any means whatever, and the income from any investment thereof and any accumulations of income therefrom made pursuant to the provisions hereafter contained and all moneys investments and property from time to time representing the same.
- (d) In applying or using any part of the capital or income for the trust fund in the implementation of the objects and purposes of the trust, the trustees may pay any amount to any person or organisation for such purposes as the trustees may require and direct, being purposes exclusively within the objects of the trust **and** the receipt of such payment by any such person or organisation shall constitute a sufficient discharge for the trustees.

#### 6. The trustees

- (a) Each of the trustees shall signify in writing to Council, agreement to accept appointment as a trustee.
- (b) The term of office of each trustee shall be as follows:
  - i. Independent chairperson – four years
  - ii. Trustees appointed in terms of clause 9(b)(i) – four years ~~(except where the initial term of appointment is specified beside the name of a trustee in the schedule)~~



~~ii-iii. Trustee appointed in terms of clause 9(b)(iii) – Councillor Mararoa Waimea Ward trustee – ex officio~~

- (c) All trustees shall ~~also~~ be appointed by Council. In making the appointments of those trustees who have been nominated for appointment in terms of Clauses 9(b)(i) and (ii) Council shall adopt the recommendation of the Trustee Appointments Recommendations Panel (or the Council's Chief Executive ~~where the Chief Executive does not consider it necessary to appoint a Trustee Appointments Recommendations Panel where the number of suitable candidates matches the number of trustee positions available~~) unless Council considers that there are good reasons not to do so.
- (d) In making any recommendation for the appointment of a trustee in terms of Clause 9(b)(i) or (ii) the Trustee Appointments Recommendations Panel (or Council's Chief Executive ~~as the case may be~~) shall:
- i. Have due regard to the nominees knowledge of, or experience in business, leadership, governance issues or that persons interest or involvement in the Milford community.
  - ii. Ensure that in the event of nominations of persons ~~to represent the working for~~ Milford Sound Tourism Limited and/or Southern Discoveries Limited and/or RealNZ Journeys Limited ~~t/a RealNZ and/or Wayfare-Real Group Limited, their related companies (as defined in the Companies Act 1993) -or their successors, that at any one time persons working for those companies comprise in total not less than one and not more than two trustees appointed in terms of Clause 9(b)(i). recommend one or more of those nominees with the intent that the three trustees appointed in terms of Clause 9(b)(i) shall be subject to nomination, compromise at any one time not less than one and not more than two such nominees.~~
- (e) Subject to Clause 7(a) a trustee may hold office on more than one occasion.

## 7. Eligibility for appointment as a trustee

- (a) The following persons shall not be capable of being appointed or reappointed, or holding office, as a trustee:
- i. A bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired or is subject to a condition not yet fulfilled.
  - ii. A person who is convicted of any offence punishable by imprisonment for a term of two years or more.
  - iii. A person who is convicted of any offence punishable by imprisonment for a term of less than two years and is sentenced to imprisonment for that offence.
  - iv. A person who is disqualified under Section 151 of the Companies Act 1993 applies.
  - v. A mentally ~~disordered~~ ~~torred~~ person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992.
  - vi. A person who is under 18 years of age.



## 8. Termination of office of a trustee

- (a) A trustee may at any time resign office by notice in writing delivered to the chairperson for the time being of a trust. The resignation will take effect as from the date specified in the notice or in the absence of any such date on the date the notice is delivered to the chairperson of the trust. The chairperson of the trust shall forward a copy of such notice to the chief executive of Council.
- (b) A trustee shall be deemed to have resigned office as a trustee without notice if at any time that trustee is incapable of acting as a trustee or holding office as a trustee pursuant to Clause 7.
- (c) A trustee may be removed from office at any time by resolution of Council upon receiving a recommendation to that effect from the trust. Any decision to remove a trustee shall only be made where Council is satisfied on reasonable grounds that:
  - i. There has been a neglect of duty, or misconduct proved on the part of the trustee, and/or
  - ii. The trustee has acted or is acting in a manner prejudicial, or likely to be prejudicial, to the interests of the trust

Before passing any resolution in accordance with this clause, Council shall give the trustee affected a reasonable opportunity to be heard on the matters relating to the recommendation of the trust.

- (d) If any trustee dies or resigns or ceases to hold office, the office of that trustee shall become vacant. The vacancy shall be filled by Council who shall have regard to any nomination for that vacancy made by the Trustee Appointments Recommendation Panel (or Council's Chief Executive) or the result of any required election and any person appointed shall hold office for the residue of the term of office of that trustee.
- (e) If any trustee resigns or ceases to hold office, the trustee shall immediately inform Council of that fact by notice in writing.

## 9. Milford Community Trust

- (a) The trust shall consist of a total of ~~five (5)~~six (6) trustees appointed by Council.
- (b) The ~~five-six~~ trustees shall comprise:
  - i. ~~Three-Four~~ trustees being persons who have been nominated by two members of the Milford community and appointed in accordance with Clause 6 ~~(d)(ii) to the Trustee Appointments Recommendation Panel and recommended by that panel to Council for appointment.~~
  - ii. One trustee to be appointed as the independent chairperson in accordance with Clause 6 upon the recommendation of the Trustee Appointments Recommendation Panel.
  - iii. One trustee being a duly elected Councillor for the Mararoa Waimea Ward of Council from time to time.



## 10. Meeting of the trustees

- (a) The trustees meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Except where some other majority is required by this deed, questions arising at any meeting shall be decided by a simple majority of votes. In the case of an equality of votes (where a simple majority is required), the chairperson shall have a second or casting vote. The chairperson or any two of the trustees may at any time summon a meeting of the trustees. Notice of each meeting of the trustees shall be given by sending or delivering the same to the last known place of residence of, or other address for service notified by, each trustee.
- (b) If the independent chairperson is not present within 15 minutes of the commencement time of any meeting of the trustees, then those trustees present may choose one of their members to be chairperson of the meeting.
- (c) The quorum shall be a majority of the trustees.
- (d) The trustees shall cause minutes to be kept of their meetings.
- (e) The trustees may from time to time delegate any of their powers to committees consisting of not less than two members of the trust and of such other persons (if any) as they think fit. Any committee so formed shall in exercise of the powers so delegated conform to any regulations that may be imposed on it by the trustees.
- (f) The relevant provisions of the standing orders adopted by Council shall apply to all meetings of the trust and any of its committees in so far as they are not inconsistent with the specific terms of this deed.

## 11. Conflicts of interest

It is acknowledged that because of the unique situation in Milford Sound and the size of the community there will be conflicts of interest which arise from time to time for a trustee. Each trustee may exercise the trustee's own discretion, and notwithstanding the existence of an actual or potential conflict of interest of a non-pecuniary nature vote on any such matter before the trust **provided that** the trustee is satisfied that such a vote takes into account the best interests of the trust and will result in an outcome that is most conducive to the trust's obligations and responsibilities in Milford.

## 12. Financial requirements

- (a) The trustees shall ensure that full and correct accounts of all the financial transactions of the trust and its assets, liabilities and funds are kept.
- (b) The trustees shall, after the end of each financial year, have prepared financial statements including a balance sheet and income expenditure account and notes thereto, giving a true and fair view of the financial affairs of the trust for the financial year.
- (c) The trust will prepare and deliver to Council the "Half-yearly Report" and the "Annual Report" in terms of Sections 66 and 67 of the Local Government Act 2002, except if the trust is an exempt council controlled organisation.



- (d) The financial statements shall be audited by the auditor-general except if the trust is an exempt council controlled organisation.
- (e) The auditor-general shall certify whether the financial statements are properly drawn up and give a true and fair view of the financial affairs of the trust for the financial year except if the trust is an exempt council controlled organisation.
- (f) The trustees may only invest the trust fund in Council approved authorised investments

### 13. Officers of the trust

The trustees may from time to time appoint such officers of the trust as the trustees may think fit. The trustees shall prescribe the relevant duties and conditions of the appointment for any such officers.

### 14. Powers of the trustees

The trustees shall have and may exercise the following powers, authorities and discretions:

- (a) To use the whole or any part of the current net annual income derived by the trustees in any financial year, and to apply all or any part of such income for any specified purpose if they should think fit
- (b) To sell all or any part of the real or personal property or interest therein compromising the trust fund or any part thereof at such a price on such terms and subject to such conditions as they in their absolute discretion think fit with power to allow the whole or any part of the purchase money to remain on mortgage of the property sold.
- (c) To lease or take on lease any freehold or leasehold property in interest therein with or without chattels for such period at such rent on such terms (including at the discretion of the trustees a compulsory or optional purchasing clause) and subject to such conditions as they think fit and to accept or effect such renewals or surrenders of leases and tenancies as they think fit.
- (d) To borrow moneys on mortgage bank overdraft or otherwise on such terms and subject to such conditions as the trustees think fit.
- (e) To employ, pay and retain the services of any person, firm, company or corporation upon such terms as they think fit.
- (f) To permit any trustee for the time-being engaged in any profession or business and any firm with which that trustee may be associated to charge and be paid all proper professional or other charges for any business done by that trustee or firm for the trust.
- (g) To make such arrangements as the trustees think fit for the operation of any bank accounts held by the trustees, including specification of the signatures required for such operation.
- (h) To pay out of the trust fund all property costs incurred in the administration of the trust including (without limiting the generality of the foregoing) rents, salaries, superannuation contributions for employees, accounting and audit fees, general office expenses and other outgoings.



- (i) Generally to maintain, repair, improve and develop any real or personal property which or an interest in which for the time-being forms part of the trust fund in such manner as the trustees think fit and for that purpose to pay and apply such of the capital and income of the trust fund as they think fit.
- (j) The powers conferred by or under ~~The Trustee Act 1956~~ the Trusts Act 2019 on a trustee will be in addition to the powers conferred on the trustees under this deed and shall apply for the extent that unless there is a contrary intention expressed in the deed then the provisions of ~~The Trustee Act 1956~~ the Trusts Act 2019 shall apply.
- (k) The trustee may resolve to alter, amend any provisions of this deed provided that:
  - i. Any resolution to effect an alteration or addition must be passed by a majority of not less than three quarters of the trustees where not less than twenty one clear days prior written notice of intention to move the amendment or alteration is given to all trustees, and
  - ii. No amendment or alteration may be made to the trust deed in any respect which it would have the effect of causing the trust to cease to be a charitable trust or to amend the objects of the trust to include any objective which is not a charitable objective.

#### 15. Liability of trustees

- (a) No trustee shall be liable for any loss not attributable to dishonesty of the trustee or to the wilful commission by the trustee of an act known to the trustee to be a breach of trust.
- (b) 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-trustee.

#### 16. Common seal

The common seal of the trust shall only be affixed pursuant to a resolution of its trust board or of a committee of the trustees authorised by the trust board on their behalf and every instrument to which the common seal is affixed shall be signed by two trustees.

#### 17. Remuneration and reimbursement of trustees

- (a) The remuneration payable to the trustee shall be paid at such rate as Council from time to time approves in that behalf having regard to the relevant policies of Council.
- (b) The trustees shall be entitled to be reimbursed for their expenses in accordance with the provisions of the Fees and Travelling Allowances Act 1951 as if they were members of a statutory board within the meaning of that act.

#### 18. Private pecuniary interests

Nothing expressed or implied in this deed shall permit or allow the activities of the trust or any business carried on by or on behalf or for the benefit of the trust to be carried on for the private pecuniary profit of any individual.





#### 19. Liquidation of trust

- (a) If in the opinion of the trust, it shall become no longer possible or feasible to carry out the objects of the trust then the trust may, by resolution, liquidate the trust. No resolution dissolving the trust shall take effect unless it has been passed by a majority of the trust and only after three months' notice of intention to move such resolution has been given in writing to each trustee.
- (b) Such dissolution shall not take effect unless at a subsequent meeting of the trust called for the purpose (such meeting to be held not earlier than 28 days and not later than 42 days after the date of the meeting declaring such dissolution), such dissolution is confirmed by resolution to that effect carried forward by majority of the trust.
- (c) Should the trust be dissolved, then any moneys and property remaining after the due settlement of the affairs of the trust and the payment of all just debts and claims shall be handed to such charitable society, association, institution, organisation or corporation as in the sole and absolute opinion of the trustees has objects similar to those of this trust as may be specified in the said resolution.



**Schedule**

NAME OF TRUSTEE AND "OFFICE" WHERE APPLICABLE	TERM OF OFFICE (SEE CLAUSE 6(B))
<b>Ebel Kremer</b> Councillor of the Fiordland-Mararoa Ward Interim Chairperson	ex-officio term December 2021
<b>Brad Johnstone</b> Milford community elected trustee	Three years
<b>Tim Holland</b> Appointment in terms of Clause 9(b)(i) of the trust deed	Two years
<b>Stephen Norris</b> Appointment in terms of Clause 9(b)(i) of the trust deed	Two years
<b>Roseo Gaudin</b> Appointment in terms of Clause 9(b)(i) of the trust deed	Four years
<b>Tony Woodham</b> Appointment in terms of Clause 9(b)(i) of the trust deed	Four years



THE COMMON SEAL of the Southland District Council as Settlor was hereunto affixed in the presence of:

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CHIEF EXECUTIVE

SIGNED by Matthew James Wilson  
As trustee in the presence of:

\_\_\_\_\_  
Signature of trustee

Witness signature \_\_\_\_\_

Print full name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

SIGNED by Rosco Edward Gaudin  
As trustee in the presence of:

\_\_\_\_\_  
Signature of trustee

Witness signature \_\_\_\_\_

Print full name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_



SIGNED by Brad William Johnstone  
As trustee in the presence of:

\_\_\_\_\_  
Signature of trustee

Witness signature \_\_\_\_\_

Print full name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

SIGNED by Antony Michael Woodham  
As trustee in the presence of:

\_\_\_\_\_  
Signature of trustee

Witness signature \_\_\_\_\_

Print full name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_