

I hereby give notice that an Ordinary meeting of the

**Community Grants Committee**

will be held on:

**Date: Thursday 23 August 2018**  
**Time: 3.00 pm**  
**Venue: Gateway North Conference Room – 1999 State Highway 1,  
Kaiwaka**

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## **Open Agenda**

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**Membership**

**Chair:** Councillor Anna Curnow

**Members:** Councillors Jonathan Larsen and Andrew Wade

Staff and Associates:

Funding Coordinator, Governance Advisor (Minute-taker)

**Jason Marris**  
**General Manager Governance, Strategy and Democracy**

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\* Applications will be provided under a separate cover.

**Ordinary Meeting of the Community Grants Committee  
Thursday 23 August 2018 in Kaiwaka**

**1 Opening**

**1.1 Present**

**1.2 Apologies**

**1.3 Confirmation of Agenda**

The Committee to confirm the agenda.

**1.4 Conflict of Interest Declaration**

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 Committee Member and any private or other external interest they might have. It is also considered best practice for those members to the Executive Team attending the meeting to also signal any conflicts that they may have with an item before the Committee.

**2 Deputations and Presentations**

### **3 Confirmation of Minutes**

#### **3.1 Community Grants Committee Minutes 09 February 2017**

Administration Manager            1615.02

#### **Recommended**

*That the unconfirmed minutes of the Community Grants Committee meeting held on 09 February 2017 be confirmed as a true and accurate record.*

**Community Grants Committee**

<b>Meeting</b>	Community Grants Committee
<b>Date</b>	Friday 09 February 2018
<b>Time</b>	Meeting commenced at 1.00 pm Meeting concluded at 1.10 pm
<b>Venue</b>	Conference Room, Northern Wairoa War Memorial Hall, 37 Hokianga Road, Dargaville
<b>Status</b>	Unconfirmed

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**Minutes**

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**Membership****Chair:** Councillor Geange**Members:** Councillor Jones, Councillor Joyce-Paki

Staff and Associates:

Key Relationships Manager Community, Policy Analyst, Administration Assistant (Minute-taker)

**Linda Osborne  
Administration Manager**

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Unconfirmed

**Minutes of the Extraordinary Meeting of the Community Grants Committee  
 Friday 09 February 2018 in Dargaville**

**1 Opening**
**1.1 Present**

Councillors Julie Geange (Chair), Libby Jones (via audio link), Karen Joyce-Paki

**In Attendance**

Name	Designation	Item(s)
Darlene Lang	Parks and Community Manager	All
Jenny Rooney	Funding Co-ordinator	All
Natalie Robinson	Policy Analyst	All
Lisa Hong	Administration Assistant	All (minute-taker)

**1.2 Apologies**

Nil.

**1.3 Confirmation of Agenda**

The Committee confirmed the Agenda.

**1.4 Conflict of Interest Declaration**

Nil.

**2 Deputations and Presentations**

Nil.

**3 Confirmation of Minutes**
**3.1 Community Grants Committee Minutes 14 November 2017**

Democratic Services Manager                      1615.02

**Moved       Jones/Joyce-Paki**

*That the unconfirmed minutes of the Community Grants Committee meeting held on  
 14 November 2017 be confirmed as a true and accurate record.*

**Carried**

## 4 Policy

### 4.1 Licence to Occupy Review

Policy Analyst 5105.0

[Secretarial Note: This report was circulated under a separate cover.]

**Moved Joyce-Paki/Jones**

*That the Community Grants Committee:*

- 1 *Receives the Policy Analyst's report 'Licences to Occupy Review' report dated 08 February 2018; and*
- 2 *Believes it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with the provision of s79 of the Act determines that it does not require further information prior to making a decision on this matter; and*
- 3 *Recommends that Kaipara District Council delegates to the Community Grants Committee the authority to review and recommend amendments to the Community Assistance Policy to provide clear policy guidance for Licences to Occupy, including amendments to the standard Licence to Occupy template; and*
- 4 *Recommends that Kaipara District Council declines the request by the Dargaville Arts Association for a variation to their Licence to Occupy, as per the report 'Dargaville Arts Association Licence to Occupy Variation for Municipal Building, Dargaville' that was included in the agenda for Kaipara District Council's Ordinary meeting on 14 November 2017, as subletting is not consistent with the intended policy direction; and*
- 5 *Recommends that Kaipara District Council review the Rates Remission Policy to ensure there is consistency with the Community Assistance Policy.*

**Carried**

## 5 Closure

The meeting closed at 1.10pm

**Confirmed** .....

**Chair** .....

**Kaipara District Council  
Dargaville**



## 4 Decision



**File number:** 2109.01.05 **Approved for agenda**

**Report to:** Community Grants Committee

**Meeting date:** **23 August 2018**

**Subject:** **Extension of expenditure period for Marohemo Hall Society Incorporated**

**Date of report:** 16 August 2018

**From:** Lisa Hong, Governance Advisor

**Report purpose**  **Decision**  **Information**

**Assessment of significance**  **Significant**  **Non-significant**

### Summary

Marohemo Hall Society Incorporated has requested an extension of expenditure period for the grant received in the 2016/2017 round of the Community Assistance Grant.

### Recommendation

*That Kaipara District Council:*

- 1 *Receives the Governance Advisor's report 'Extension of expenditure period for Marohemo Hall Society Incorporated' dated 16 August 2018 and Attachments 1–2; and*
- 2 *Believes it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with the provision of s79 of the Act determines that it does not require further information prior to making a decision on this matter; and*
- 3 *Approves a nine-month extension (to 31 March 2018) of expenditure period for the \$10,598.00 granted to Marohemo Hall Society Incorporated in the 2016/2017 round of Community Assistance Grant.*

### Reason for the recommendation

To decide on the request for extension of expenditure period for a previously approved Community Assistance Grant.

### Reason for the report

To decide on the Marohemo Hall Society Incorporated's request to extend the expenditure period for their Community Assistance Grant received in August 2017.

### Background

In June, Council received a letter from the Chairperson of the Marohemo Hall Society Incorporated (Society), Bryce Aneta, requesting an extension to the expenditure period of the Community Assistance Grant that the Society, which expired on 30 June 2018 (**Attachment 1**). In further correspondence, Mr Aneta estimated that the Society would likely need further eight months, as the Society would like to carry out the works at the same time as other building works, for which they have pending application for funding with Foundation North.

The Community Grants Committee approved the capital grants funding for the Society for \$10,598.00 in May 2017. The Grant Terms and Conditions (**Attachment 2**) stipulates that *'The Organisation shall apply the Grant for the Grant Purpose and for no other purpose and will expend the Grant within the Expenditure Period unless specified otherwise on the front page of this agreement or within such extended period agreed to by the Council in writing'*.

## **Issues**

A request for an extension of expenditure period for the Community Assistance Grant must be approved in writing. The requested extension period is further eight months, or nine months past its grant expenditure term. This is a significant extension, therefore a decision is sought from the Committee.

## **Factors to consider**

### ***Community views***

The Community expects Council to use the Community Assistance Grant for the purposes stated in the policy.

### ***Policy implications***

Options in this report are not considered significant in the Council's Significance and Engagement Policy.

### ***Financial implications***

The Society will need to provide accountability reporting should the Committee approve the extension of the expenditure period. Should the Committee decline, the Society will be requested to refund the grant.

### ***Legal/delegation implications***

One of the responsibilities of the Community Grants Committee is to *'ensure that expenditure for grants and Contracts for Service are in keeping with Council policy'*. The Grant Terms and Conditions provides for the Committee to extend the expenditure period.

## **Options**

**Option A:** Approves the extension of expenditure period.

**Option B:** Declines the extension of expenditure period.

## **Assessment of options**

Option A: This would allow the Society to carry out electrical update to the Marohemo Hall, for which the Community Grant Committee approved their application.

Option B: The Grant Terms and Conditions states that if *'the Grant is not applied for the Grant Purpose for any reason or has not been expended either wholly or partially by the Organisation within the Expenditure Period or such further period agreed to by the Council the Organisation shall refund the Grant or the unexpended portion of the Grant, plus GST (if applicable), to the Council and shall in any event make such refund to the Council upon demand made by the Council'*.

**Next step**

A letter will be sent to the Society to inform them of the Committee's decision, and staff will proceed with the necessary next steps.

**Attachments**

- 1 Letter from Marohemo Hall Society Incorporated dated 26 June 2018
- 2 Grant Terms and Conditions – Marohemo Hall Society Incorporated, 2017



The Marohemo Hall Society Incorporated  
Whakapirau Rd  
Marohemo  
Maungaturoto 0583

26<sup>th</sup> June 2018

Darlene Lang  
Kaipara District Council  
Private Bag 1001  
Dargaville 0340

Dear Darlene

RE: Marohemo Hall Community Assistance Grant for electrical upgrade June 2017

We are writing to request an extension to the expenditure period which expires 30<sup>th</sup> June 2018. As we have not yet made our fundraising target to complete the required building works we have applied to Foundation North for further funding for this and are awaiting the outcome.

We will start the project as soon as we have the funds available.

Please let us know if you require any further information.

Yours faithfully



Bryce Lupton  
*Chairperson*

[bryce-aneta@hotmail.com](mailto:bryce-aneta@hotmail.com)

09 431 8565





**Grant Terms and Conditions**

**Organisation: Marohemo Hall Society**

**Grant: \$10,598.00**

**Grant Purpose: Electrical Upgrade to the Marohemo Hall**



Kaipara te Orangakui

**KAIPARA  
DISTRICT**

Two Oceans Two Harbours

## Agreement – Grant Terms and Conditions

### Parties

- 1 **Kaipara District Council** ("Council")
- 2 **Name:** Marohemo Hall Society Incorporated ("Organisation")
- Address:** 104 Marohemo Road, RD1, Maungaturoto 0583
- Telephone Number:** 021 514 328
- Email:** [bryce-aneta@hotmail.com](mailto:bryce-aneta@hotmail.com)
- Bank Account Details:** \_\_\_\_\_

### Introduction

- 1 The Council has agreed to make a grant to the Organisation the details of which are set out below:
- Grant:** \$10,598.00 plus GST (if applicable)
- Grant Purpose:** Electrical Upgrade to the Marohemo Hall
- Expenditure Period:** 1 July 2017 till 30 June 2018
- Reporting Obligation:** Yes. Accountability Report is due by 30 June 2018
- Special Terms (if any):** N/A
- 2 The Organisation accepts the Grant, will apply the Grant for the Grant Purpose and will observe, perform and be bound by the Grant Terms and Conditions attached to this agreement.

**Signed** on behalf of the Council: \_\_\_\_\_

**Name** [please print]: \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Signed** on behalf of the Organisation: \_\_\_\_\_

**Name** [please print]: \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

## Grant Terms and Conditions

**1 Payment of Grant/GST** The Council will pay the Grant to the Organisation in one sum unless otherwise specified in the Special Terms. The Grant is calculated exclusive of GST and in the event of the Grant being a taxable supply under the Goods and Services Tax Act 1985 and the Organisation being registered for GST the Grant shall be plus GST and the Organisation shall supply the Council with a valid GST invoice. The Council shall not be obliged to make any payment of the Grant plus GST unless a valid GST invoice has been provided to the Council.

**2 Application of Grant** The Organisation shall apply the Grant for the Grant Purpose and for no other purpose and will expend the Grant within the Expenditure Period unless specified otherwise on the front page of this agreement or within such extended period agreed to by the Council in writing.

**3 Reporting** If provided for on the front page of this agreement the Organisation shall report in writing to the Council when the Grant has been expended and such report shall confirm that the Grant has been expended for the Grant Purpose. The Council may require the Organisation to complete a standard reporting form and may also require the Organisation to provide the Council with any information which the Council considers is relevant to the Grant including the financial statements of the Organisation.

**4 Acknowledgement** In consideration of the Grant, the Organisation undertakes to actively acknowledge the support of the

Council in all of its correspondence, advertising or other publicity material during the Expenditure Period.

**5 Refund of Grant** In the event that the Grant is not applied for the Grant Purpose for any reason or has not been expended either wholly or partially by the Organisation within the Expenditure Period or such further period agreed to by the Council the Organisation shall refund the Grant or the unexpended portion of the Grant, plus GST (if applicable), to the Council and shall in any event make such refund to the Council upon demand made by the Council.

**6 Own Risk and Indemnity** The Organisation receives and expends the Grant at its own cost and risk in all respects and the Organisation shall at all times indemnify the Council against all claims made by any person in respect of any injury, loss, damage, penalties or other liabilities caused or suffered as a result of or arising out of any acts or omissions of the Organisation in the expending of the Grant.

**7 Liability Insurance** The Organisation shall if required by the Council take out and keep in force for not less than the Expenditure Period or such extended or further period as required by the Council a policy of public liability insurance. Such policy shall be for not less than \$1,000,000 in respect of any one single accident or event against liability for loss, damage or injury arising directly or indirectly out of the expending of the Grant. The Organisation will supply a certificate of currency to the Council upon request.

8 **Warranty** The Organisation warrants to the Council that the information set out by the Organisation in the application form on which the Council has relied in its decision to make the Grant is true and correct and will remain true and correct in all material respects at the time the Grant is actually expended.

9 **No Assignment** The Organisation will undertake the expenditure of the Grant itself and will not assign or transfer the Grant or its obligations under this agreement to any third party.

10 **Statutory Compliance** In expending the Grant the Organisation shall comply with all statutes, regulations, bylaws and authorities applicable to the application of the Grant for the Grant Purpose. The Organisation will in particular comply with the Health and Safety at Work Act 2015 and its regulations or any enactment in substitution.

11 **Relationship of Parties** Nothing expressed or implied in this agreement shall constitute either of the parties the partner, agent, legal representative, employee or officer of, or as a joint venturer with, the other party, and neither party shall make any contrary representation to any other person.

12 **Definitions** In these terms and conditions capitalised words shall have the meaning as set out in the agreement to which these terms and conditions are attached and form part of.

13 **Agreement Paramount** Any detail or provision of the agreement to which these terms and conditions are attached which is contrary to or in conflict with any provision of these terms and conditions shall prevail over these terms and conditions.

**File number:** 2109.01.02.04  
**Report to:** Community Grants Committee  
**Meeting date:** **23 August 2018**  
**Subject:** **Community Grants 2018 Applications**  
**Date of report:** 10 August 2018  
**From:** Jenny Rooney, Community Funding Co-ordinator  
**Report purpose**  **Decision**  **Information**  
**Assessment of significance**  **Significant**  **Non-significant**

**Summary**

Applications have been received from community groups seeking support from Council through the Community Assistance Policy. The purpose of this Policy is to provide clear and transparent criteria for making decisions on the allocation of Council resources, while providing an equal opportunity for any group that complies with the criteria to apply for support.

This report provides the applications to the Community Grants Committee, which has delegated authority from Council to award community grants. These decisions will be reported back to Council for information, and will be final.

Thirty-seven Community Grant applications were received and are included in the table below and in the body of this report. The total value of Community Grants applied for is \$296,796.58. There is a grants budget of \$100,000.00 that was set through the Annual Plan 2018/2019 process.

Community Grant Applicants:

Ararua Hall Committee	\$ 1,300.00
Baylys Beach Society Incorporated	\$ 2,550.00
Dargaville Arts Association	\$ 5,873.05
Dargaville Business Forum Inc	\$ 1,150.00
Dargaville Menz Shed	\$ 6,900.00
Dargaville Dalmatian Cultural Club Inc	\$ 3,299.35
Hakaru Community Hall & Domain Society Inc	\$ 2,454.91
Kaipara Arts Awards 2018 – Dargaville Community Development Board	\$ 5,037.00
Kaiwaka Primary School	\$ 14,600.00
Kaiwaka War Memorial Hall	\$ 7,000.00
Kids Can	\$ 5,000.00
Kelly's Bay Improvement society	\$ 6,700.00
Kumarani Productions Trust (AKA Circus Kumarani)	\$ 5,100.00
Linking Hands Incorporated (Health Shuttle Service)	\$ 5,500.00
Mangawhai Activity Zone Charitable Trust (MAZ)	\$ 750.00
Mangawhai Artists Incorporated (MAI)	\$ 14,205.00
Mangawhai Community Trust	\$ 37,694.70
Mangawhai Museum and Historical Society Incorporated	\$ 3,298.30
Maungaturoto Primary School - Education	\$ 8,200.00
Maungaturoto Library	\$ 1,646.40
Maungaturoto Residents Association	\$ 13,680.00
Mountains to Sea Conversation Trust	\$ 10,800.00

North Kaipara Agricultural Association Inc	\$ 2,867.64
Northern Wairoa Genealogy Society	\$ 438.88
Northern Wairoa A&P Association (Inc)	\$ 7,996.70
Paparoa Community Library Inc	\$ 12,216.08
Paparoa War Memorial hall Society Inc	\$ 3,500.00
Pouto Marine Hall Incorporated	\$ 5,000.00
Project Litefoot Trust	\$ 2,331.00
Ruawai Community Church	\$ 4,772.52
Ruawai Community Sports Club	\$ 25,429.20
Scout Association of NZ Inc - Dargaville Scout Group	\$ 2,800.00
Tangowahine School	\$ 20,015.00
The Art Studio Ruawai	\$ 600.00
The Dargaville Rugby and Sports Club Inc	\$ 7,525.85
Upper Wairoa Memorial Park Assn Inc	\$ 38,565.00
<b>Total Applied For</b>	<b>\$ 296,796.58</b>

Applicant did not meet the criteria

*Kaipara Marching Team	\$ 3,000.00
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\*After reviewing the applications, it was found that one application does not meet criteria 4.2 as they are not a legal entity, all remaining applications meet the criteria in the Community Assistance Policy.

### Recommendation

*That the Community Grants Committee:*

- 1 *Receives the Community Funding Co-ordinators report 'Community Grants 2018 Applications' dated 10 August 2018 and Attachments 1–39; and*
- 2 *Believes it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with the provision of s79 of the Act determines that it does not require further information prior to making a decision on this matter; and*
- 3 *Awards grants to agreed applications.*

### Reason for the recommendation

The applications have all been made by not-for-profit organisations and provide a community benefit that is consistent with the Community Assistance Policy.

### Reason for the report

The Community Assistance Policy provides clear and transparent criteria for making decisions on the allocation of Council resources.

Budgets have already been set through the Annual Plan 2018/2019 process, and \$100,000.00 is available for allocation.

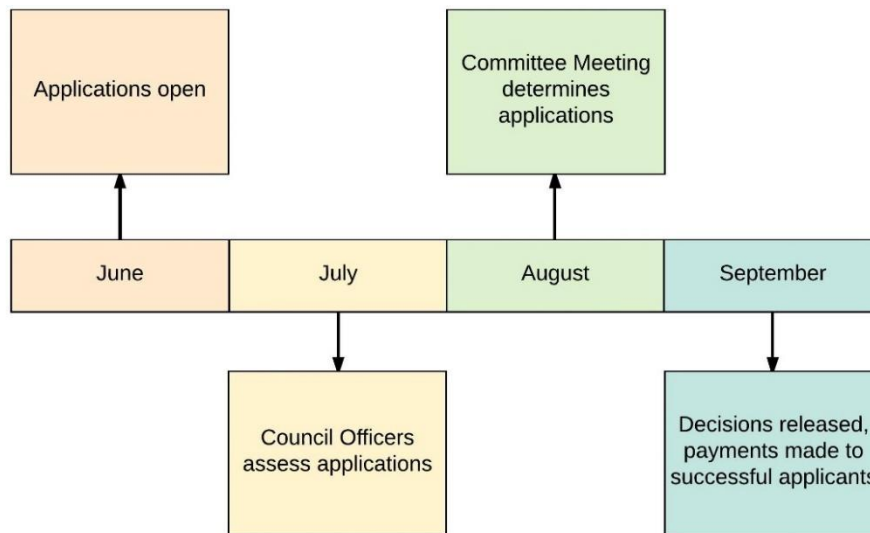
### Background

The amended Community Assistance Policy was adopted by Council in August 2017. The purpose of this Policy is to create clear guidelines and an effective process to enable Council to assist community organisations to achieve their goals.

The Community Outcomes as adopted by Council for the Long Term Plan 2018/2028 have informed the Objectives of this Policy. The Policy is intended to contribute to:

- A district with welcoming and strong communities; and
- A district with plenty of active outdoor opportunities; and
- A trusted Council making good decisions for the future.

The timeline for the Community Grants will be:



Kaipara District Council is committed to the Vision of 'Thriving Communities Working Together'. Council seeks to achieve this by assisting the community in developing and providing their own facilities and services, and building strong and welcoming communities.

Council is committed to recognising and supporting achievement; developing community leadership and self-reliance; and assisting and supporting community involvement.

This Policy ensures that Council's contributions to communities are fair, consistent and strategically aligned to Council's Vision, Community Outcomes and the purposes of local government under the Local Government Act 2002.

Agreeing that Council has a role in Community Assistance through a variety of means allows Council to play a part in helping communities to achieve their goals, where these goals are consistent with Council's strategic direction and purpose, and so developing community leadership and self-reliance, and supporting volunteerism.

There is a need for a high level of transparency and accountability for the spending of public funds. To enable this standard to be met, accountability arrangements will be documented in a formal Contract between the community organisation receiving support and Council. The agreement will be appropriate to reflect the nature and level of support given.

## Criteria

As stated in the Community Assistance Policy, the funding applications must comply with the following criteria:

- Benefit to the Kaipara, and contribute to Community Outcomes;
- Not-for-profit;
- Financial reporting - provide an audited or reviewed Statement of Financial Position;
- Central government funding – community organisation that receive the bulk of their funding from central government will not be eligible for grants;
- Health and Safety – must comply with all legislative requirements;
- Intended to make a contribution to an organisation to support Council's Community Outcomes;
- Intended to support events, services or activities that are of benefit to the community, and can demonstrate those benefits;
- These grants will be funded via the Community Assistance Grants budget; and
- Can be for operational costs or capital projects.

After reviewing the applications, one application did not criteria 4.2 as they are not a legal entity, all remaining applications meet the criteria in the Community Assistance Policy.

## Community Grant Applicants:

Ararua Hall Committee	\$ 1,300.00
Baylys Beach Society IncorporatedS	\$ 2,550.00
Dargaville Arts Association	\$ 5,873.05
Dargaville Business Forum Inc	\$ 1,150.00
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Dargaville Dalmatian Cultural Club Inc	\$ 3,299.35
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Paparoa War Memorial hall Society Inc	\$ 3,500.00



Pouto Marine Hall Incorporated	\$ 5,000.00
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Ruawai Community Church	\$ 4,772.52
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Scout Association of NZ Inc - Dargaville Scout Group	\$ 2,800.00
Tangowahine School	\$ 20,015.00
The Art Studio Ruawai	\$ 600.00
The Dargaville Rugby and Sports Club Inc	\$ 7,525.85
Upper Wairoa Memorial Park Assn Inc	\$ 38,565.00
<b>Total Applied For</b>	<b>\$ 296,796.58</b>

## Factors to consider

### *Community views*

Community Grants do not require public feedback under the Community Assistance Policy.

### *Policy implications*

Determining Community Grant applications is following the process under the Community Assistance Policy.

### *Financial implications*

There is a limited budget for Community Grants that will not be exceeded.

### *Legal/delegation implications*

There are no legal or delegation implications for Council when determining Community Grant applications.

## Options

There is one option.

**Option A:** Awards grants to agreed applications.

## Assessment of options

The Community Grants Committee has full discretion to consider and approve the Community in line with the criteria of the Community Assistance Policy.

## Assessment of significance

This report is not considered to trigger Council's Significance and Engagement Policy.

## Recommended option

The recommended option is **Option A**.


## Next step

Notify applicants of the Community Grants of the outcome of their applications.

## Attachments

- 1 [Community Assistance Policy](#)
- 2 2017/2018 Grant Outcomes
- 3 Criteria Assessment
- 4 Committee Assessment Sheet

- 5 Ararua Hall Committee
- 6 Baylys Beach Society Incorporated
- 7 Dargaville Arts Association
- 8 Dargaville Business Forum Inc
- 9 Dargaville Menz Shed
- 10 Dargaville Dalmatian Cultural Club Inc
- 11 Hakaru Community Hall & Domain Society Inc
- 12 Kaipara Arts Awards 2018 – Dargaville Community Development Board
- 13 Kaiwaka Primary School
- 14 Kaiwaka War Memorial Hall
- 15 Kids Can
- 16 Kelly's Bay Improvement Society
- 17 Kumarani Productions Trust (AKA Circus Kumarani
- 18 Linking Hands Incorporated (Health Shuttle Service)
- 19 Mangawhai Activity Zone Charitable Trust (MAZ)
- 20 Mangawhai Artists Incorporated (MAI)
- 21 Mangawhai Community Trust
- 22 Mangawhai Museum and Historical Society Incorporated
- 23 Maungaturoto Primary School – Education
- 24 Maungaturoto Library
- 25 Maungaturoto Residents Association
- 26 Mountains to Sea Conversation Trust
- 27 North Kaipara Agricultural Association Inc
- 28 Northern Wairoa Genealogy Society
- 29 Northern Wairoa A&P Association (Inc)
- 30 Paparoa Community Library Inc
- 31 Paparoa War Memorial Hall Society Inc
- 32 Pouto Marine Hall Incorporated
- 33 Project Litefoot Trust
- 34 Ruawai Community Church
- 35 Ruawai Community Sports Club
- 36 Scout Association of NZ Inc - Dargaville Scout Group
- 37 Tangowahine School
- 38 The Art Studio Ruawai
- 39 The Dargaville Rugby and Sports Club Inc
- 40 Upper Wairoa Memorial Park Assn Inc

 <b>KAIPARA DISTRICT</b> <small>THE OCEANS THE HARBOURS</small>	<b>Title of Policy</b>	Community Assistance Policy		
	<b>Sponsor</b>	General Manager Community	<b>Adopted by</b>	Council
	<b>Author</b>	Natalie Robinson/Darlene Lang	<b>Date adopted</b>	14 August 2017
	<b>Type of Policy</b>	Community Assistance	<b>Last review date</b>	August 2017
	<b>File Reference</b>	2109.01	<b>Next review date</b>	August 2020

Document Control			
Version	Date	Author(s)	Comments
1 <sup>st</sup> Commenced	14 August 2017	Natalie Robinson and Darlene Lang	Approved by Council
1.0			

## 1 Purpose

The purpose of this Policy is to create clear guidelines and an effective process to enable Council to assist community organisations to achieve their goals.

## 2 Objectives

The Community Outcomes as adopted by Council for the Long Term Plan 2018/2028 have informed the Objectives of this Policy. The Policy is intended to contribute to:

- A district with welcoming and strong communities; and
- A district with plenty of active outdoor opportunities; and
- A trusted Council making good decisions for the future.

## 3 Background

Kaipara District Council is committed to the Vision of 'Thriving Communities Working Together'. Council seeks to achieve this by assisting the community in developing and providing their own facilities and services, and building strong and welcoming communities.

Council is committed to recognising and supporting achievement; developing community leadership and self-reliance; assisting and supporting community involvement.

This Policy ensures that Council's contributions to communities are fair, consistent and strategically aligned to Council's Vision, Community Outcomes and the purposes of local government under the Local Government Act 2002.

### 3.1 Other Funding Options

This Policy is an umbrella framework that allows Council to consider requests for assistance under a number of separate schemes. Council also administers funding under the Mangawhai Endowment Lands Account (MELA) Policy. An application under this Policy may, if it meets the assessment criteria, be encouraged to apply under the MELA Policy. Council also administers a Rates Remission Policy which community groups may apply for. Community organisations can apply for Council's community facilities insurance, which may provide them with a reduced premium (community organisations must meet their own insurance costs).

The Northern Wairoa War Memorial Hall (also known as Dargaville Town Hall) is available at a discounted rate to community groups. Please Contact Council's administration department for further details and bookings.

Council administers a number of other funds, on behalf of other organisations who elect their own decision-makers, which assist specific community purposes, such as the Rural Travel Fund and the Creative Communities grants.

Council can provide letters of support to community organisations seeking alternative funding sources. This role is delegated to the Mayor to sign off individual requests.

Council’s website ( [www.kaipara.govt.nz](http://www.kaipara.govt.nz) ) is updated regularly to provide information on other funding sources community organisations may be eligible for. Council officers are available to assist community organisations both under this Policy and other funding options. This may include helping source and apply for funding, as well as general advice and navigation of Council services.

**3.2 Fund Distribution**

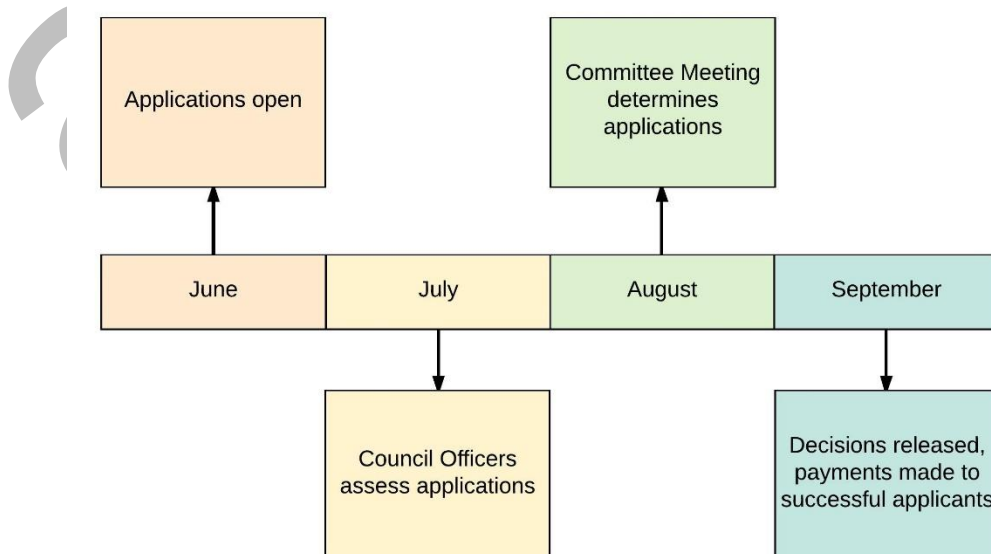
There is a need for a high level of transparency and accountability for the spending of public funds. To enable this standard to be met, accountability arrangements will be documented in a formal Contract between the community organisation receiving support and Council. The agreement will be appropriate to reflect the nature and level of support given.

Funding will be implemented through a Contract which will outline:

- The purpose for which the funding was provided;
- The conditions attached to the funding;
- Accountability requirements, including the methods to report back on the use of the funds;
- The steps Council will take if progress is not as planned.

**3.3 Timing of Applications**

The timing of community grants will be matched with the planning and budgeting cycles of the Council. Council will call for applications in June, and release decisions by September. Licences to Occupy and Contracts for Service may be applied for at any time, and will be considered by Council officers.



Decisions on Community Grant applications will be made by the Community Assistance Committee, who has delegated authority from Council to make decisions on applications. These decisions will be reported back to Council, and will be final. All Grants, new Licences to Occupy and Contracts for Service entered into during the year will be reported in the Annual Report for that year.

Application forms will be made available on Council's website and at Council offices when the funding round opens.

#### **4 General Assessment Criteria**

Council will consider the following when assessing applications received for Community Assistance. These are general criteria which community organisations applying for support need to demonstrate in their applications.

##### **4.1 *Benefit to the Kaipara, and contribute to Community Outcomes***

Kaipara District Council will provide assistance to community organisations as resources allow, and where this helps achieve the priorities specified in Council's Long Term Plan, the district's specified Community Outcomes and is not inconsistent with any other Council policies or plans.

Community assistance will be for organisations providing services or activities within the Kaipara district. Applications will be considered on merit and benefit to the community and/or the natural environment. Applications should be for services or projects not already provided by another group or agency.

##### **4.2 *Not-for-Profit***

Council will only provide assistance to legally constituted not-for-profit entities, and there should be a volunteer component to the service.

##### **4.3 *Financial Reporting***

All applications must be accompanied by an audited or reviewed Statement of Financial Position for the previous financial year, and a budget projection for the next financial year.

##### **4.4 *Central Government Funding***

Community organisations that receive the bulk of their funding from central government will not be eligible for grants.

##### **4.5 *Health and Safety***

Applicants must comply with all legislative requirements.

##### **4.6 *Acknowledgement***

All successful applicants must acknowledge the support of Kaipara District Council on any correspondence, advertising or other publicity material.

#### 4.7 Accountability Requirements

All recipients under this Policy are required to enter into an Agreement or Contract with Council that outlines the terms and conditions of the approved assistance. Funds will not be provided until both parties have signed the Agreement or Contract, which will outline, among other obligations:

- The purpose and conditions of the assistance;
- Accountability requirements, as determined by the level of assistance required.

#### 5 Specific Assessment Criteria for Funding Mechanisms

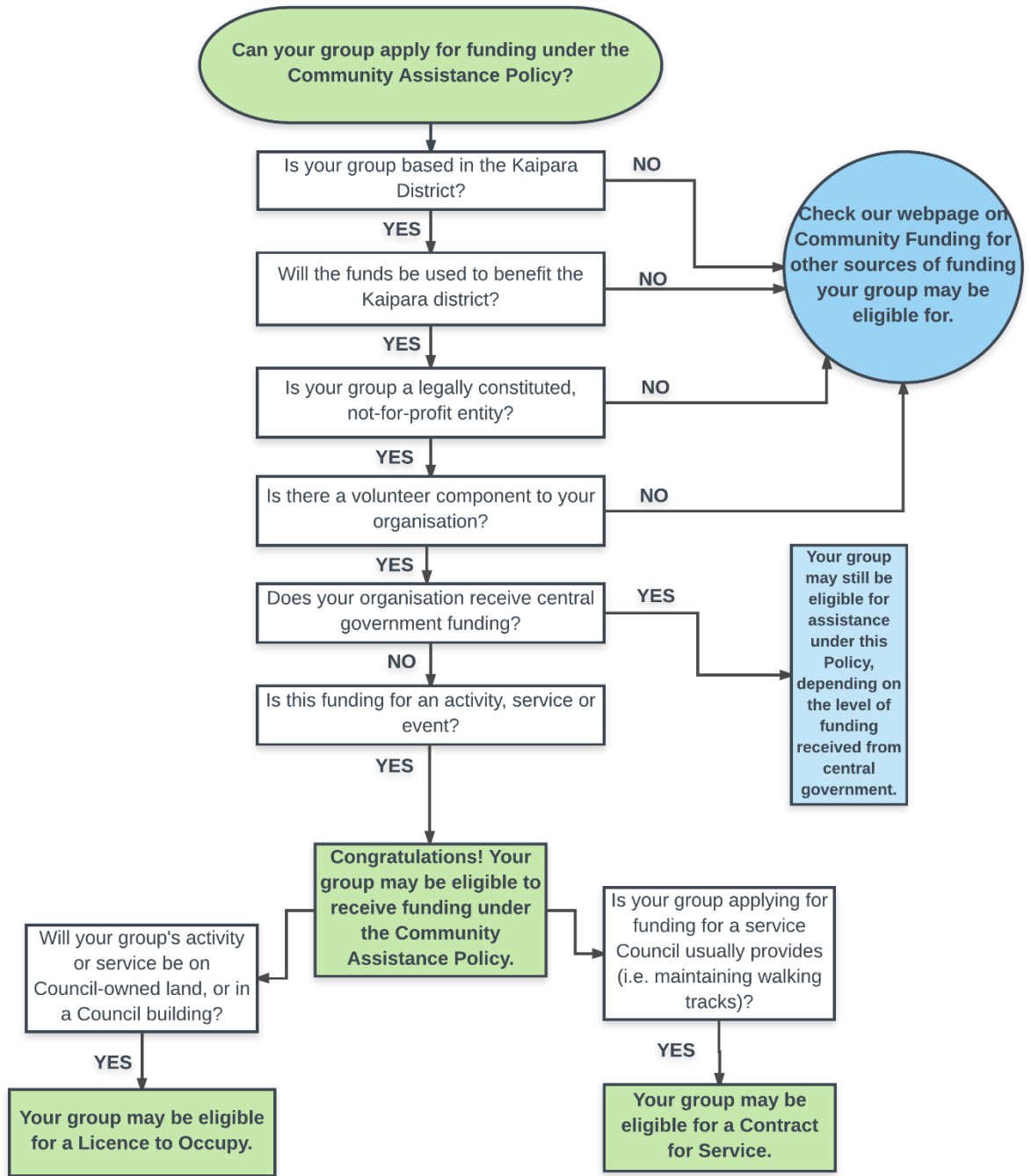
Funding Mechanism	Specific Assessment Criteria for Funding Mechanisms
<b>Community Grants</b>	<ul style="list-style-type: none"> <li>• Intended to make a contribution to an organisation to support Council's Community Outcomes;</li> <li>• Intended to support events, services or activities that are of benefit to the community, and can demonstrate those benefits;</li> <li>• These grants will be funded via the Community Assistance Grants budget;</li> <li>• Can be for operational costs or capital projects;</li> <li>• Applications will be called for in June of each year.</li> </ul>
<b>Building and Resource Consents</b>	<ul style="list-style-type: none"> <li>• Intended to contribute to the costs incurred by community organisations through the resource and building consent processes where Council's Community Outcomes and the general assessment criteria are met;</li> <li>• The maximum grant payable for either a resource or building consent will be \$3,000;</li> <li>• Community organisations will be provided with free process guidance with consenting staff to a maximum of four hours per application, if required;</li> <li>• These grants will be administered as part of Council's operational budget;</li> <li>• Activity Managers will report quarterly to Council on all Expressions of Interest and applications made under this scheme.</li> </ul>
<b>Contract for Service</b>	<ul style="list-style-type: none"> <li>• Intended to fund a community group for delivery of a service which councils generally undertake, that provides benefit to the community and is available to members of the public e.g. maintenance of walking tracks, public toilets, provision of community libraries;</li> <li>• A Contract for Service can be applied for at any time;</li> <li>• Contracts for Service will be considered by Council officers, and either approved OR declined by an Activity Manager, depending on the type and level of service being offered, and available budget:</li> </ul>

	<ul style="list-style-type: none"> <li>○ If approved, they will be administered as part of Council's operational budget;</li> <li>○ If <u>declined</u>, the organisation will be encouraged to apply (if eligible) for the next round of Community Grants funding through this Policy, or referred to other funding sources;</li> <li>○ The Activity Manager may be constrained from approving a Contract for Service, if the budget does not currently exist. The Activity Manager would then consider seeking an increase to their budget for the next planning and budgeting cycle.</li> <li>● Activity Managers will report to Council quarterly on all Expressions of Interest and applications.</li> </ul>
<p><b>Licence to Occupy</b></p>	<ul style="list-style-type: none"> <li>● This is an agreement for a not-for-profit community organisation to locate in or use Council-owned land, or a Council-owned building;</li> <li>● The facilities and activities of the organisation applying for a Licence to Occupy must be available to members of the public;</li> <li>● Applicants must demonstrate the organisation has the resources or ability to establish and operate on the land or in the building they have been granted the licence over;</li> <li>● A Licence to Occupy can be applied for at any time. Given the time and investment needed to comply with the conditions, an agreement in principle (Development Agreement) may be initially entered into;</li> <li>● Council will use a standard formal licence it has developed, which includes an accountabilities requirement clause and default/termination clause; and</li> <li>● Organisations are eligible to apply for other forms of Community Assistance, provided they comply with the specific criteria for each category.</li> </ul>

**6 Exceptions**

This Policy is not intended to fund applications for:

- Wages;
- Benefits to individuals;
- Central government funded services;
- Welfare services;
- Religion. This does not preclude religious organisations from applying, if they would otherwise meet the criteria in this Policy;
- Repaying or servicing debts;
- Projects which seek to redistribute funding to others.





<b>Community Grants Applicants - Successful</b>	<b>2017/2018</b>
Arapohue Tennis Club - repaint line on tennis courts	\$2,550.00
Dargaville Community Development Board - contribute to CCTV infrastructure	\$31,955.95
Northern Wairoa A&P Association (Inc) - repairs & upgrade shearing shed complex at showgrounds	\$1,587.14
Northland Field Days Inc – furnish new administration/meeting building	\$7,283.40
NW Maori Maritime & Pioneer Museum Society Inc – Insurance costs	\$10,488.72
Taipuha Hall Society (Inc) – repairs & replacement of existing roof	\$5,134.79
<b>Total</b>	<b>\$59,000.00</b>

<b>2017/2018 Applicants - Unsuccessful</b>	<b>Reason</b>
Dargaville Friendship Club	
Greenways Community Centre – Wednesday Crafts	Did not fit criteria
Hakaru Pony Club	
Kaiwaka Sports Association	Withdrawn as did not fit criteria
Mangawhai Library Hall Committee	Redirected to MELA
Mangawhai Museum	Redirected to MELA
Pouto Landcare	Did not meet criteria – redirect to NRC Environ Fund
The Kauri Coast Promotional Society	

ORGANISATION	Benefit to Community	Not for profit/Legal Entity	Quote supplied/evidence of cost	Financials	Not Govt Funded	Supports a Community Outcome			Supports events, services or activities	Operational or Capital
						Welcoming and strong	Active Outdoor Opportunities	Trusted Council making good decisions		
Ararua Hall	Y	Y	Y	Y		Y		Y	Y	O
Baylys Beach Society Incorporated	Y	Y	Y	Y		Y	Y	Y	Y	C
Dargaville Arts Association (DAA)	Y	Y	Y	N		Y	Y	Y	Y	C
Dargaville Business Forum Inc	Y	Y	Y	Y		Y	N	Y	Y	O
Dargaville Menz Shed	Y	Y	Y	Y		Y	N	Y	Y	O
Dargaville Dalmation Cultural Club Inc	Y	Y	Y	Y		Y	Y	Y	Y	O
Hakaru Community Hall & Domain Society Inc	Y	Y	Y	Y		Y	N	Y	Y	O
Kaipara Arts Awards 2018 Dargaville Community Development Board	Y	Y	Y	Y		Y	N	Y	Y	O
Kaiwaka Primary School - Kapa Haka Group	Y	Y	Y	Y		Y	Y	Y	Y	C
Kaiwaka War Memorial Hall	Y	Y	Y	Y		Y	N	Y	Y	C
Kids Can	Y	Y	Y	Y	Y	Y			Y	C
Kellys Bay Improvement Society	Y	Y	Y	Y		Y	Y	Y	Y	C
Kumarani Productions Trust (AKA Cicrus Kumarani)	Y	Y	Y	Y	Y	Y	Y	Y	Y	O
Linking Hands Incorporated (Health Shuttle Service)	Y	Y	Y	Y		Y	Y	Y	Y	O
Mangawhai Activity Zone (MAZ)	Y	Y	Y	Y		Y	Y	Y	Y	O
Mangawhai Artists Incorporated (MAI)	Y	Y	Y	Y	Y	Y		Y	Y	C
Mangawhai Community Trust	Y	Y	Y	Y		Y		Y	Y	C
Mangawhai Museum and Historical Society Inc	Y	Y	Y	Y		Y		Y	Y	O
Maungaturoto Primary School - Education	Y	school	Y	Y	Y	Y	Y			O
Maungaturoto Library	Y	Y	Y	Y		Y		Y	Y	O
Maungaturoto Residents Association	Y	Y	Y	Y		Y	Y	Y	Y	C
Mountains to Sea Conversation Trust	Y	Y	Y	Y	Y	Y	Y	Y	Y	O
North Kaipara Argicultural Association Inc	Y	Y	Y	Y		Y	Y	Y	Y	O
Northern Wairoa Geneology Society	Y	Y	Y	Y		Y		Y	Y	O
Northern Wairoa A&P Association (Inc)	Y	Y	Y	Y		Y	Y	Y	Y	C
Paparoa Community Library Inc	Y	Y	Y	Y		Y		Y	Y	C
Paparoa War Memorial hall Society Inc	Y	Y	Y	Y		Y		Y	Y	C
Pouto Marine Hall Incorporated	Y	Y	Y	Y		Y	Y	Y	Y	C
Project Litefoot Trust	Y	Y	Y	Y		Y	Y	Y	Y	O
Ruawai Community Church	Y	Y	Y	Y		Y		Y	Y	C
Ruawai Community Sports Club	Y	Y	Y	Y		Y	Y	Y	Y	C
Scout Association of NZ Inc - Dargaville Scout Group	Y	Y	Y	Y		Y	Y	Y	Y	O
Tangowahine School	Y	school	Y	Y	Y	Y	Y	Y	Y	C
The Art Studio Ruawai	Y	Y	N	N	N	Y		Y	Y	O
The Dargaville Rugby and Sports Club Inc	Y	Y	Y	Y		Y	Y	Y	Y	O
Upper Wairoa Memorial Park Assn Inc	Y	Y	Y	Y		Y	Y	Y	Y	C
Kaipara Marching Team - Does not meet criteria	Y	N	N	N		Y	Y		Y	

**Community Grants**

Organistaton	Amount applied for	Proposal	Criteria Y/N	Approved/Declined	Amount Approved	Accountability Report Recd	Comments
Ararua Hall Committee	1,300.00	Cost of Insurance premium					
Bayleys Beach Society Incorporated	2,550.00	Five wooden bench seats for installing along the Bayleys Beach cliff top walk. Also for printing of a quarterly Community Newsletter					
Dargaville Arts Association	5,873.05	The Dargaville Arts Association Wearable Arts division are hosting the Dargaville Wearable Arts Extravaganza Show in September. This year, the show is going to be bigger and better and to this end we require truss mounted LED screens with video equipment and operators to allow the audience, participants and supporters to engage fully in the show					
Dargaville Business Forum Inc	1,150.00	For cleaning and repair of the four sets of flags which are displayed in Victoria Street throughout the year. Within each set there are 14 individual flags which are installed in pairs on seven sites along with Victoria Street. The flag sets are for Christmas, Northland Field Days, Anzac Day and community groups for use at other times of the year.					
Dargaville Menz Shed	6,900.00	For funding to reduce the monthly rental burden, which would enable them to add money to their building fund, as our aim is to erect a purpose built new building.					
Dargaville Dalmation Cultural Club Inc	3,299.35	We are hosting an event celebrating 160 years since the first Dalmation immigrant arrived and settled in NZ. This event is planned to be held on 10 November 2018 at Harding Park Pou Tu Te Rangī, and will include the Museum and the Vintage Machinery Club. The other Dalmation Clubs will also be attending - Kaitiā, Whangarei and Auckland. Performances will in the Lighthouse Function Centre, and the marquee will be for seated food service. For this event we wish to hire from Cowleys a marquee, chairs and cutlery					
Hakaru Community Hall & Domain Society Inc	2,454.91	For Hall insurance and replace stove in Hall kitchen.					
Kaipara Arts Awards 2018 (are being umbrellaed by the Dargaville Community Development Board)	5,037.00	Once a year the Dargaville Art Association and Mangawhai Artists co host the Kaipara Art Awards. This year we are requesting funding to help advertise and promote our awards.					
Kaiwaka Primary School	14,600.00	To replace, replenish and increase the piupiu that we need for our very active Kapa Haka group. Our present piupiu were gifted to us from another school over 20 years ago, and they are coming to the end of their viable life. Our school roll has doubled recently and over 95% of the students elect to belong to the kapa Haka Group and actively learn Te Reo and Tikanga. We wish to purchase authentic, new top quality costumes for both boys and girls that will last well into the future.					
Kaiwaka War Memorial Hall	7,000.00	We like to continue upgrading the community Hall and the project that's urgent now is to restore the damaged and very "tired" looking Matai Floor, 200sqmetre, the damaged patches are becoming an issue, re safety and we have been advised that it is very worthwhile restoring it.					
Kids Can	5,000.00	Funding to purchase raincoats for disadvantaged children who attend KidsCan partner schools in the Kaipara region					
Kellys Bay Improvement society	6,700.00	To complete the current "working section" of the gabeons so protection is given to the original gabeons and the foreshore.					
Kumarani Productions Trust (AKA Circus Kumarani)	5,100.00	Operational cost for hall hire and photocopying					
Linking Hands Incorporated (Health Shuttle Service)	5,500.00	Require vehicle maintenance towards covering costs for seven vehicles for a year of WOFs, Regos and Servicing.					
Mangawhai Activity Zone Charitable Trust (MAZ)	750.00	For annual maintenance of our artificial surfaces at our park mainly being the Tennis court and the impact areas of our outdoor gym					
Mangawhai Artists Incorporated (MAI)	14,205.00	MAI rents a small Gallery building from the publicly-owned Library Hall. To assist in the costs of extending this building under existing use rights with Council consents, to add space, install an accessible toilet and improve functionality.					
Mangawhai Community Trust	37,694.70	Upgrade of Mangawhai gymnasium. Separation of area to include two more rooms so more community members can use the facility at one time. Flooring, lighting, a new roof, painting, security system, extension of the kitchen area and new kitchen appliances, benches and cupboards	Hall to be returned to school BOT end of 2018				
Mangawhai Museum and Historical Society Incorporated	3,298.30	Seeking funding for a portion of the annual building and grounds maintenance costs at Mangawhai Museum. The building requires ongoing maintenance which our aging volunteer population often finds difficult to keep up with. Much of this work also requires specialist attention that our volunteers cannot provide.					
Maungaturoto Primary School - Education	8,200.00	For felling and ringing large macrocarpa and pine trees, munching foliage, removal of pivot. Objective is to restore the waterway at the southern end of the school property. To create a free flowing fresh water stream habitat that is safe. To do this dangerous and overgrown trees and large weeds need to be removed by an arborist as it is too dangerous for us to do it.	School				
Maungaturoto Library	1,646.40	(a) Public Liability insurance (b) Travel allowance: Whangarei large print book exchange, Kerikeri, Dargaville					
Maungaturoto Residents Association	13,680.00	To build a Childrens Bike Track on the Maungaturoto View St Reserve which we have a License to occupy for. The bike track will incorporate road markings and road signs and will help to educate childre about road safety at a young age in a fund way. We also plan to fully fence the reserve for safety sake.					
Mountains to Sea Conversation Trust	\$10,800.00	Provide the Kai Iwi Lakes Open Day event on Northland Anniversary weekend in January 2019					
North Kaipara Argicultural Association Inc	2,867.64	To purchase a laptop computer and office programme, a printer and a stapler and cartridges and staples for it.					
Northern Wairoa Geneology Society	438.88	To purchase copy paper and toner cartridges for Brother print and copier					

Northern Wairoa A&P Association (Inc)	7,996.70	To replace our half share of a boundary fence on a fairly steep piece of land at our showgrounds, measuring 132 metres long. There are five large pine trees on the fenceline to be removed, plus associated rubbish to be cleared from the area and fenceline in preparation for a fencing contractor to erect a new wire and battened fence					
Paparoa Community Library Inc	12,216.08	Funding for new shelving for library as we have had to pack up and leave our present area of the building and reinstate the library in a new area which is smaller and will require a change of shelving as dimensions have all changed.					
Paparoa War Memorial hall Society Inc	3,500.00	To reglaze the matai floor of the main hall and re-apply Badminton courts lines					
Pouto Marine Hall Incorporated	5,000.00	To buy native plants for riparia planting of lakes, Lake Kanonoe and Pouto dune lakes					
Project Litefoot Trust	2,331.00	To contribute towards material costs, administration, and travel expenses to implement the LiteClub programme into three community sports clubs in the Kaipara District. This is the shortfall that is required for this projects total cost is \$9,316.00.					
Ruawai Community Church	4,772.52	The TOTS group has an exercise component, which is delivered via DVD. We are currently running the DVD through a television, but due to size of the group and the sight and hearing impairments that many of our elderly encounter, we would like to purchase a projector and sound system to project the image onto the front wall so more of our group can see and hear the video instruction.					
Ruawai Community Sports Club	25,429.20	Funding to Update and replace broken and unsafe furniture, replace old, worn and water damaged carpet with practical carpet tiles and provide appropriate safety matting to entrance ways.					
Scout Association of NZ Inc - Dargaville Scout Group	2,800.00	Insurance premium cost for the Scout Hall situated at 23 Onslow Street, Dargaville					
Tangowahine School	20,015.00	For swimming pool, fence and path					
The Art Studio Ruawai	600.00	To hold a workshop in the art of using painting mediums	Creative communities grant				
The Dargaville Rugby and Sports Club Inc	7,525.85	To help cover electricity costs					
Upper Wairoa Memorial Park Assn Inc	\$38,565.00	Require help to do some major maintenance work that has become urgent as the roof over the squash courts is leaking and doing damage to floor and ceiling. Also the lino in the kitchen is reaching the end of its life and needs replacing.					
Kaipara Marching Team	3,000.00	Travelling expenses when our club travels to other centres for competition. We take the community vehicles but need funds for fuel and accommodation	Does not meet the criteria Not a legal entity				
<b>Total applied for</b>	<b>\$299,796.58</b>						

**File number:** 5105.09.02 **Approved for agenda**   
**Report to:** Community Grants Committee  
**Meeting date:** **23 August 2018**  
**Subject:** **Licence to Occupy Review**  
**Date of report:** 10 August 2018  
**From:** Jenny Rooney, Community Funding Co-ordinator  
**Report purpose**  **Decision**  **Information**  
**Assessment of significance**  **Significant**  **Non-significant**

### Summary

A review of the Licences to Occupy and Leases was requested by the Community Grants Committee in February 2018. This report includes a Licence to Occupy review spreadsheet (Attachment 1) and recommendations for changes to be made to the Community Assistance Policy and templates.

### Recommendation

*That Kaipara District Council's Community Grants Committee:*

- 1 *Receives the Community Funding Co-ordinators Report 'Licence to Occupy Review' dated 10 August 2018; and*
- 2 *Believes it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with the provision of s79 of the Act determines that it does not require further information prior to making a decision on this matter; and*
- 3 *Notes that staff will amend the Licence to Occupy Template; and*
- 4 *Notes that staff will continue converting historical Leases to the Licence to Occupy; and*
- 5 *Notes that staff will develop and implement a robust monitoring programme.*

### Reason for the recommendation

The report provides an update on the Licences to Occupy and Leases and identifies processes and procedures which need to be amended and developed to streamline the process.

### Reason for the report

The report provides an update to the Committee on the review of the Licences to Occupy and Leases that are currently administered by Council.

### Background

The 28 February 2018 Council meeting resolved the following:

*Delegates to the Community Grants Committee the authority to review and recommend amendments to the Community Assistance Policy to provide clear policy guidance for Licences to Occupy, including amendments to the standard Licence to Occupy template.*

A stocktake and review of all the Leases and Licences to Occupy has been completed. Table One below shows all of those organisations with a Lease, or Licence to Occupy or Development Agreement.

Table One: Organisations with agreements

Mangawhai Heads Life Saving Club	Lease
Dargaville Arts Association Inc	Licence to Occupy
Dargaville Bridge Club Inc	Lease
Dargaville Community Cinema	Licence to Occupy
Kaipara Vintage Machinery Club	Sub-lease
Kaiwaka Sports Association	Lease
Kauri Coast Recreational Society Inc	Development Agreement
Mangawhai Historical Society	Lease
Mangawhai Activity Zone	Licence to Occupy
Mangawhai Surf Lifesaving Club and Mangawhai Fishing & Boating Club	Lease
Maungaturoto Residents Association	Development Agreement
Maungaturoto Hall – Centennial Building	Lease
Dargaville Aero Club	Lease
Northern Wairoa Boating Club	Licence to Occupy
Northern Wairoa Gun Club	Lease
Northern Wairoa Soccer Club	Lease
Matakohe Kauri Museum	Lease
Northern Wairoa Maori Maritime & Pioneer Museum	Licence to Occupy
Northland Kindergarten Association Inc	Lease
Pahi Regatta Club	Lease
Pahi Reserves Society	Licence to Occupy
Paparoa A&P Society	Licence to Occupy
Hakaru Pony Club	Licence to Occupy
Riverside Gardens Taha Awa	Lease
Ruawai Promotions & Development Group Inc	Licence to Develop
Mangawhai Senior Citizens Association (Incorporated)	Lease
The Upper Wairoa Memorial Park Assn – Tangiteroria Sports Complex	Lease
Tinopai Community Hall	Lease
Whakapirau Tennis	Lease
Matakohe Hall	Lease
Paparoa War Memorial Hall Society	Lease
Pouto Marine Hall Inc	Licence to Occupy
Hakaru Community and Domain Society Inc	Lease

## Review

There are 33 agreements, 21 of these are historic Leases and 12 are created using the new Licence to Occupy agreement created in 2011. Attachment 1 shows all of the agreements providing further detail. The community Leases and Licences to Occupy are managed by the Community Team.

Since inception the Licences to Occupy have been managed well and are fairly consistent. This review has highlighted, however, that historic Leases are inconsistent, creating anomalies in how groups and agreements are treated. To remedy this, as the 21 historic Leases expire, they will be converted to the new standardised Licence to Occupy.

The review has also highlighted actions that will improve consistency, listed below:

- Conduct a review of all rents, terms and outgoing expenses such as insurances and rates;
- Introduce a robust monitoring programme. This will be developed to ensure Leases and Licences to Occupy are meeting the Key Performance Indicators, contract and accountability requirements. This will enable Council staff to ensure processes are in place to identify Leases or Licences to Occupy about to expire, as well as Development Agreements nearing completion and needing to be changed over to a Licence to Occupy;
- Review and recommend minor amendments to the Community Assistance Policy to improve consistency.
- Review and make minor amendments to the Licence to Occupy template.

As always there will be the case by case exemptions and they will be presented to Council for approval, as is the case with all Licences to Occupy.

## **Factors to consider**

### ***Community views***

The community would have clear and consistent communication with Council staff to ensure a more seamless process when entering into or reviewing existing Leases or Licences to Occupy.

### ***Policy implications***

The policy criteria fits within Council's existing systems and processes; however, some extra templates will need to be developed to include a monitoring programme.

### ***Financial implications***

There needs to be guidelines in the policy around this to provide consistency.

### ***Legal/delegation implications***

There are no legal implications, though we will seek legal assistance when reviewing the templates.

## **Options**

**Option A:** The Committee receives the report and approves Council staff to continue with the recommended changes.

**Option B:** The Committee does not receive the report and does not approve Council staff to make changes.

## **Assessment of options**

Option A: By approving the report this allows Council Staff to move forward to develop monitoring processes, amend templates and review the Community Assistance Policy.

Option B: By not approving the report this does not allow Council Staff change documents as recommended.

## **Assessment of significance**

The report is to update and inform the Committee of the review and is therefore of low significance.

### **Recommended option**

The recommended option is **Option A**.

### **Next steps**

Assuming approval, the following are the next steps:

- Staff will review the Community Assistance Policy and provide to the next Committee meeting to recommend to Council;
- Staff will review and amend the Licence to Occupy template and develop a robust monitoring programme.

### **Attachment**

- [Licence to Occupy Stocktake](#)
- Licence to Occupy Template



Licence to Occupy Stocktake

Group/Body Name/Contact Details	Lease or Licence to Occupy	Address for Licence/Lease	Status of Organisation	Deed of Variation of Licence/Lease	Term	Right of renewal	Rent Payment	Rent Review	Rates	Insurances Responsibility	Utilities	Subletting
Mangawhai Heads Life Saving Club	Lease	Mangawhai	Incorporated Society	None	18/07/2011 - 18/07/2021	One further term of 10 years	\$700.00 per annum + GST	5 yearly	Kaipara District Council	Material Damages & Public Liability - \$2million Organisation's responsibility	Organisation's responsibility	No provision in the lease
Dargaville Arts Association Inc.	Licence to Occupy	Dargaville	Inc. Society Registered	None	30 June 2016 - 30 June 2031	First right of refusal for a 15 year extension.	\$1.00 per annum + GST.	At commencement of any extension of the term	Kaipara District Council	Material Damages & Public Liability - \$2million Organisation's responsibility	Organisation's responsibility	No provision in the Licence to Occupy
Dargaville Bridge Club Inc	Lease	Memorial Park, Logan Street, Dargaville	Inc Society	Yes	01 July 2014-01 July 2024	No right of renewal	\$5.00 per annum + GST.	1st July 2009, 2014, 2019	Organisation's responsibility	Material Damages & Public Liability - Kaipara District Council	Organisation's responsibility	No provision in the lease
Dargaville Community Cinema	Licence to Occupy	37 Hokianga Road, Dargaville	Charitable Trust	None	01/11/2012-01/11/2021	10 Years	\$12,200 per annum + GST	4 yearly	All rates, charges, water and power chargers and other outgoings as mutually agreed between parties payable in respect of the Cinema Space.	Material Damages & Public Liability - Kaipara District Council/DCCCT	Organisation's responsibility (metred)	No provision in the lease
Kaipara Vintage Machinery Club	Sub-lease between Northern Wairoa Maori Martitime/Pioneer Museum and the Kaipara Vintage Machinery Club.	Harding Park	Inc. Society Registered Charitable Entity	None	August 2006 - August 2026	One (1) right of renewal for an additional 20 years from 01-Sep-26	\$1.00 per annum+GST		N - other than service charges for sewerage and water.	Public Risk Insurance Amount - minimum \$1million.	The Organisation shall pay all outgoings direct or otherwise as the Council directs and in respect of the Land, excluding the improvements, shall pay a proportion of such outgoings as are apportioned by the Council, which may include outgoings which are shared with other organisations or persons.	No provision in the lease
Kaiwaka Sports Association	Lease	Gibbons Road, Kaiwaka	Inc Society A.1977/148	Renewal of lease under negotiation	1/12/1979 - 1/12/2012	One further term of 33 years	\$200.00 pa		Kaipara District Council	\$2million Public Liability undertaken by the Organisation	No mention of utilities in the current lease	No provision in the lease
Kauri Coast Recreational Society Inc.	Development Agreement	Memorial Park, Logan Street, Dargaville	Inc. Society	N/A	Licence to Occupy will be 15 years from Practical Completion of Development Agreement	One further term of 15 years upon review	\$1.00 per annum+GST.	Five yearly intervals	N/A	Public Risk Insurance Amount - \$2million - Sportsville	N/A	No provision in the lease
Mangawhai Historical Society	Lease	Molesworth Drive, Mangawhai	Incorporated Society	N/A	8/10/2009-October 2019	One further term of 10 years	\$1,911.00 per annum+GST	First rent review after 8 years, thereafter every 5 years		Material Damage and Public Liability Insurance of not less than \$1million - by the Organisation	The Organisation shall pay all outgoings	No provision in the lease

Licence to Occupy Stocktake

Mangawhai Activity Zone	Licence to Occupy	Molesworth Drive, Mangawhai	Trust. Registered Charitable Entity - Yes.		18 April 2011- April -2044	Right to further term of 33 years subject to conditions specified in current lease	\$1.00 per annum+GST	Five yearly intervals effective from 1 July	Organisation's responsibility	Public Risk Insurance Amount - \$2million. All improvements shall be insured against loss and damage by MAZ.	Organisations responsibility	No provision in the lease
Mangawhai Surf Lifesaving and Mangawhai Fishing and Boating Club	Lease	Alamar Crescent, Mangawhai Heads	Both are incorporated Society	Yes	15/09/2003 - 15/09/2013	One further term of 10 years	\$665.00 per annum+GST.	Every five years	Organisation's responsibility	KDC responsibility	Organisations responsibility	No provision in the lease
Maungaturoto Residents Association	Development Agreement	View Road Maungaturoto	Incorporated Society no 1188479		Two years from October 2017	Licence to Occupy - Two terms of 5 years plus extensions of 3 terms of 3 years = total term 20 years	None during development period. \$1.00 pa +GST once Licence to Occupy commences		None during development period	\$2million Public Liability Organisation's responsibility	Organisation's responsibility	No provision in the lease
Maungaturoto Hall - Centennial Building	Lease	44 View Street, Maungaturoto	Incorporated Society		28 October 2010 - October 2043	Two terms of 5 years	\$1.00 per annum+GST.	Three yearly intervals	Organisation's responsibility	Organisation's responsibility	Organisation's responsibility	No provision in the lease
Dargaville Aero Club	Lease	73 Hoanga Road, Turiwiri	Incorporated Society	Yes	01-Nov-10 - 31-Aug-31	One further terms of 21 years from 01 September 2011	\$1.00 per annum+GST.	Three yearly intervals	Organisation's responsibility remitted by 50% in terms of the Rating Powers Act, 1988	Organisation's responsibility	Organisation's responsibility	No provision in the lease
Northern Wairoa Boating Club	Licence to Occupy	21 Totara Street, Dargaville	Incorporated Society		18/02/2011 - 17/02/2021	Further term (Licensors discretion)	\$10.00 per annum+GST.	The licence fee shall not be reviewable during the term		Organisation's responsibility		No provision in the lease
Northern Wairoa Gun Club	Lease	Finlayson Park			from 1982	5 year renewal lease	\$250.00 per annum+GST.		N			No provision in the lease
Northern Wairoa Soccer Club	Lease	Memorial Park, Logan Street, Dargaville	Incorporated Society		23/07/2012 - 23/07/2022	One (1) further term of five years	\$5.00 per annum+GST.	5 yearly		Public Liability - Organisations responsibility Material Damages - Kaipara District Council	Organisations responsibility	No provision in the lease
Matakohe Kauri Museum (Otatmatea Kauri & Pioneer Museum)	Lease	Matakohe East Road, Matakohe	Charitable Trust		1/04/1998 - 31/03/2033	One further term of 33 years	\$2,800.00 pa	Every seven years	Organisation's responsibility	Organisation's responsibility	Organisations responsibility	No provision in the lease
Northern Wairoa Maori Maritime and Pioneer Museum	Licence to Occupy	Harding Park	Inc. Society and Registered Charitable Entity.		Organisation is in the 2nd term of a 20 year lease dated from 01/09/2006	One (1) renewal of 20 years from 01-Sep-26 with the final expiry date being 31-Aug-46 (if renewed).	\$1.00 per annum+GST	5 yearly	N - There shall be no rates payable by the Organisation other than service charges for water (with the exception of water and sewerage used by the public toilet located within the carpark area) as publicly advertised with the striking of the annual rates.	Public Risk Insurance Amount \$2million	* The Organisation shall pay all outgoings direct or otherwise as the Council directs and in respect of the Land, excluding the improvements, shall pay a proportion of such outgoings as are apportioned by the Council, which may include outgoings which are shared with other organisations or persons.	Yes -Vodafone & Kaipara Vintage and Machinery Club
Northland Kindergarten Association Inc.	Lease	Hokianga Road / Portland Street			01/09/2002 - 30/08/2023	One additional term of 21 years.	\$5,745 per annum+GST.	At the discretion of the lessor	Kaipara District Council	Organisation's responsibility	Organisation's responsibility	No provision in the lease

Licence to Occupy Stocktake

Pahi Regatta Club	Lease	Pahi	Incorporated Society		1/12/2013 - 30/11/2023	No further right of renewal	\$509 per annum	N/A	Organisation's responsibility	N/A	N/A	No provision in the lease
Pahi Reserves Society	Licence to Occupy	Pahi	Incorporated Society		7-Nov-01		\$0.10cents per calender month		N/A	Organisation's responsibility	Organisaiton's responsibility	No provision in the lease
Paparoa A&P Society	Licence to Occupy	2042 Paparoa Valley Road, Paparoa	Incorporated Society		29/12/2011-29/12/2021	One further term of 10 years	\$1.00 per annum+GST.	Three Yearly		Organisation's responsibility		No provision in the lease
Hakaru Pony Club	Licence to Occupy	Settlement Road, Hakaru			1/07/2011 - 30/06/2031	No further right of renewal	\$4,300 to be paid by an annual grant from Council	Annually	Organisation		Organisation's responsibility	No provision in the lease
Riverside Gardens Taha Awa	Lease	Parenga St, Dargaville	Trust		01 July 2016-01 July 2026	Perpetually renewable terms of 10 years	\$3,000 pa + GST	Two yearly				No provision in the lease
Ruawai Promotions and Development Group Inc.	Licence to Develop	See map in Licence	Incorporated Society - No 603835	N/A	5 years from practical completion of Development	Two terms of 5 yarars	\$1.00 per annum+GST.		None during development period	Organisations will not insure this dual carriage way wlaing and cycling track.	None	No provision in the lease
Mangawhai Senior Citizens Association (Incoporated)	Lease	Fagan Place, Mangawhai	Incorporated Society		1/04/1998 - 31/03/2019	Right of renewal final expiry March 2040	\$5,850.00 + GST pa			Public Liability & Material Damage - Organisation's responsibility		No provision in the lease
The Upper Wairoa Memorial Park Association - Tangiteroria Sports Complex	Lease	Pukehuia Road, Pukehuia	Incorporated Society		01-Apr-86 - 31-Mar-19	One further term of 33 years	\$1.00 per annum+GST.			Public Liability & Material Damage - Organisation's responsibility	Organisation's responsibility	No provision in the lease
Tinopai Community Hall Society Incorporated	Lease	Komiti Road, Tinopai	Incorporated Society		01 July 2015 - 30 June 2048	2x 5 year right of renewal from 1 July 2048	\$1.00 per annum+GST.	Three yearly intervals	Organisation's responsibility	Public Liability & Material Damage - Organisation's responsibility	Organisation's responsibility	No provision in the lease
Whakapirau Tennis	Lease	The Strand, Whakapirau	Incorporated Society		1/04/1986 - 31/03/2007	One further term of 21 years	\$1.00 per annum+GST.	Yearly	Organisation's responsibility	Not stated in lease	Not stated in lease	No provision in the lease
Matakohe Hall	Lease	Church Road, Matakohe	Incorporated Society		15/10/2015-03/12/2021	One further term 33 years	\$1.00 per annum +GST		Not stated in lease	Not stated in lease	Not stated in lease	No provision in the lease
Paparoa War Memorial Hall Society	Lease	2052 Paparoa Valley Road, Paparoa	Incorporated Society		30/09/2010 - 30/09/2043	Two further terms of 5 years	\$1.00 per annum + GST	Three yearly	Organisation's responsibility	Public Liability \$1million Organisation's responsibility	Organisation's responsibility	No provision in the lease
Pouto Marine Hall Inc.	Licence to Occupy	Signal Station Road, Pouto Point	Incorporated Society		29/09/2010 - 29/09/2043	Two further terms of 5 years	\$1.00 per annum + GST	Three yearly	Organisation's responsibility	Public Liability \$1million Organisation's responsibility	Organisation's responsibility	No provision in the lease
Hakaru Community & Domain Society Inc	Lease	Settlement Road, Hakaru	Incorporated Society		15/04/2014-15/04/2047	First right of refusal for a further term	\$1.00 per annum + GST	Three yearly	Organisation's responsibility	Public Liability \$1million Organisation's responsibility	Organisation's responsibility	No provision in the lease

**Licence to Occupy**

**(date)**

**Kaipara District Council**

**(Council)**

**[Organisation]**

**(Organisation)**

**Licence to Occupy Land**

**[Property Address]**

**[Permitted Use]**



## Licence To Occupy Land

**AGREEMENT** dated the ..... day of ..... 20[ ]

### PARTIES

- 1 **Kaipara District Council** ("Council")
- 2 **[Full Name of Organisation]** ("Organisation")

### INTRODUCTION

- A The Council is the registered proprietor of the Land described in Schedule 1 and holds such Land for the benefit of the Kaipara community, which may allow for community organisations to use the Land for community purposes.
  - B The Organisation and the Council are parties to a Development Agreement which provides for the Organisation to undertake and complete a development on the Land in accordance with the terms and conditions of the Development Agreement.
  - C The Organisation has completed the Development and achieved Practical Completion (as both terms are defined in the Development Agreement) and pursuant to the Development Agreement the Council and the Organisation now enter into this Agreement to establish and provide for the Organisation to use and occupy the Land on the terms and conditions set out in this Agreement.
- 1 Agreement

### Grant of Licence

- 1.1 The Council grants and the Organisation accepts:
  - (a) a licence to use and occupy the Improvements on the Land; and
  - (b) a licence to use the balance of the Land, excluding that part of the Land on which the Improvements are situated, in common with other organisations and persons to whom the Council may grant similar rights.

### Terms and Conditions

- 1.2 The Council and the Organisation agree that they are bound by and will observe and perform their respective obligations under this Agreement as set out in the Schedules to this Agreement.

**Signed by** )  
**Kaipara District Council** )  
in the presence of: ) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Common Seal of** )  
**[Organisation]** )  
was affixed in the )  
presence of: ) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Schedule 1

### Particulars Schedule

<b>Organisation</b>	[Set out full name of Organisation]
<b>Organisation Contact Details</b>	<ul style="list-style-type: none"> <li>• email</li> <li>• postal</li> <li>• telephone</li> </ul>
<b>Council Contact Details</b>	<ul style="list-style-type: none"> <li>• (email)@kaipara.govt.nz</li> <li>• Kaipara District Council Private Bag 1001 <b>Dargaville 0340</b></li> <li>• 09 439 3123 extension (#)</li> </ul>
<b>Land</b>	[Set out the property address including area, legal description and plan/sketch of the area to be the subject of the Licence]
<b>Improvements</b>	[Describe the Improvements erected by the Organisation on the Land and delineate on the plan/sketch of the Land]
<b>Status of Organisation</b>	Charitable Trust/Incorporated Society (delete as appropriate) Registered Charitable Entity – (yes/no)
<b>Community Benefits</b>	[Set out the benefits of the Development for the Kaipara Community]
<b>Annual Licence Fee</b>	Either [\$1 per annum plus GST subject to conversion to a substantive Annual Licence Fee subject to reassessment OR [substantive annual amount] subject to reassessment] [Annual Licence Fee payable annually / 6 monthly / monthly in advance]
<b>Reassessment Intervals</b>	[Five yearly and as at the commencement of any extension of the Term]
<b>Outgoings payable</b>	Includes payment of Rates [Yes/No]
<b>Term</b>	[Five years]
<b>Commencement Date</b>	[Insert date – typically from the date of Practical Completion under the Development Agreement]
<b>Extension Terms</b>	[Two terms of five years each]
<b>Further Extensions for Substantial Improvements</b>	[Substantial improvements erected – yes/no] [three terms of five years each]
<b>Total Possible Term</b>	[Insert total possible number of years for Term]
<b>Permitted Use</b>	[Set out permitted use]
<b>Public Risk Insurance Amount</b>	[\$2m]
<b>Insurance Value</b>	[Replacement Value]

<b>Conditions/Special Terms</b>	[Set out any conditions or special terms not otherwise dealt with in the standard format of the Licence]
<b>Financial Year of Organisation</b>	[Insert]
<b>Performance Measures</b>	<ul style="list-style-type: none"> <li>• the Community Benefits are continuing to be provided</li> <li>• not for profit status of the Organisation is retained</li> <li>• registration of the Organisation as a charitable entity is retained</li> <li>• the constituting document of the Organisation permits membership or ability to participate to all members of the public who can legitimately take part in the activities of the Organisation and no-one shall be excluded from membership provided they pay the necessary fees and observe the usual and proper rules of the Organisation</li> <li>• the degree and frequency of the undertaking of the Permitted Use</li> <li>• the degree and frequency of use, including shared use, of the Improvements and the Land by other community organisations and members of the public</li> </ul>



## Schedule 2

### Terms and Conditions

#### 1 Definitions and Interpretation

##### Definitions

1.1 In this Agreement, including the Introduction and all Schedules to this Agreement, unless the context otherwise requires:

"**Administration Fee**" is the fee which the Council may require the Organisation to pay as a component of the Annual Licence Fee for the Council's administration costs of and incidental to the implementation and administration of this Agreement, which, without limitation, may include provision for staff time and regular, periodic and as required expenditure on repairs to and maintenance and enhancement of the Land (excluding the Improvements).

"**Annual Licence Fee**" is the annual licence fee, plus GST payable by the Organisation to the Council, the initial amount of which is set out in Schedule 1, and subject to conversion and reassessment as provided for in Schedule 1, and as more particularly provided for in clause 3.

"**Authority**" means any local body, government or other authority having jurisdiction or authority over or in respect of the Land or the use or occupation of the Land.

"**Commencement Date**" means the commencement date of this Agreement as set out in Schedule 1.

"**Community Benefits**" means the community benefits for the Kaipara community as set out and described in Schedule 1 to be achieved by the Organisation by entering into this Agreement and undertaking the Permitted Use.

"**Council**" means the Kaipara District Council its successors and assigns and includes any Government body, local authority or other organisation that takes over the responsibility of Kaipara District Council in respect of the Land.

"**Development Agreement**" means the prior Agreement between the Council and the Organisation for the development of the Improvements on the Land.

"**Extension Term/s**" means extension/s of the Term as set out in Schedule 1 and as provided for in clause 2.

"**Further Extension/s**" means further extensions of the Term following the initial Term and the Extension Term/s, as set out in Schedule 1 and provided for in clause 2.

"**Improvements**" means the buildings structures and all other improvements placed erected or constructed by the Organisation on the Land and includes all services which serve the Improvements.

"**Land**" means the land set out and described in Schedule 1.

"**Outgoings**" means the outgoings in respect of the Improvements and the Land which, as set out in Schedule 1, shall be payable by the Organisation, and as provided for in clause 4.

**"Organisation"** means the Organisation named and described in Schedule 1 but does not include the Organisation's successors or assigns.

**"Permitted Use"** is the permitted use of the Improvements and the Land as set out and described in Schedule 1.

**"Performance Measures"** are as provided for in clause 9 and as more particularly set out in Schedule 1.

**"Rates"** means the Council and Regional Council rates payable in respect of the Land or a proportion of such rates, as determined by the Council.

**"Term"** means the term of this Agreement and all extensions of the Term as set out and provided for in Schedule 1.

**"Total Possible Term"** is the total possible term of this Agreement including all extensions of this Agreement, if granted.

### **Interpretation**

#### 1.2 In this Agreement:

- (a) references to clauses and schedules are reference to clauses and to schedules to this Agreement unless stated otherwise. Each such schedule forms part of this Agreement;
- (b) where the context permits the singular includes the plural and vice versa;
- (c) all references to legislation are (unless stated otherwise) references to New Zealand legislation and include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation;
- (d) where the context permits references to a "person" include an individual, firm, company, corporation or unincorporated body or persons, any public authority, territorial or regional council, any government or any governmental agency;
- (e) references to a "party" means a party to this Agreement and any reference to a party, to the extent applicable, includes the successors, executors and administrators (as the case may be) of that party;
- (f) defined words and expressions bear the defined meaning throughout this Agreement including the Introduction.
- (g) where any condition or special term set out in Schedule 1 is in conflict with or is inconsistent with any other term of this Agreement the condition or special term shall prevail.

## **2 Term of Licence and Extensions**

2.1 The term of the licence granted by this Agreement shall be for the Term set out in Schedule 1 and shall commence on the Commencement Date as set out in Schedule 1.

2.2 If the Organisation, during the Term, has, to the satisfaction of the Council:

- (a) paid the Annual Licence Fee;
- (b) has complied with the Organisation's obligations under this Agreement;
- (c) has and continues to meet the Performance Measures;

- (d) for the purposes of a Further Extension has complied with the conditions set out in clause 5.3;
- (e) has given written notice to the Council at least three months but not more than nine months (time to be of the essence) before the expiry of the Term of the Organisation's desire to accept an extension of the Term;

and if the Council is satisfied that the Improvements and the Land are being sufficiently used for the Permitted Use and there is a continuing community need for the Permitted Use, shall grant, and the Organisation agrees to accept, by way of extension of this Agreement, the relevant Extension Term as provided for in Schedule 1.

- 2.3 If this Agreement provides in Schedule 1 for a Further Extension of the Term on account of substantial improvements having been erected on the Land ("Further Extension") such extension shall be requested by the Organisation and granted by the Council in accordance with clause 2.2.
- 2.4 All extensions of the Term may be recorded in writing in such manner as the Council requires.
- 2.5 The total duration of the Term shall be limited to the Total Possible Term as set out in Schedule 1.

### **3 Annual Licence Fee**

- 3.1 The Organisation shall pay the Council the Annual Licence Fee during each year of the Term on the date and the frequency set out in Schedule 1.
- 3.2 The initial Annual Licence Fee shall be the amount, plus GST, set out in Schedule 1.
- 3.3 Where the initial Annual Licence Fee is a peppercorn rent (for example \$1 per annum plus GST) the Council may at its discretion by notice in writing to the Organisation ("conversion notice") convert the amount of the Annual Licence Fee to a substantive Annual Licence Fee ("substantive Annual Licence Fee") which shall comprise:
  - (a) the Administration Fee as assessed by the Council; plus
  - (b) if the Council requires, a licence fee calculated at 5% per annum on the capital value of that part of the Land (excluding the Improvements) on which the Improvements are situated plus allowance for shared access, parking and curtilage, as assessed by a registered valuer appointed by the Council.
- 3.4 In the case of a conversion notice given by the Council under clause 3.3 the substantive Annual Licence Fee shall take effect from the date stipulated in the conversion notice given by the Council and may, at the discretion of the Council, be reassessed by the Council at the intervals and at the dates provided for in Schedule 1, calculated from the date of conversion. In any case where a substantive Annual Licence Fee applies from the Commencement Date the substantive Annual Licence Fee may at the discretion of the Council be reassessed at the intervals and at the dates set out in Schedule 1.
- 3.5 In any assessment of the Annual Licence Fee which is a substantive Annual Licence Fee, the decision of the Council on the annual amount of the substantive Annual Licence Fee, plus GST, (which shall be communicated to the Organisation by the Council in writing) shall be final and binding on the Organisation.

#### **4 Outgoings**

- 4.1 The Organisation will, from the Commencement Date, duly and punctually pay for all consumables in respect of its undertaking of the Permitted Use and use and occupation of the Improvements and the Land which without limitation shall include charges for telephone, gas, electricity, water, sanitation and sewage, cleaning, garden and ground maintenance, licences, consents and permits and land tax (if any).
- 4.2 The Organisation shall pay all Outgoings direct or otherwise as the Council directs and in respect of the Land, excluding the Improvements, shall pay a proportion of such Outgoings as are apportioned by the Council, which may include Outgoings which are shared with other organisations or persons.
- 4.3 The Organisation shall pay Rates to the Council unless remitted by operation of any policy implemented by the Council in relation to the remission of Rates.
- 4.4 All Outgoings payable by the Organisation shall be paid by the Organisation as and when each Outgoing falls due for payment and in the case of any outgoing which is payable to the Council upon request made by the Council.

#### **5 Repair Maintenance and Replacement**

- 5.1 The Organisation shall at all times during the Term in a proper and workmanlike manner and to the reasonable requirements of the Council:
- (a) keep and maintain the Improvements (both external and internal and including all plant, fixtures and fittings, floor coverings and surfaces) in good serviceable and substantial repair and condition, repairing and replacing as necessary, and will at the end or earlier determination of the Term yield and deliver up the Improvements to the Council in such good serviceable and substantial repair and condition;
  - (b) redecorate, by painting or staining as applicable, those parts of the exterior and interior of buildings and structures comprising the Improvements when they reasonably require repainting and redecoration, to a standard approved by the Council such approval not to be unreasonably withheld;
  - (c) make good (by repairing or replacing as necessary) any damage to the Improvements at any time during the Term;
  - (d) keep and maintain, repairing and replacing as necessary, the storm and waste water systems on the Land which serve the Improvements;
  - (e) ensure that all toilets, sinks, drains wastes, fittings and pipes on the Land are not blocked and are used for their designed purposes only and are regularly inspected, cleaned and maintained and repaired and replaced as necessary;
- 5.2 The Organisation shall at all times during the Term in a proper and workmanlike manner, and in such proportions as required by the Council where there is shared use of the Land by other organisations or persons:

- (a) keep all open areas of the Land, whether utilised as open space, paths or tracks, bush or planted areas or carparking in a clean and tidy condition repairing and replacing (including replanting) as necessary; and
- (b) regularly cause all rubbish and garbage to be removed from the Land and keep all rubbish bins and containers in a tidy condition. The Organisation will also, at the Organisation's own expense, cause to be removed all trade waste, boxes and other goods or rubbish not removable in the ordinary course by any Authority.

5.3 If this Agreement provides in Schedule 1 for Further Extension/s, the Organisation shall as a condition for any such Further Extension to be granted by the Council:

- (a) have replaced or renewed all or some items of the Improvements on the Land during the initial Term or Extension Term/s provided for in this Agreement so that in the opinion of the Council their useful life extends into the Further Extension;
- (b) prepare and provide to the Council a development plan for the Further Extension to include the replacement of those items of the Improvements which the Council has notified to the Organisation in writing require replacement and any new or additional items of Improvements which the Organisation wishes to construct on the Land; and
- (c) obtain the approval of the Council to the development plan, such approval not to be unreasonably withheld.

## **6 Insurances**

- 6.1 The Organisation shall keep the Improvements together with all fixtures, fittings, plant, equipment and chattels on the Land insured against loss, damage or destruction by fire, earthquake, flood, lightning, storm, aircraft, electric fusion, machinery breakdown, malicious damage, inevitable accident and other usual risks for the value specified in Schedule 1 or such other value as is approved by the Council.
- 6.2 In the event the Improvements or any part of the Improvements at any time during the Term being partially destroyed or damaged by fire or other insurable extraneous peril then and so often as the same shall happen all moneys received in respect of such insurance shall be expended by the Organisation with all reasonable speed in repairing the damage sustained.
- 6.3 In the event of the Improvements being totally destroyed or damaged by any cause as to render the Improvements unusable or in the reasonable opinion of the Council to require demolition or reconstruction, the Organisation shall, if the Council consents to rebuilding or reinstating and so requires, rebuild or reinstate the Improvements provided that the Organisation shall not be required to expend more than the available proceeds of insurance towards such rebuilding and reinstatement. If the Council should not permit rebuilding or reinstating the Term shall immediately cease and determine and the Organisation will at its own cost demolish and clear the debris and have the Land cleared to the satisfaction of the Council.

6.4 The Organisation shall during the Term at its own cost take out and keep in full force and effect at all times a public liability insurance policy for a sum of not less than the sum set out in Schedule 1 for any single event or such greater sum required by the Council from time to time and shall within 30 days of the execution of this Agreement or request for additional cover produce to the Council a copy of the policy or certificate of currency.

## **7 Nature of Licence/Public Use**

7.1 The licence to use and occupy the Improvements and the licence to use the balance of the Land in common which is granted by this Agreement is subject to a right of use of the Land by the public but subject to the following provisions of this clause.

7.2 It shall be lawful for any person to enter and for any reasonable period of time to remain as a spectator upon the Land at all times and any person so entering or remaining on the Land shall not so long as he/she conducts and behaves himself/herself in an orderly and seemly manner and refrains from hindering and obstructing the activities of the Organisation be deemed to be a trespasser provided however that this authority shall not be deemed to authorise any person to enter or be within or upon any buildings or structures situated on the Land without the previous consent of the Organisation or person duly authorised by the Organisation.

7.3 The right of public entry on the Land is subject in all respects to the right, and obligation, of the Organisation to control the Improvements as licensee and occupier and the Organisation shall be entitled at all times to require compliance by the public with all legislation and by laws relating to the Improvements and the Land and its use and in particular the provisions of the Health and Safety at Work Act 2015.

7.4 The Council shall at any time during the Term be entitled to undertake, or permit other organisations to undertake, another development or developments on the Land (excluding that part of the Land on which the Improvements are situated together with necessary curtilage and access) and the Organisation consents to any such development or developments, provided that the Council will use reasonable endeavours to ensure that as little interruption as possible is caused to the Organisation in its undertaking of the Permitted Use during the undertaking of such developments.

## **8 Permitted Use**

8.1 The Organisation shall use and occupy the Improvements and use the Land in common with others for the Permitted Use and shall provide the Community Benefits in accordance with the Performance Measures provided for in clause 9, all as set out and described in Schedule 1.

8.2 If at any time the Council is of the opinion that the Improvements and the Land are not being used or are not being sufficiently used for the Permitted Use or are being used for activities other than on a not for profit basis the Council, after making such enquiries as it thinks fit and giving the Organisation the opportunity of explaining the use of the Improvements and the Land, if the Council is satisfied that the Improvements and the Land are not being used or not being sufficiently used for the Permitted Use or are being used for activities other than on a not for profit basis, may terminate this Agreement by notice in writing to the Organisation.

**8.3 The Organisation shall not:**

- (a) carry on on the Improvements or the Land any noxious, noisome or offensive act, trade, business, occupation or any act, matter or thing which may cause annoyance, nuisance, grievance, damage or disturbance to the occupiers or owners of any adjoining land or any other licensee, occupier or user of any other part of the Land;
- (b) bring or permit to be brought on to the Improvements or the Land any item of a flammable, volatile or explosive nature or any contaminant (as defined in section 2 of the Resource Management Act 1991) without first complying with the provisions of all laws then in force relating to the handling and storage of such materials and the requirements of the insurers of the Improvements;
- (c) allow, carry on on the Improvements or the Land any use or activity which may cause loss or damage to the Improvements or the Land or any adjoining land, or become an annoyance, nuisance or disturbance to the Council or any other user or occupier of the Land on any adjoining land;
- (d) release into the environment, discharge, deposit, place or dispose of on or near the Land any contaminant referred to in clause 8.3(b) except in accordance with an approval given under environmental health and safety legislation;
- (e) carry on any illegal or immoral activity; or
- (f) carry on any use which is not a permitted use under the District Plan.

**9 Community Benefits and Performance Measures**

- 9.1 The Organisation and the Council acknowledge and agree that they enter into this Agreement in order to provide through the undertaking of the Permitted Use, for the Term, the Community Benefits as set out and described in Schedule 1 and that the achievement of the Community Benefits are an essential term of this Agreement.
- 9.2 The provision of the Community Benefits shall be measured against the Performance Measures and the Performance Measures applicable to this Agreement are as set out and described in Schedule 1.
- 9.3 The Performance Measures shall be continuing obligations of the Organisation throughout the Term and the Organisation shall report to the Council annually against the Performance Measures within 3 months following the end of the financial year of the Organisation, as set out in Schedule 1, or at any other time reasonably requested by the Council. Such report shall include the provision of the annual financial statements of the Organisation (audited if required by law or the constituting document of the Organisation) and otherwise the report shall be in writing in a format reasonably required by the Council, but as an alternative may be provided, at the discretion of the Council, at a meeting or meetings held between representatives of the Council and the Organisation.
- 9.4 The achievement or non achievement of the Performance Measures or any one or more of them may be taken into account by the Council in making decisions concerning:
- (a) whether the Community Benefits continue to be provided;
  - (b) termination of this Agreement by the Council;
  - (c) any extensions of this Agreement as provided by clause 2;

- (d) whether the Annual Licence Fee should be a substantive Annual Licence Fee;
- (e) any funding sought by the Organisation from the Council; or
- (f) any variation to this Agreement sought by the Organisation or by the Council.

9.5 Any failure by the Organisation to report to the Council in terms of clause 9.3 shall be a breach of this Agreement.

## 10 Legislation, Bylaws and Health and Safety

10.1 The Organisation shall at all times during the Term at its own cost comply with all legislation, bylaws, regulations or directions (statutory or otherwise) made or issued by any Authority including the Council as relate to the Land or the Improvements and the undertaking of the Permitted Use.

10.2 The Organisation shall at all times during the Term comply with the Health and Safety at Work Act 2015 (HSWA) and relevant codes of practice and shall take all steps necessary to ensure that its actions or that of its employees and contractors do not endanger the health and safety of any person. The Organisation further agrees to:

- (a) provide the Council, immediately on request, with evidence of its compliance with the HSWA (including details of its programme to ensure compliance with the HSWA); and
- (b) comply with any lawful instructions given by the Council in relation to health and safety; and
- (c) meet with the Council as reasonably required to consult with each other in relation to compliance with the HSWA and any health and safety issues which may arise during the Term;
- (d) forthwith notify the Council in writing of any accident or near miss which takes place on the Improvements or the Land and of any actual or potential hazards which exist on the Improvements or the Land;
- (e) ensure that the Organisation has in place systematic checks to ascertain any actual or potential hazards which exist on the Improvements or the Land and immediately notify the Council in writing of such actual or potential hazards;
- (f) take immediately all practical steps to remove any actual or potential hazards where such are identified; and
- (g) indemnify (to the extent permitted by law) the Council for any legal costs and other expenses it incurs as a result of any non compliance with the provisions of the HSWA.

## 11 Indemnity

11.1 In addition to the indemnity contained in clause 10.2(g) the Organisation shall indemnify and keep indemnified the Council from and against all claims, costs, damage, loss or penalties (excluding any fines or infringement fees under the Health and Safety at Work Act 2015) suffered or incurred by the Council directly or indirectly arising out of this Agreement, the undertaking of the Permitted Use or any use or activity on or about the Improvements or the Land whether on the part of the Organisation or the Organisation's officers members, employees, customers, contractors, invitees, licensees and any persons, including members of the public, for whom the organisation is responsible with respect to the undertaking of the Permitted Use.



11.2 In particular the Organisation shall fully recompense the Council for any charges or expenses incurred by the Council in making good any damage to the Land or the Improvements notwithstanding such items may be owned by the Organisation.

## **12 Assignment or Subletting**

12.1 The Organisation shall not assign, charge or sub-licence this Agreement or part with possession of the Improvements or any part of the Land except as permitted by clause 12.2.

12.2 The Organisation may, during the Term permit use of the Improvements by other community organisations and members of the public for uses and activities which are within the Permitted Use.

## **13 Consequences on Termination**

13.1 On termination of this Agreement by effluxion of time or surrender the Organisation shall have the right to transfer the Improvements to any body or organisation approved by the Council having objects similar to the objects of the Organisation and which shall prohibit the distribution of its assets among its members and which body or organisation shall enter into a licence agreement with the Council for the use and enjoyment of the Improvements on the Land on such terms and conditions as determined by the Council.

13.2 The Organisation shall yield and deliver up to the Council the Improvements and to the extent applicable the Land in good clean and substantial order condition and repair fair wear and tear or damage by fire earthquake tempest or other inevitable accident alone excepted.

13.3 On termination of this Agreement by effluxion of time or surrender, breach of conditions or otherwise the Improvements shall revert to the Council without any compensation whatsoever being payable to the Organisation by the Council.

## **14 Council's Right to Inspect and Undertake Work**

14.1 Any person authorised by the Council may at all reasonable times enter upon the Improvements and the Land and view and inspect the Improvements and upon receipt by the Organisation of a notice in writing from an officer or agent of the Council of any defect or want of repair or maintenance of the Improvements or the Land requiring the Organisation within a reasonable time, to be specified in the notice, to repair or remedy the same the Organisation shall at the cost of the Organisation with all reasonable speed cause the defect to be remedied and/or the repair to be made to the satisfaction of the Council.

14.2 That if default shall be made by the Organisation in complying with any notice served by the Council pursuant to clause 14.1 the Council without prejudice to its other rights and remedies shall at its option be entitled by its representative/s together with workmen and professional or expert advisers with all necessary equipment and materials at all reasonable times to enter upon the Land and the Improvements to execute such works as may be specified in such notice and all moneys expended by the Council by reason of such default of the Organisation shall be payable by the Organisation to the Council upon demand together with interest at the rate charged by the Council's principal banker on overdraft until payment.

## **15 Alterations, Replacements or Construction of New Improvements**

15.1 The Organisation shall not alter or replace Improvements or construct new Improvements without first obtaining the consent in writing of the Council.

## **16 Sale of Liquor Act**

16.1 The Organisation shall be responsible for compliance with the provisions of the Sale of Liquor Act 1989 and shall ensure that all necessary licences are obtained and conditions met in relation to any liquor contained, consumed or supplied on the Land or the Improvements.

## **17 Council's Role as Statutory Authority**

17.1 The Organisation acknowledges that the Council is the territorial authority for the area in which the Land is situated and that any power, right, obligation or duty of the Council under this Agreement shall be subject to compliance by the Council with the Local Government Act 2002, Resource Management Act 1991, Public Works Act 1981, Building Act 2004, Reserves Act 1977 and any other legislation regulating the conduct of the Council.

17.2 Any consent given by the Council for the purposes of this Agreement is in addition to and not in satisfaction of any consent that may be required from the Council for regulatory purposes.

## **18 Reserves Act 1977**

18.1 If the Land is classified as reserve land under the Reserves Act 1977 this licence shall be subject to the applicable provisions of that Act.

## **19 Disputes and Mediation**

19.1 The parties shall meet and discuss in good faith any dispute between them arising out of this Agreement.

19.2 If the discussions referred to in clause 19.1 fail to resolve the relevant dispute, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator appointed by the Council and such appointee shall conduct the mediation at his/her discretion, including the determination of procedural rules and timetable.

19.3 Neither party may issue any legal proceedings (other than for urgent interlocutory relief), in respect of any such dispute, unless that party has first taken reasonable steps to comply with clauses 19.1 and 19.2.

## **20 Quiet Enjoyment - Conduct**

20.1 The Organisation paying the Annual Licence Fee and observing all the covenants and agreements expressed and implied in this Agreement shall quietly hold and enjoy the rights of use and occupation conferred by this Agreement throughout the Term without any interruption by the Council or any person claiming under the Council.

20.2 The Organisation will conduct the Permitted Use on the Improvements and the Land in a quiet and orderly manner so as not to cause a nuisance or annoyance to the occupiers of any neighbouring properties or any other licensee, occupier or user of any other part of the Land and in particular the Organisation shall at all times during the Term comply with the conditions of noise control as set by any Authority.

## 21 Cancellation

21.1 The Council may (in addition to the Council's right to apply to the Court for an order for possession) cancel this Agreement by re-entering the Improvements and the Land at the time or at any time thereafter if the Organisation:

- (a) makes default for a period of 30 days in payment of any licence fee required to be paid pursuant to the terms of this Agreement; or
- (b) makes default for a period of 30 days in payment of any of the moneys agreed to be paid by it under or by virtue of any loan the Council may have made or shall make to the Organisation for the purposes of the Improvements or the undertaking of the Permitted Use; or
- (c) makes any default in performance of any other obligation whatsoever contained in this Agreement and such default continues for a period of 30 days; or
- (d) suffers or permits this Agreement and the rights and privileges granted by this Agreement or the Land or the Improvements to be seized under any proceedings for execution issued in pursuance of any judgment; or
- (e) passes any resolution to wind up; or
- (f) becomes insolvent or its affairs or assets are placed under any sort of management or receivership; or
- (g) ceases to undertake the Permitted Use on the Land;

and the Term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

## 22 General

### Goods and Services Tax ("GST")

22.1 The Organisation shall pay to the Council as the Council shall direct the GST payable by the Council in respect of the Annual Licence Fee and other payments payable by the Organisation under this Agreement. The GST in respect of the Annual Licence Fee shall be payable on each occasion when any payment of the Annual Licence Fee falls due for payment and in respect of any other payments shall be payable upon demand.

22.2 If the Organisation shall make default in payment of the Annual Licence Fee or other moneys payable under this Agreement and the Council becomes liable to pay additional GST then the Organisation shall on demand pay to the Council the additional GST.

### **Suitability**

22.3 No warranty or representation expressed or implied has been or is made by the Council that the Land is now suitable or will remain suitable or adequate for use by the Organisation or that any use of the Land by the Organisation will comply with the bylaws or ordinances of the requirements of any Authority.

### **Non-Waiver**

22.4 The failure of either party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement or the waiver by either party of any term or right under this Agreement or of any default by the other party shall not be deemed or construed as a waiver by such party of any such term right or default in the future.

### **Costs**

22.5 The Organisation shall pay the Council's legal costs (as between solicitor and own client) of and incidental to the negotiation and preparation of this Agreement and any variation, extension or renewal or any document recording an assessment or reassessment of the Annual Licence Fee. The Organisation shall pay the Council's reasonable costs incurred in considering any request by the Organisation for the Council's consent to any matter contemplated by this Agreement and the Council's legal costs (as between solicitor and own client) of and incidental to the enforcement or attempted enforcement of the Council's rights, remedies and powers under this Agreement.

### **Entire Agreement**

22.6 This Agreement records the entire arrangement between the parties relating to the matters dealt with in this Agreement and supersedes all previous arrangements, whether written, oral or both, relating to such matters.

### **Amendment**

22.7 This Agreement shall not be amended or varied except in writing signed by both parties or as otherwise provided in this Agreement.

## **23 Notices**

23.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 261 of the Property Law Act 2007;
  - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
  - (ii) by personal delivery or by posting by registered or ordinary mail, or by facsimile, or by email.

23.2 In respect of the means of service specified in clause 23.1(b)(ii), a notice is deemed to have been served:

- (a) in the case of personal delivery, when received by the addressee;
- (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
- (c) in the case of facsimile transmission, when sent to the addressee's facsimile number; or
- (d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.

23.3 In the case of a notice to be served on the Organisation, if the Council is unaware of the Organisation's last known address in New Zealand or the Organisation's facsimile number or email address, any notice placed conspicuously on any part of the Land or the Improvements shall be deemed to have been served on the Organisation on the day on which it is affixed.

23.4 A notice shall be valid if given by any chief executive officer, director, general manager, solicitor or other authorised representative of the party giving the notice.

## **5 Closure**

**Kaipara District Council  
Dargaville**