

## **RULES OF THE GRANGE ROAD WATER ASSOCIATION (HAHEI), INC**

### **1. NAME:**

The Association shall be called "The Grange Road Water Association (Hahei), Incorporated (hereinafter referred to as "the Association").

### **2. OBJECTS:**

The objects for which the Association is established are:

- (i) To ensure that a supply of fresh drinking water for household purposes shall be available at the properties of all its members.
- (ii) To use the funds of the Association as the Association may consider necessary or proper in the payment of costs and expenses of furthering or carrying out the objects of the Association, including the employment of counsel, solicitors, agents, officers and servants as shall appear necessary and expedient.
- (iii) To promote or oppose bills, legislative or other measures or by-laws affecting the interests of members.
- (iv) To seek redress of wrongs from which all or any of the members may from time to time suffer, or make representations by way of deputations or otherwise to bring under notice of the Government of New Zealand or of any other constituted authority such matters as, in the opinion of the Association, require attention or alteration.
- (v) To purchase, take on lease or in exchange or on hire, or otherwise acquire any real or personal property and any rights or privileges which the Association shall think necessary or expedient for the purpose of attaining the objects of the Association, or any member of the Association, and to sell, exchange, let on bail or lease with or without option of purchase, or in any manner dispose of any property, rights or privileges as aforesaid.
- (vi) To raise loans as may be necessary and expedient for the purpose of attaining the objects of the Association.
- (vii) To comply with relevant legislative and Health Department requirements for management of the water supply.
- (viii) To deal with its members on a co-operative and equitable basis.

### **3. MEMBERSHIP**

(a) Subject to the provisions of clause 3 (b) the members of the Association shall comprise any persons who are the registered proprietors of any land within the area served by the Association's water reticulation system and who have:

- (i) Notified the Secretary of the Association in writing that they wish to receive water from the Association.
- (ii) Agreed to abide by the Rules and Regulations of the Association.
- (iii) Paid the annual subscription as set at the preceding Annual General Meeting.
- (iv) Had their application for membership of the Association approved by the Committee.

(b)

- (i) No person or body corporate who is engaged in a commercial service shall be eligible for membership of the Association. For the purpose of this subsection "commercial service" shall mean provision of goods or services principally for commercial gain, including camping grounds, motor camps, licensed back-packers' accommodation, a depot for the maintenance, repair and storage of vehicles, machinery, equipment and materials and storage and use of hazardous substances.
- (ii) Notwithstanding anything in Rule 3 (b) (i), the Association may, at the discretion of the Committee, accept for membership any person who wishes to operate a small-scale commercial enterprise such as a bed and breakfast business in a private home, a small-scale cottage industry or an art studio.

(c) Members shall cease to be members of the Association:

- (i) by giving to the Secretary of the Association notice in writing of their intention to resign. Every resignation shall take effect from the date of the meeting of the Committee at which such resignation is accepted and thereupon such member shall cease to be a member of the Association.
- (ii) by non-payment of subscription within six months of the date upon which the subscription became due. In such cases the Committee may discontinue the supply to the property and re-connect on full payment of the subscription, including any disconnection and/or reconnection fee that the committee deems appropriate

(d) Sale of Property

Any member who shall enter into an agreement for the sale of any land to which water is supplied by the Association shall within 7 days of executing such agreement notify the Secretary in writing of the intending sale and shall in any case cease to be a member of the Association as from the date on which the settlement of the sale is effected.

Should any subscriptions or capital contributions remain outstanding at the time of the sale then these are to be paid upon settlement otherwise the Committee will seek payment from the new property owner. Non payment may see the property disconnected from the supply until payment is made.

(e) Expulsion of members

The Association may at any time by letter invite any member within a specified time to retire for breach of these Rules or any Regulations made in pursuance of power given by these Rules, and in default of withdrawal to submit the question of his expulsion to a special meeting of the Committee to be held within one calendar month from the date of such letter. At such meeting the member whose expulsion is under consideration shall be allowed to offer any explanation verbally or in writing. If, after due consideration, the Committee finds the member's conduct to be in breach of the Rules of the Association it may **either** admonish and censure the member **or** call on the member to resign. If the resignation is not received within 14 days the Committee may, after again considering the matter, expel the member, without releasing the member from any previous liability to the Association.

(f) Membership of the Association shall not confer on any member any privileges or any estate, proprietary right, interest or share, in the funds and property of the Association, nor shall any member be personally liable for any of the liabilities of the Association

(g) Each member shall, at their own expense, provide and install one holding tank, minimum 1,800 litres, for each dwelling erected on their property and in this context "dwelling" shall be deemed to include any flat or other living quarters designed for occupation as a self contained unit.

(h) Each member shall at their own expense provide, install, maintain, repair and replace an interrupted pipeline 12.5mm in diameter connecting the toby to the tank or tanks referred to on clause 3(b)(g) to the Associations pipeline at the point of connection stipulated by the Association (i.e. Where toby boxes are located).

(i) All water supplies shall be taken from the holding tank (s). No connections shall be made to the pipeline between the point of connection to the Association's pipeline and the holding tank.

(j) Toby boxes are to be accessible at all times.

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(k) The Committee of the Association may at any time, following a verbal or written warning, discontinue the supply of water to any member who is, in the opinion of the Committee, wasting water.

(l) When a member's property will be unoccupied for a period of 7 days or more the valve in the toby box shall be turned off and be left off until the property is occupied.

(m) Swimming pools, spa pools and hot tubs shall not be filled or topped up from the Association's supply.

#### **4. GENERAL MEETINGS**

(a) The Annual General Meeting of the Association shall be held not later than the 30<sup>th</sup> day of April in each year for the purpose of:

- (i) Receiving the Committee's Report and Balance Sheet and Income and Expenditure Account for the past year.
- (ii) Electing the members of the Committee of the Association and the Financial Reviewer.
- (iii) Considering Notices of Motion, provided that if the carrying of any proposed motion would materially affect any of the abovementioned business then such motion shall be dealt with prior to such business.
- (iv) Setting the amount of the Annual Subscription and any capital contribution deemed necessary for the current financial year.

(v) General business.

(b) At least 14 days' notice of the date of each Annual General Meeting shall be given by the Secretary of the Association to all members.

(c) Quorum: A quorum at all General Meetings shall consist of at least twelve members.

(d) A Special General Meeting may be convened by the Secretary at any time, and shall be convened by him or her and held within 21 days after the receipt of him/her of a requisition signed by not less than five members. Fourteen days notice of any Special General Meeting must be given by the Secretary to all members, stating the business for which the meeting is called.

(e) Every notice required to be given to the members or to any of them shall be deemed to have been duly delivered if posted to the member in a letter addressed to him/her at his/her last known place of residence or business.

(f) Voting: At all General Meetings

- (i) Each member shall be entitled to one vote given personally or by proxy.
- (ii) The voting on all matters shall be taken by a show of hands unless a Motion to take a ballot shall be proposed and carried. No debate shall be permitted on a Motion to take a ballot.
- (iii) Every question shall be decided by a majority of votes and in the case of an equality of votes the Chairperson shall have a casting vote as well as a deliberative vote.
- (iv) If a Member is unable to attend they may have a Proxy vote on matters that are detailed in the Agenda. Such votes are to be in writing, signed and dated by the Member and advising whom they are giving their proxy vote to. Proxy votes shall be delivered to the Secretary or Chairman prior to the commencement of the meeting. The instrument appointing a proxy shall be given in writing under the hand of the appointer or his attorney duly authorised in writing, or if the appointee is a corporation either under seal or under the hand of an officer or attorney duly authorised.

## **5. COMMITTEE**

(a) The Committee of the Association shall be elected each year at the Annual General Meeting.

(b) Any financial member of the Association shall be eligible for election to the Committee.

(c) Nominations for membership of the Committee shall be received verbally or in writing at the Annual General Meeting. Each candidate who accepts nomination shall be proposed and seconded by a financial Member.

(d) The Committee shall consist of

- (i) Chairperson
- (ii) Vice Chairperson
- (iii) Secretary
- (iv) Treasurer

Provided that the offices of Secretary and Treasurer may be combined if so determined at the Annual General Meeting.

(v) Four (4) Committee members

If more nominations are received than there are vacancies for any position a ballot shall be conducted and the nominee or nominees receiving the largest number of votes shall be duly elected.

(vi) The Committee shall have the power to co-opt members for special reasons

## **6. FINANCIAL REVIEWER**

The Financial Reviewer, who shall not be a member of the committee, shall be elected at the Annual General Meeting. The Financial Reviewer shall examine and report on the Performance Report of the Association.

## **7. VACANCY ON THE COMMITTEE**

Should a vacancy occur in the course of the year the Committee may appoint a member of the Association to fill it, such appointed member to hold office until the next Annual General Meeting.

## **8. DUTIES OF THE COMMITTEE**

(a) The Committee shall actively further the objects of the Association. The Committee shall decide on all matters of policy, subject to any direction given by resolution at a General Meeting and shall have the following powers:

- (i) To control and manage the funds and property of the Association and to raise or borrow monies and incur such liabilities for the purpose of the Association as may be necessary and to secure the repayment of the same by mortgage or charge on the whole or any part of the property or assets of the Association.
- (ii) To appoint from its own members or otherwise such committees or sub-committees as it may from time to time deem necessary to assist it in carrying out its duties.
- (iii) To make, alter or revoke standing orders for the conduct of meetings.
- (iv) To determine all questions or disputes as to the construction and meaning of these Rules
- (v) The Committee of the Association or any duly authorised agent of the Association may at all reasonable times enter on to members' properties for the purpose of inspecting tanks and pipelines referred to in these rules, together with all appurtenances thereto.
- (vi) The Committee of the Association may at any time discontinue the supply of water to the property of any member whose tank, pipeline, or connections thereto are, in the opinion of the Committee, unsatisfactory.
- (vii) To set accounting policies in line with generally accepted accounting practice.

(b) The Committee shall meet as may be required during the year.

(c) The Chairman shall preside at all meetings. In his/her absence the duties of Chairperson shall be assumed by the Vice Chairperson, or in his/her absence by another member of the Committee appointed by those present.

(d) The Secretary shall keep correct minutes of all meetings, shall keep a complete roll of all members and conduct all correspondence.

(e) The Treasurer shall receive and disburse moneys on behalf of the Association, shall lodge in the Association's bank account all moneys received on behalf of the Association, shall be responsible for writing cheques on behalf of the Association, and shall furnish at each Annual General Meeting a duly reviewed Performance Report. To file the Performance Reports with Charities Services and/or other statutory bodies within required timeframes.

## **9. FINANCIAL YEAR**

The Financial Year of the Association shall run from the 1<sup>st</sup> day of January in any year to the 31<sup>st</sup> December in the same year.

## **10. FINANCES**

(a) The Committee shall on behalf of the Association operate such bank accounts as it may from time to time determine and in a manner determined by the Committee. Payments from the Association's bank accounts shall be authorised by any two of the Chairperson, Treasurer and Secretary or, if the offices of Treasurer and Secretary are combined, by any two of the Chairperson, Secretary/Treasurer and one other nominated member of the Committee.

(b) No member of the Association shall derive any financial benefit from the operations of the Society.

(c) A copy of the Performance Report shall be supplied to each member not later than 14 days prior to the Annual General Meeting.

## **11. COMMITTEE MEETINGS**

(a) A Committee Meeting may be summoned by the Chairman or Secretary of the Association at any time, stating the date, time, place of meeting and including an Agenda of business to be discussed.

Should the Secretary receive a request for a Committee meeting signed by three members of the Committee specifying the object of the meeting, such meeting shall be summoned by the Secretary forthwith and shall be held within 10 days of receipt of the requisition.

(b) At any meeting of the Committee four (4) members shall constitute a quorum.

(c) The Chairperson shall have a casting as well as a deliberative vote.

(d) Committee meetings may be held via video or telephone conference, or other formats as the Committee may decide.

(e) A Committee member shall cease to hold office if such Committee member:

- By notice in writing to the Secretary resigns his or her office
- Refuses to act
- Becomes of unsound mind or becomes a protected person under any statute
- Becomes bankrupt or enters into a Composition or assignment for the benefit of his or her creditors
- Is absent without leave from three consecutive meetings of the Committee
- Is convicted of any indictable offence.

## **12. REGISTERED OFFICE**

The Registered Office of the Association shall be at such place as the Committee may from time to time appoint and notice of any change in the situation of the registered office shall be given to the Registrar of Incorporated Societies.

**13. COMMON SEAL**

The Common Seal of the Association shall be kept in the control of the Secretary and shall be affixed to any document or Resolution of the Committee in the presence and under the signatures of two members of the Committee and Secretary.

**14. REGULATIONS**

The Association may from time to time by Resolution in a General Meeting make, amend or rescind regulations not inconsistent with these Rules governing the quantity and use of the water supplied to its members, the times at which the water is to be available to members and the type of equipment to be used by its members in receiving such water, together with the method of installation of the equipment and its repair, maintenance and replacement.

**15. ALTERATION OF RULES**

- (a) The Rules of the Association shall not be altered, added to or rescinded except on a vote of a two-thirds majority of the members present and voting at any Annual General Meeting or at a Special General Meeting duly convened.
- (b) Notice of any proposed alteration, addition or rescision shall be given in writing to the Secretary of the Association at least 21 days before the meeting at which it is intended to propose such alteration, addition or rescision. At least 14 days notice of such meeting shall be given by the Secretary of the Association to all members.
- (c) No addition, alteration or rescision of the Rules shall be approved if it affects the objects, the personal benefit clause or the winding up clause.

**16. PRIVATE PECUNIARY BENEFIT**

No member of the Association, or any person associated with a member, shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any benefit, income or advantage whatsoever.

Any such income paid shall be reasonable, and relative to that which would be paid in an arms-length transaction (being open market value).

**17. WINDING UP**

- (a) A resolution on winding up the Association must be passed by a majority of the members at a General Meeting.
- (b) The resolution must be confirmed at a subsequent General Meeting held not earlier than thirty (30) days after the date on which the resolution so to be confirmed was passed.
- (c) If upon winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among members of the Association but shall be given or transferred to some other charitable organisation or body having objects similar to the objects of the first organisation – or for some other charitable purpose – within New Zealand.
- (d) No member shall receive any financial benefit from the assets of the Association on winding up.

**18. Interpretation**

In these rules if not consistent with the context-

The term 'Financial' in respect of membership shall be construed as meaning that all subscriptions and levies properly made against a member on behalf of the Association shall have been paid or satisfied by that member to the satisfaction of the Committee prior to any meeting at which the member concerned proposes to vote.

The 'Association' shall mean The Grange Road Water Association (Hahei) Inc.

The Secretary means the Secretary for the time being appointed under clause 5

Reference herein to the singular shall likewise imply reference to the plural.

**19. Effective Date**

These rules came into effect from 1 May 2015.

Updated rules adopted by Grange Road Water Association at their AGM 30/04/2021